



Amendment #1 RFP # DOIT-FY-2016-08

Enterprise Budgeting System Replacement Contract

October 9, 2015

Ladies/Gentlemen:

This Amendment #1 is being issued to amend and clarify certain information contained in the above referenced 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 (e.g., **word**) and language deleted has been marked with a strikeout (e.g., ~~word~~).

The intent behind the changes is to:

1. Extend the due date for proposals
2. Revise various numbering discrepancies within the RFP
3. Clarify certain portions of the RFP
4. Revise the Price Sheet

1. Revise the Key Information Summary Sheet (p. 8) as follows:

Proposals Due Date and Time: **November 3, 2015, 2:00 pm Local Time** ~~October 27~~

2. Revise Section 1.23.6 - Substitution Prior to and Within 30 Days After Contract Execution (p. 25) as follows:

Prior to contract execution or within thirty (30) days after contract execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror **or** subcontractors (~~subcontractors~~, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3. Revise Section 1.30 – Payments by Electronic Funds Transfer (p.26) as follows

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000 **\$200,000**. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded

at: http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf.

4. Revise Section 1.49 – Incentives (p. 37) as follows:

1.49.1 Price Incentives: The share ratio of any Deliverable ceiling price underruns will be 50%. Overruns will also be shared at 50%, but the Contractor may not exceed the price ceiling without approval from the Contract Manager. These share ratios only apply to labor and other services, by Deliverable. It does not apply to licenses or other materials (e.g. hardware, software or hosting).

Note: "Share ratio" is the proportion of how much of the cost of an overrun or the benefit of an underrun of a Deliverable, relative to its ceiling price, will be shared between the Contractor and the State. A share ratio of 50% means that the State and Contractor will share the burden of an overrun equally, while the Contractor will be rewarded for price underruns with a credit of 50% of the difference between the revised price and the original ceiling price.

5. Revise Section 3.3.5.2 – Budget Line Items (p. 42) as follows:

In the current system and process there are roughly 150,000 line items in the annual budget. Each line item is a collection of budget values (e.g. prior year actual, current year appropriation, future year request, etc.) for a particular account. Each line item may also include some audit history and text comments. Due to the use of fund/source based budgeting (Section 3.3.2 above) we expect that this total will increase to ~~250~~700,000 individual budgeted items per year. In addition, each item may have a number of changes during the year, and that change history has to be maintained for at least the current and prior fiscal year.

6. Revise Section 3.3.6 – Project Timeline (p. 45) as follows:

Note: The State's program management team assumes that the Contractor will hold a series of design workshops to decompose the high-level requirements and process flows into detailed requirements and design specifications. The Contractor needs to be aware that the January through April time frame is a busy period for OBA staff and meeting times with OBA subject matter experts need to be used effectively. The Offeror is expected to consider this in its Project and Staffing plans **for 2016**.

7. Revise Section 3.5.1.1 Item 2 – Functional/Business Requirements (p. 51) as follows:

2. Prep Agency Request – FY+1 and Over-The-Targets* (Box 1.2): Control of the budget creation process is passed to the individual agencies to allocate the targets across the Chart of Accounts. The internal workflow may vary by agency (some are centralized, others decentralized – Offerors can assume at least two additional internal approvals for larger agencies). Some budget line items are centrally controlled by OBA during this stage. Agencies may not submit budget proposals back to OBA that exceed the specified Targets for FY+1. Agency-internal drafts and agency-internal decision packages are Confidential and must be marked as such.

* Over-The-Target Requests (OTTR) are decision packages where agencies request funds that exceed the target. Each OTTR will have its own workflow and will be absorbed into the agency allowance upon approval. OTTRs must be submitted at the sub-object level within a program. Note: Offerors are requested to discuss the product's functionality regarding decision points, variance reporting, justifications, workflow and workflow-related access controls in this section or in a separate section with a reference inserted here.

Note: Steps 2, 3 and 4 occur concurrently, not sequentially. In addition, the State requires the flexibility for an agency to submit parts of their budget request at different times. The 'chunks'

may be by unit or program (to be determined during the design phase). For example, an agency may submit some units today, other units next week and the remaining the week after.

8. Revise Section 3.5.1.10 Item 5 - Reporting (p. 55) as follows:

- 5. Exporting of reports or graphs to other tools such as Microsoft Office for further refinement or editing (PDF, DOC, XLS and CSV formats)

9. Revise Section 3.5.3.1 Item 8 – Project Management Plans Included in the Response (p. 65-66) as follows:

8.	Sample Master Test Plan	<p>Test plan written to assess all system functions including system performance and system reliability.</p> <p>Criteria for establishing a test data base.</p> <p>Test Plan compliant with the State’s SDLC guidelines and include, but not limited to, addressing the following items:</p> <ol style="list-style-type: none"> 1. test approach / scenarios; 2. features to be tested, features not to be tested; 3. pass / fail criteria; 4. testing process, environment requirements; 5. change management procedures; 6. acceptance test plan approvals; 7. test cases which include test case description, expected test case result, and actual test case result; 8. performance and stress testing 9. regression testing for software and environment updates 10. <u>Non-visual access testing</u>
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10. Revise Section 3.10.1 – Service Level Agreement and Liquidated Damages (p. 77) as follows:

“Severity” and “Priority” are used interchangeably to classify the impact of a Problem. Section 3.10.6 defines Emergency, High high, Normal normal and Low low priority (i.e. Severity 1, 2, 3, & 4).

11. Revise Section 3.10.4 – Credit for failure to meet SLA to include the following sentence:

The State shall have the right to unilaterally change the distribution of the SLA Credit percentages, subject to a 17% cap cumulatively spread among eight service requirements, once per Contract Year.

12. Revise Section 3.10.5 – Service Level Measurements Table (p. 78-79) as follows:

Service Level Measurements Table (Response Time, Resolution Time and Availability)

The table below includes sample minimum Service Levels that the State expects. The Offeror is asked to agree with these service levels or to propose and explain any requested adjustments. If the Offeror already has standard service level offerings, it should propose a standard offering that most closely matches the terms below.

In addition, the Offeror is asked to add system performance measures relevant to its solution.

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time – Emergency & High	Average Response Time for Emergency and High Priority Problems <u>help desk tickets</u> .	98% <15 minutes	1%
2	Problem Response Time - Normal	Average Response Time for Normal or Low Priority <u>help desk tickets</u> Problems	98% <2 hours	1%
3	Problem Resolution Time – <u>Emergency & High</u>	Resolution Time for each Emergency or High Priority <u>help desk tickets</u> Problem	98% <4 hours	2%
4	Problem Resolution Time - Normal	Resolution Time for Normal Priority <u>help desk tickets</u> Problems	98% <7 days	2%
5	Problem Resolution Time - Low	Resolution Time for Low Priority <u>help desk tickets</u> Problems	98% <3 months	1%
6	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours. The Contractor shall provide 14 calendar days’ notice prior to any scheduled downtime.	<6 hours each month	2%
7	Service Availability	Application functionality and accessibility shall be maintained at 99.8% uptime, measured by month. Service Availability also applies outside of Business Hours. Service availability does not include scheduled downtime/maintenance.	<99.8%	4%
8	System Performance	System performance (speed) falls outside agreed parameters	TBD	4%

13. Revise Section 3.10.6 – System Performance (p. 79) as follows:

The State is sensitive to system performance, and its impact on user efficiency and perception. As a result, System Performance measures will be established and measured on a periodic basis as a means to maintaining a high level of system performance and user satisfaction.

14. Revise Section 3.10.7 – Problem Response Definition and Time (p. 79-80) as follows:

- A. The Contractor shall meet the Problem Response Time and Resolution requirements.
- B. The Contractor shall provide a monthly report that includes a detailed analysis of response times and resolution times.

Service Priority	<u>Impact to Work Outage</u>	Users Affected
Severity 1 (Emergency)	Major portions of the System are inaccessible unavailable . Service Availability is impaired. Systems or users are unable to work.	System functionalities are impaired or inaccessible.
Severity 2 (High)	Major portions of the System are inaccessible unavailable . Systems or users are unable to perform major portions of their job. May impact Service Availability.	Affects the majority of users; affects high profile users (i.e. executive management)
Severity 3 (Normal)	Specific non-critical features are not operating as specified in the requirements Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Severity 4 (Low)	Lower priority features that can be done manually are not operating as specified in the requirements Often a request for service with ample lead time.	Affects a number of users

15. Adding Section 3.10.9 – Service Hours as follows:

3.10.9 Service Hours

The system is expected to be available at all times, with the exception of planned outages. Normal business hours apply to the EBS Solution Service Desk for most of the year. However, the State requires the flexibility to move to extended business hours during the busy portions of the year. Extended business hours are from 6:00 AM to midnight, 7 days per week, and apply from December 1 through January 20 (according to the current budget calendar).

16. Revise Section 4.2.2 – Page Limits (p. 89-90) as follows:

The Technical Proposal shall include the following documents and information in the order specified. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

TAB	TITLE	DESCRIPTION	Page Limits
A	Title Page and Table of Contents	Include a Table of Contents for the entire proposal. As necessary, each tab should also include a Table of Contents. See 4.2.2.1	4

TAB	TITLE	DESCRIPTION	Page Limits
A	Claim of Confidentiality	Include this information as needed. See 4.2.2.2	1
B	Transmittal Letter	Include all required information. See 4.2.2.3	1
C	Executive Summary	Provide a summary of entire proposal. See 4.2.2.4. Page limit does not include the list of exceptions and limitations.	2
D	Minimum Qualifications Documentation	Identify the appropriate project references provided in Tab H and describe how they meet the Offeror Minimum Qualifications. See 4.2.2.5	5
E	Offeror Technical Response to RFP Requirements and Proposed Work Plan	Respond to each of the Scope of Work requirements See 4.2.2.6 *Note: Page limit does not include sample documents from section 3.5.3.1 <u>or Attachment W.</u>	60*
F	Experience and Qualifications of Proposed Staff	Describe the proposed team and include resumes for key staff. Complete the staffing matrix, skill matrices, and provide all requested information. See 4.2.2.7 Page limit does not include the resumes <u>or the letters of intended commitment.</u>	3
G	Offeror Qualifications and Capabilities	Provide the required background information about the Offeror's company. See 4.2.2.8	2
H	References	Provide references for work completed of similar size and scope. See 4.2.2.9	6
I	List of Current or Prior State Contracts	Provide information related to other Maryland contracts. See 4.2.2.10	2
J	Financial Capability	Provide the requested information demonstrating financial capability to execute the project. See 4.2.2.11	
K	Certificate of Insurance	Provide the requested insurance coverage information. See 4.2.2.12	2
L	Subcontractors	Provide the requested information for all subcontractors that will work on the contract if the Offeror receives an award. Include the requested information (similar to Tab G) for major subcontractors. See 4.2.2.13	2
M	Legal Action Summary	Provide the requested information. See 4.2.2.14	1
N	Economic Benefit Factors	Describe the benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. See 4.2.2.15	2
O	<u>Additional Required Technical</u>	<u>Complete and provide the required Attachments. See 4.2.2.16 Provide work product samples as requested in</u>	40 <u>NA</u>

TAB	TITLE	DESCRIPTION	Page Limits
	<u>Submissions</u> Sample Work Products	TAB E. See 4.2.3	
P	Additional Required Technical Submissions	<u>Offerors shall furnish any and all agreements the Offeror expects the State to sign in order to use the Offeror's or Subcontractor(s) services under this Contract.</u> Complete and provide the required Attachments. See 4.2.4 <u>4.2.2.17</u>	<u>NA</u>
Q	Sample Documents	<u>Provide work product samples as requested in TAB E. See 4.2.2.18 and S</u> sample documents as required by section 3.5.3.1	NA

17. Revise Section 4.2.2.2 – Claim of Confidentiality (p.91) by deleting reference to Tab A-1 and requiring the Claim of Confidentiality to be submitted within Tab A.

Claim of Confidentiality (If applicable, submit under TAB A ~~A-1~~)

18. Revise Section 4.2.2.16 – Additional Required Technical Submissions (p.91) as follows:

The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.2.2.

~~For e-mail submissions, submit one (1) copy of each with original signatures. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.~~

1. Completed Bid/Proposal Affidavit (Attachment B).
2. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit Attachment D-1A).
3. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
4. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
5. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule. (Attachment M-1)
6. Completed Location of the Performance of Services Disclosure (Attachment N).
7. Labor Classification Personnel Resume Summary (Attachment Q)

19. Revise Section 4.2.2.18 – Draft Documents and Deliverables (p.96) by removing reference to Tab R and replace the reference with Tab Q.

Draft documents and Deliverables (Submit under Tab ~~R~~ Q)

The Offeror shall include draft copies of all documents specifically requested in sections 3.4.5, 3.5, 3.6, and 3.10 under Tab Q.

20. Revise Section 4.4.6 – Page Size and Format (p.97-98) as follows:

A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Unless specified otherwise in the RFP, page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced with single line spacing. Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 points. **10-point font may be used for tables and 8-point font may be used for callouts.** Use at least 1/2" inch margins on the top, bottom and side margins. Pages shall be numbered sequentially by volume **or by tab.** These limitations shall apply to both electronic and hard copy proposals.

21. Revise Attachment C Section D – Contract Affidavit (p.135-136) by deleting the section and replacing it with the following:

POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

22. Attachment W – Requirements Matrix is provided as a separate Word document.

23. Delete Attachment F – Price Sheet and replace it with Attachment F – Price Sheet As Revised by Amendment #1.

Issued by
Michael Meinel
Procurement Officer