

**Q&A's #4 to
Request for Proposals (RFP)
Statewide Personnel System SaaS Human Capital Management Solution RFP #060B3490012
June 26, 2013**

Ladies/Gentlemen:

This list of questions and responses is being issued to clarify certain information contained in the above referenced RFP. The statements and interpretations contained in the following responses to a question by potential Offerors are not binding on the State, unless an addendum expressly amends the RFP.

17. Appendix I, Page 68: Please identify the user count for the 7 types of users identified in Appendix I (e.g., Super-user, Core-User, etc.)

Answer: The below anticipated number of users by user role are high-level estimates and are subject to change.

- **Super User: 1,500**
- **Core User: 1,000**
- **Infrequent Users in a non-supervisory role: 500**
- **Manager/Supervisor: 7,000**
- **Employee Self-Service: 161,300**
- **Shared Services Business Analyst: 10**
- **Shared Services Technical Analyst: 10**

18. General Question: The RFP states that an RFP for Implementation Services will be released separately. Please advise if it is the State's intent to have the Software Vendor respond to the following sections given they are services related: 3.3.7, Offeror's Approach and Methodology, 3.3.8, Proposed Project Work Plan and Aids, System Interfaces, Data Conversion, Testing, Subscription Services (last two bullets), and 3.3.11, Initial Assessment of Potential Project Risks. If so, please provide the desired level of detail.

Answer: The State expects that the Offeror shall respond to these sections in detail to Offeror's best ability.

19. General Question: Would the State consider a response proposing an industry-standard HCM solution delivered in a subscription license model, or perpetually licensed in a private cloud hosted model?

Answer: Please refer to the Section 1.1

20. General Question: Can the recommended implementation process and other non-subscription information requested in the RFP be provided by a third party systems integration partner?

Answer: The State is still considering its response to this question. An answer for this question will be issued in a future Q&A Set.

21. General Question: Should the Offeror's recommended data conversion methodology and approach, as requested in RFP section 3.3.9, be accompanied by pricing for data conversion services in the pricing proposal, or will the State contract for data conversion services through the forthcoming implementation RFP?

Answer: Data Conversion services will be solicited through the forthcoming implementation services RFP.

22. RTM Question: Please advise where the following documents that are referenced in the RTM can be found:

Appendix BA.1	State of Maryland Affidavit of Status for Dependent Children Form	http://dbm.maryland.gov/benefits/Documents/AffidavitDependentEligibilityTaxStatus.pdf
Appendix BA.2	Dependent Tax Affidavit for Domestic Partner's Dependents Form	http://dbm.maryland.gov/benefits/Documents/PlanYear2013/AffidavitDomesticPartnership.pdf
Appendix BA.3	Affidavit for Domestic Partnership and Domestic Partner's Dependents Form	http://dbm.maryland.gov/benefits/Documents/PlanYear2013/AffidavitDomesticPartnership.pdf
Appendix BA.4	Dependent Documentation Form	Page #15, 16, 17 of Attachment F2b
Appendix BA.5	ORP Eligibility Worksheet	http://dbm.maryland.gov/benefits/Documents/ORPRetireeFormsPacketNov2009.pdf
Appendix BA.6	Satellite Invoice	Amendment #2 to add an attachment: Attachment F2d

Answer: Please see the answers in far right column in the above table.

23. Sections 5.2, 5.4, and 6: Would the State agree to strike Sections 5.2, 5.4 and 6 of Attachment A (Contract), and to replace these provisions with vendor's own SaaS subscription terms which must be included in the proposal per the RFP instructions on page 31?

Explanation: The licensing and IP provisions in Sections 5.2, 5.4 and 6 appear inconsistent with a multi-tenant, cloud, subscription-based, SaaS solution. For example, in a SaaS/subsription environment, the client does not receive "unrestricted, unconditional, irrevocable, worldwide right and license, with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of internally, modify" the Third-party Intellectual Property. Nor does a SaaS solution allow the client to prepare derivative works based on the underlying software. Given that a solution is based on a commercially available SaaS product, the State's failure to strike these provisions would effectively bar all vendors from bidding on the deal.

Answer: Please submit your proposed Contract language changes for the State's review and consideration.

24. Given that there will be a new follow-on RFP for implementation services, will the awardee of this RFP be allowed to be an offeror for the new RFP or be precluded from doing so do to a potential ethics violation?

Answer: The State is still considering its response to this question. An answer for this question will be issued in a future Q&A Set.

25. General Question: Please confirm that an Offeror may submit a response that is conditioned and contingent upon the State accepting the Offeror's exceptions to the RFP and Contract as part of the response.

Answer: See Section 1.21 of this RFP. The State expects that Offerors shall submit the specific itemized exceptions with specific proposed language prior to submitting their technical proposal. Please be mindful of marking them "CONFIDENTIAL" in case you don't wish the State to issue its response to all Offerors.

26. General Question: Please confirm that if an Offeror submits a response to the RFP which is conditioned and contingent upon the State accepting the Offeror's exceptions to the RFP and Contract as part of the response, that if the State rejects the exceptions, it shall mean that the entire response is rejected per the condition and contingency.

Answer: Please see the answer to Question #25

27. General Question: Please confirm that if the State rejects an Offeror's exceptions to the RFP and Contract, the Offeror may withdraw its response to the RFP.

Answer: Please see the answer to Question #25 and also see COMAR 21.05.02.09 & 21.05.02.10

28. General Question: Please confirm that the assumptions stated in the response may include that the State will agree to execute the Offeror's standard form contract rather than the Contract attached as Exhibit A to the RFP, and that such assumptions are part of the response and may not be separated from the response and individually rejected.

Answer: Please see the answer to Question #25

29. Section 1.9: (Questions and Inquiries) of the RFP states that "Answers can be considered final and binding only when they have been answered in writing by the State." However, the introductory sentences of the Q&A responses posted on the DoIT website state that the responses to the questions are for clarification only and "...are not binding on the State, unless an addendum expressly amends the RFP." Please confirm that the State's written response to a question submitted regarding this RFP shall be binding in accordance with Section 1.9 of the RFP.

Answer: Many times answers to vendor questions relate only to specific situations. These answers cannot be relied upon as binding in a different, but similar situation.

30. RTM; Attachment F01A: Based on the RFP questions in Attachment F01a, the Payroll Requirements Spreadsheet, is the State asking the proposed system to run a full payroll with all calculations, and have the Central Payroll Bureau (CPB) only issue a check for employees?

Answer: The State is not expecting to run a full Payroll. However, some of the payroll module's functions may be required to meet the State's requirements.

31. Attachment A, Contract Terms and Conditions: The sample contract is fairly generic and does not incorporate certain provisions that are standard in our SaaS subscription and consulting services contracts, such as our standard company policies for data protection, data processing and services privacy policies, as well as other industry-standard SaaS subscription terms (SaaS-specific warranties, service descriptions, etc.). As such, it would be more efficient and more beneficial to the State to use our standard company contracts as the starting point for discussions. Please confirm that we can submit a copy of our standard contract as an exception to the State's contract.

Answer: The State's Contract will be the contract used for this procurement. The State may amend its Contract and if so, any such amendments will be made prior to the proposal submission date. See Section 1.21 of this RFP. The State expects the Offerors shall submit the specific itemized exceptions with specific proposed language prior to submitting the technical proposal. Please be mindful of marking them "CONFIDENTIAL" in case you don't wish the State to issue its response to all Offerors.

32. Attachment A, Contract Terms and Conditions: We are a very large and experienced corporation, and accordingly already have an established standard Source Code Escrow arrangement. Please confirm that you would agree to be added to that arrangement rather than executing a new and independent Source Code Escrow agreement.

Answer: Subject to the State's review and acceptance of the existing Escrow agreement, the State would agree to be added to an existing Source Code Escrow arrangement. Please submit the existing Escrow agreement with your technical proposal.

33. Attachment A, Contract Terms and Conditions: We only consider the final agreement to be the executed contract between us and our customer, and will not agree to incorporate the RFP or the responses/proposals into the final contract. In addition, the order of precedence as stated in the sample contract provides that the RFP is higher in the order of precedence than any clarifications, assumptions and exceptions made by an Offeror in its proposal. Logically, any such agreed upon clarifications should come before the RFP. Please confirm that the RFP and related responses shall not be part of the final contract.

Answer: The RFP will be a part of the final Contract. Clarification questions are part of the RFP. Please see Section 1-I of Attachment A.

34. Attachment A, Contract Terms and Conditions: In taking exceptions to the RFP and submitting questions regarding this RFP prior to submitting a formal response, we would like to submit our confidential and proprietary information for your consideration. How should this information be marked and how will you treat that information?

Answer: See Section 1.21 of this RFP. The State expects the Offerors shall submit the specific itemized exceptions with specific proposed language prior to submitting the technical proposal. Please be mindful of marking them “CONFIDENTIAL” in case you don’t wish the State to issue its response to all Offerors.

35. Attachment A, Contract Terms and Conditions: Would the State consider extending the deadline for submitting responses to the RFP?

Answer: Yes. Please see Amendment #2.

36. General Question: I am inquiring about RFO #060B3490012 State Personnel System SaaS Human Capital Management Solution RFP. Is there or do you anticipate TORFP’s being issued as set-asides for small businesses?

Answer: There will be no separate TORFPs released in this procurement.