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REQUEST FOR PROPOSALS (RFP)

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES/CECIL COUNTY DEPARTMENT
OF SOCIAL SERVICES (CEDSS)
REQUEST FOR PROPOSALS
FOR
LEGAL SERVICES FOR CEDSS
CEDSS/CWS/16-001-S

AMENDMENT NO. 1
June 30, 2015

Dear Prospective Offerors:

This amendment is being issued to amend certain information in the above-named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The changes are listed below. New language has been double underlined and marked in bold (i.e. **word**), and language that has been deleted has been marked with a strikethrough (i.e. ~~word~~).

1. **Revise RFP Section 1.2 (f) (Abbreviations and Definitions) as follows:**

- f. **Cecil County Department of Social Services (CEDSS or Local Department)** – A unit of the Maryland Department of Human Resources established or designated by Cecil County government pursuant to **the Annotated Code of Maryland, Human Services Article, Title 8 3, Subtitle 3 2**, to ensure the implementation of a local, interagency service delivery system for children, youth, and families.

2. **Revise RFP Section 3.2.1 (General Requirements) by adding the following language after 3.2.1(DD):**

Note: The following services are excluded from this RFP:

- 1) **Child support enforcement;**
- 2) **Criminal investigations or prosecutions pertaining to child abuse or neglect;**
- 3) **Findings in child abuse and neglect investigations, including contested case hearings arising from those findings;**
- 4) **Medicare or Medicaid eligibility and/or recovery of any payments made to third party providers; and**
- 5) **Other than as provided for in 3.2.1(L) and (O), appeals of matters which are outlined in this RFP.**

3. **Delete Section 3.11 (SOC 2 Type II Audit Report) in full.**

4. Revise Section 3.12 (End of Contract Transition) as follows:

- ~~3.12~~ **3.11** The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the State Project Manager. The State Project Manager may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

5. Revise RFP Section 3.4 (Insurance Requirements) as follows:

- 3.4.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of ~~\$1,000,000~~ **\$500,000** per occurrence and ~~\$3,000,000~~ **\$1,000,000** aggregate.
- 3.4.2 The Contractor shall maintain ~~Errors and Omissions~~ **Malpractice**/Professional Liability insurance with minimum limits of ~~\$1,000,000~~ **\$500,000** per occurrence.
- 3.4.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- ~~3.4.4~~ ~~The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.~~
- 3.4.5** **3.4.4** **Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the State Project Manager with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:**
- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshoremen and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

- b. Commercial General Liability as required in Section 3.4.1.
- c. ~~Errors and Omissions~~ Malpractice/Professional Liability as required in Section 3.4.2.
- d. Automobile and/or Commercial Truck Insurance as required in Section 3.4.3.
- e. ~~Employee Theft Insurance~~ as required in Section 3.4.4.

~~3.4.6~~ 3.4.5 The State shall be listed as an additional insured on the policies with the exception of Workers' Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

~~3.4.7~~ 3.4.6 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

6. Remove Attachment A (Contract) provided on May 18, 2015. Replace with Attachment A (Contract) dated June 30, 2015.

Offerors are reminded that they must acknowledge receipt of all amendments issued against the RFP in their Transmittal Letter (see RFP §§ 1.18 and 4.4.2.3). If you require clarification of the information provided in this amendment, please contact me at (410) 996-0314, or via email at ellis.scott@maryland.gov.

By:
Ellis Scott
Ellis Scott
Procurement Officer