

MARYLAND DEPARTMENT OF HUMAN SERVICES

PRE-PROPOSAL CONFERENCE

FIA/OHEP 21-007-S

ADMINISTRATION OF THE MARYLAND ENERGY ASSISTANCE
PROGRAM (MEAP)
AND THE
ELECTRONIC UNIVERSAL SERVICE PROGRAM (EUSP)

Via Google Meet

December 16, 2021

1:00 p.m.

ATTENDANCE:

AGENCY:

Henry ThorStraten, DHS, Procurement Officer

Lauren Molineaux, Director, MEAP, OHEP

Delora Crutcher, DHS, Procurement Office

Kenneth Jessup, Hiring Agreements

Sang Kang, DHS, Procurement Division

Rick Glassband, Office of the Attorney General

ATTENDEES:

William Barclay, Shore Up

Marica Chrysostome, Shore Up

Tonet Cuffee, Neighborhood Service Center, Talbot County

Donna Forrest, Delaware Energy Assistance Program for Catholic Charities in Delaware

Adam Hiob, Harford Community Action Agency

Cathy Lucich, Harford County Action Agency

Maria Morris, Shore Up

Marilyn Neal

Kim Neely, Senior Director, Harford Community Action Agency

Pamela Overbaykriss, Harford Community Action Agency

Lisa Schieffert, Program Operations Director, Catholic Charities Delaware and Maryland Eastern Shore

Jenn Trager, Program Manager, Catholic Charities, Princess Anne

Lisa Zimmerman, Energy Assistance Director, Harford County Action Agency

ALSO PRESENT:

Shanise Smith, Family Investment Administration

Lisa Turnage, Family Investment Administration

Reported by: Carol O'Brocki, Notary Public
Hunt Reporting Company

P R O C E E D I N G S

(1:03 p.m.)

MR. THORSTRATEN: Good morning. Welcome to the Pre-Proposal Conference for the Administration of the Maryland Energy Assistance Program (MEAP) and the Electronic Universal Service Program (EUSP).

My name is Henry ThorStraten and today we'll be presenting information about the RFP. We will also try to answer questions that you may have concerning this solicitation.

MR. GLASSBAND: Sorry to interrupt.

MR. THORSTRATEN: Yes?

MR. GLASSBAND: Is this being transcribed?

MR. THORSTRATEN: It is.

MR. GLASSBAND: You can turn that recording off (indiscernible).

MR. THORSTRATEN: No, we usually do it. It's also helpful when I'm checking names and information for -- unless there's a legal reason why you want me to turn it off.

MR. GLASSBAND: Well, I mean, I have an

1 experience where we use the actual Google record if
2 we're transcribing. So, that's all.

3 MR. THORSTRATEN: Okay. We're going to try
4 to answer your questions. The agenda for this
5 conference, by the way, is attached and available for
6 download in the Google Meet.

7 Please note that this conference is being
8 recorded and transcribed by Hunt Reporting Company.
9 When asking questions later please clearly state for
10 the record your name and the name of your company.

11 A transcript of this conference will be made
12 available on eMaryland Marketplace Advantage and the
13 DHS website. Please use the chat feature to type in
14 your organization's name, the names of those attending
15 today, and your contact information. This assists us
16 when making the transcript and I will read from this
17 when I ask you to introduce yourselves.

18 Okay. Please keep yourself muted unless
19 identifying yourself during roll call or when asking a
20 question if you're being called on so that everyone can
21 hear during the meeting. If I hear background noise

1 during the presentation I'll attempt to mute the open
2 mike.

3 Let's begin the conference with
4 introductions. I'll begin with the Department of Human
5 Services staff and let them introduce themselves, and
6 then I'll call on the conference's attendees. I'm
7 Henry ThorStraten and I am the procurement officer for
8 this solicitation. Joining me from Procurement is
9 Delora Crutcher.

10 MS. CRUTCHER: Good afternoon everyone.

11 MR. THORSTRATEN: From the Family Investment
12 Administration are Lauren Molineaux, Lisa Turnage, and
13 Shanise Smith.

14 MS. MOLINEAUX: Good afternoon. Thank you.

15 MS. TURNAGE: Good afternoon everyone.

16 MS. SMITH: Hello everyone.

17 MR. THORSTRATEN: From the Office of the
18 Attorney General is Rick Glassband.

19 MR. GLASSBAND: Hello.

20 MR. THORSTRATEN: And from DH Hiring
21 Agreements is Kenneth Jessup.

1 MR. JESSUP: Good afternoon everybody.

2 MR. THORSTRATEN: Okay. Now I'm going to
3 call on the attendees but nobody seems to be using the
4 chat. So, let's try a different way. I'll just look
5 at my screen and see who I can identify that way.
6 There's a phone number that's 1-302 and then ends with
7 01. Could you introduce yourself?

8 (No response.)

9 MR. THORSTRATEN: Okay. Chura Palsi
10 (phonetic) could you introduce yourself?

11 MS. FORREST: I'm sorry. I'm here. My name
12 is Donna Forrest. I was struggling to get into Google
13 so that's why I dialed in.

14 MR. THORSTRATEN: That's not a problem.

15 MS. FORREST: My name is Donna Forrest --
16 F-O-R-R-E-S-T and I'm the Delaware Energy Assistance
17 Program Manager for Catholic Charities in Delaware.

18 MR. THORSTRATEN: Okay. Thank you. Shore
19 Up, please go ahead.

20 MR. BARCLAY: This is William Barclay with
21 Shore Up, and Maria Morris with Shore Up, and Marica

1 Chrysostome with Shore Up.

2 MR. THORSTRATEN: Okay. Tonet Cuffee, can
3 you please introduce yourself?

4 MS. CUFFEE: Good afternoon. I'm Tonet
5 Cuffee. I'm with the Neighborhood Service Center in
6 Talbot County located on the Eastern Shore.

7 MR. THORSTRATEN: Okay. Thank you. And
8 actually I'm going to switch over and go down my people
9 list. So, 1-410 and then ends with 42, can you
10 introduce yourself?

11 (No response.)

12 MR. THORSTRATEN: Okay. Cardeaner Robinson,
13 or Cordeaner Robinson?

14 MS. CUFFEE: It's Cardeaner Robinson. She is
15 the OHEP director at the Neighborhood Service Center
16 here in Talbot County.

17 MR. THORSTRATEN: Okay. Thank you. Carol
18 O'Brocki?

19 THE REPORTER: Hi, everyone. I'm Carol
20 O'Brocki from Hunt Reporting Company. I'm recording
21 and I'll be making the transcription of your Pre-

1 Proposal Conference.

2 MR. THORSTRATEN: Thank you.

3 THE REPORTER: Thank you.

4 MR. THORSTRATEN: Gail Huna?

5 MS. HUNA: Hi. This is Gail Huna from
6 Harford Community Action Agency along with Adam Hiob
7 and Pamela Overbaykriss.

8 MR. THORSTRATEN: Okay. Thank you. Jenn
9 Trager?

10 MS. TRAGER: Hi. It's Jenn Trager. I'm
11 program manager with Catholic Charities in their
12 Princess Anne location.

13 MR. THORSTRATEN: Okay. Kim Neely?

14 MS. NEELY: Hello. I am Kim Neely. I'm the
15 senior director for Harford Community Action Agency in
16 Harford County, Maryland.

17 MR. THORSTRATEN: Thank you. Lisa
18 Schieffert?

19 MS. SCHIEFFERT: Hi. I am the program
20 operations director for Catholic Charities Delaware and
21 Maryland's Eastern Shore.

1 MR. THORSTRATEN: Thank you. Lisa
2 Zimmerman?

3 MS. ZIMMERMAN: (No response.)

4 UNIDENTIFIED SPEAKER: I'll answer for Lisa.
5 They were having technical difficulty. Lisa is Harford
6 Community Action Agency's Energy Assistance director.

7 MR. THORSTRATEN: Okay. Thank you. And then
8 in case I missed anyone, is there anybody who needs to
9 speak up?

10 (No response.)

11 MR. THORSTRATEN: Okay. If you have not
12 added your name and information to the chat, please do
13 so now or during the meeting. When I call on you,
14 please say your name and the name of your organization
15 again. Only one representative of each organization
16 needs to speak at this time; however, please submit the
17 name of everyone in your organization. Okay.

18 So I'm going to put those names in. They'll
19 be used later when we do the transcript, and they're
20 very handy.

21 A reminder before we move on, there will be

1 opportunities to ask questions after Section 3 and
2 after Section 6.

3 Opening remarks will be made by Lauren
4 Molineaux, director of the FIA, Office of Home Energy
5 Programs. Lauren?

6 MS. MOLINEAUX: Good afternoon. Thank you,
7 Henry. Can you hear me okay?

8 MR. THORSTRATEN: I can.

9 MS. MOLINEAUX: Okay. Excellent. Thank you.
10 I am calling in in the office and the phone here is a
11 little wonky, if you will.

12 Good afternoon. My name is Lauren Molineaux
13 and I'm the director of the Office of Home Energy
14 Programs. With me -- I'm joined by Lisa Turnage, our
15 assistant director, and Shanise Smith, a program
16 analyst, both in the office.

17 As you may not know, the Office of Home
18 Energy Assistance provides bill assistance to low
19 income households in the State of Maryland to help make
20 their energy costs more affordable and to help with the
21 prevention of loss and also the restoration of home

1 energy service.

2 The bill assistance is provided in the form
3 of multiple different programs such as MEAP, which
4 assists with heating bills; EUSP, which assists with
5 electric bills; and Arrearage Retirement Assistance
6 which helps customers with large past due electric and
7 gas bills.

8 OHEP is requesting services for the
9 administration of the program within five jurisdictions
10 -- that is Harford County, Somerset County, Talbot
11 County, Wicomico, and Worcester County. The services
12 will include outreach activities, application intake,
13 certification for benefits, payment processing,
14 notification of eligibility determinations, and appeals
15 of benefits or benefits denial.

16 There may be instances where you are
17 submitting a proposal for more than one jurisdiction,
18 and you may receive an award for more than one
19 jurisdiction.

20 Henry, would you like to -- am I next on the
21 agenda?

1 MR. THORSTRATEN: No. I do the minimum
2 qualifications and then you speak.

3 MS. MOLINEAUX: Okay. Well, then I will send
4 it back to you.

5 MR. THORSTRATEN: Okay. Thank you. We will
6 now present an overview of the RFP. We will only
7 present parts of the solicitation but feel free to ask
8 questions about anything in the RFP.

9 Section 1 of the RFP is Offeror Minimum
10 Qualifications. As part of the determination to be
11 considered reasonably susceptible of being selected for
12 award, the offeror must document in his proposal that
13 within the last seven years the following minimum
14 qualifications have been met.

15 The offeror shall have prior experience in
16 administering enrollment and eligibility services for
17 low income benefit programs. Required documentation,
18 as part of meeting this requirement the offeror shall
19 provide with his proposal three business references
20 from the past seven years able to attest to the
21 offeror's experience regarding enrollment and

1 eligibility services for low income benefit programs.
2 Those are the minimum qualifications for the RFP.

3 Now Lauren will present Section 2, Contractor
4 Requirements, Scope of Work, and Section 3, Contractor
5 Requirements, General.

6 MS. MOLINEAUX: Okay. Thank you. So
7 contractor requirements, you are going to be
8 responsible for helping low income households pay their
9 utility and fuel bills by minimizing energy-related
10 crises and making heating or cooling costs more
11 affordable through a comprehensive package of
12 activities including monitoring benefits to reduce the
13 energy burden, provision of linkages between community
14 resources and customers, the promotion of energy
15 conservation, and helping the customer understand his
16 or her financial responsibility for household energy
17 needs, as well as improving service to all geographic
18 areas of the jurisdictions to be served.

19 These are expected to be provided through the
20 OHEP data management system and eventually MDTHINK
21 Eligibility and Enrollment system, and that would be a

1 change that may take place at the end of this contract
2 base year.

3 The contractor will be responsible for
4 completing the annual outreach plan and reporting on
5 outreach activities each month, and then also focusing
6 outreach activities on eligible households and
7 complying with the intake process as described under
8 the COMAR regulation that regulates the application
9 process for energy assistance benefits.

10 The offeror would be accepting applications
11 through the entire program year through a variety of
12 different methods which is mail, online, or in-person.
13 They would also be responsible for conducting
14 interviews and explaining other programs outside of the
15 OHEP purview that relates to energy assistance
16 services.

17 The offeror will be expected to process an
18 application within seven days of receipt, and then, of
19 course, follow all subsequent eligibility
20 determinations as outlined in the OHEP Operations
21 Manual, using our OHEP data management system.

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1 Once the application is processed, the
2 offeror will be required to complete the payment
3 processing component where they would be complying with
4 the procedures established in the OHEP process manual,
5 and using the OHEP data management system to do so.
6 They would be required to reconcile and report on a
7 monthly basis the amount of benefit payments made, and
8 make any necessary adjustments for whatever reason
9 necessary.

10 They will also be responsible for issuing
11 benefit payments through the contractor's fiscal system
12 to bulk fuel providers and issue direct payments to
13 landlords and applicants based on the energy delivery
14 statements. They will also be responsible for the
15 recovery of any overpayments and assisting the State in
16 identifying and collecting unreturned overpayments due
17 to fraud or any other errors.

18 Part of the requirements include being ready
19 to step in during MEAP crisis season. MEAP's crisis
20 season runs from November 1st to March 31st of each
21 program year. During the crisis season each contractor

1 will be required to provide home heating assistance on
2 an expedited basis. The contractor will be required to
3 ensure that assistance is provided if a household is
4 experiencing an energy emergency, and they have less
5 than four days' supply of heating fuel or the primary
6 home's heat source has been disconnected or there is a
7 disconnection notice.

8 The contractor will within 48 hours of
9 receipt of a qualified application restore and ensure
10 the maintenance fuel suppliers and utility services
11 repairs or any other services needed to ensure that
12 heating is restored to the household is completed. The
13 contractor will also refer all applicants who are
14 ineligible for assistance to any other agencies for
15 relevant related assistance. This plan would be
16 submitted with your technical proposal.

17 It goes without saying but, of course, the
18 utilization of fraud. We need to make sure that we are
19 following all guidelines that are within our procedures
20 manual to minimize the opportunity for fraud.

21 Fiscal reporting -- we have a number of

1 reports that are required. We require a monthly MEAP
2 report, a monthly administrative fund report, an end-
3 of-the-year closeout report, and an annual independent
4 financial audit report. More details can be found in
5 the RFP.

6 Additionally there are other reportings that
7 are a little bit less formal but are still required
8 nonetheless, and that would be things such as your
9 outreach loss monthly would be turned into the OHEP
10 Central Office, the annual outreach plan, and the
11 annual OHEP energy crisis plan, and then, of course,
12 being open and responsive to any reasonable ad hoc
13 report request. Each contractor will cooperate with
14 any monitoring that is done by the OHEP Central Office.

15 For training, the contractor will ensure that
16 your personnel are trained as described in Section 2.2,
17 and making sure that at least one project manager and
18 one other staff attends our annual training, which is a
19 two-day meeting. The cost for attending this is to be
20 considered once submitting your financial proposal.

21 We also request that the contractor notify

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1 the customer of their fair hearing rights and take
2 appropriate action in supporting the submission of any
3 appeal should a customer decide to do so.

4 If we scroll down into Section 2.4 we could
5 go through all of the deliverables but I pretty much
6 just read them to you so I will not do that. But with
7 that, I believe I am now moving on to Section 3. I
8 think that's my next point in the agenda. Is that
9 correct, Henry?

10 MR. THORSTRATEN: That's correct.

11 MS. MOLINEAUX: Okay. Thank you. So Section
12 3, Contractor Requirements, so the end of contract
13 transition is going to require the contractor to
14 provide support leading up to that end of the contract
15 so that we can promptly and timely transition in
16 accordance with whatever the transition span looks
17 like, whether it's the end of the contract or
18 continuing on.

19 A transition-out plan will address a minimum
20 thing that may consider some of the following but are
21 not limited to the following: staffing concerns,

1 issues related to the close out, communications,
2 importantly security and system access, hardware and
3 software inventory, et cetera. Also worth noting is
4 knowledge transfer in the event that the work is
5 transferred to a different entity.

6 The Return and Maintenance of State data,
7 that's pretty self-explanatory, but upon termination of
8 the expiration of the contract term all of the State
9 data would need to be returned in a mutually agreed
10 format to maintain all security requirements.

11 As it relates to invoicing, the contractor
12 will email the original of each invoice and signed
13 authorization to the contract monitor. That would be
14 yours truly. And all invoices for services shall be
15 verified by the contractor as accurate once you have
16 submitted that. So the submission is your verification
17 that the invoice is accurate. We will not process any
18 invoices that do not meet the following requirements
19 outlined in Section 3.3. They're pretty standard
20 invoicing requirements.

21 The Department does reserve the right to

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1 reduce or withhold contract payment in the event that
2 all deliverables are not completed or there are other
3 breaches or terms in the conditions of the contract.

4 While the State is generally exempt from
5 Federal excise taxes, the contractor is not and may be
6 liable for such sales and use taxes. Invoices for
7 final payment shall be clearly marked and final and
8 submitted when all of our requirements have been
9 completed and no further charges are to be incurred
10 under the contract.

11 In no event shall any invoice be submitted
12 later than 60 calendar days from contract termination
13 date, and we request that invoices are submitted by the
14 15th day of each month and payment shall be made based
15 upon one quarter of each annual contract amount.

16 Section 3.3 goes into a list of why the
17 contract may not be deemed payable, or an amount may
18 not be deemed payable, which I will not read through
19 all of these but they are there for you to take a look
20 at. Travel will not be reimbursed under this RFP.

21 One of the requirements that we ask of the

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1 contractor is a disaster recovery and data plan, so
2 ensuring that you have a plan for any concerns that
3 relates to redundancy, data backup, and disaster
4 recovery. We are seeing more and more of that lately,
5 and so we want to make sure that we are paying special
6 attention to having the correct measures in place to
7 make sure that we have a robust contingency and
8 disaster recovery plan in place, and then also making
9 sure that we are able to provide services in the event
10 of disruption regardless of what the cause is. I think
11 we all can agree we went through that about -- well,
12 just two years ago.

13 Data Export and Import -- the contractor
14 shall perform a full or a partial import of the State
15 data within 24 hours of request, and then also provide
16 to the State the ability to import and export data at
17 will and any access which are needed to import or
18 export the data.

19 All data, databases, and data derived or
20 directly purchased as a part of the RFP are the
21 property of the State. The purchasing State agency is

1 considered the custodian of the data, so OHEP would be
2 then responsible for determining the use, access,
3 distribution, and any other conditions based on
4 appropriate State statutes and regulations.

5 We ask that the contractor limit access to
6 and possession of State data, to only those whose
7 responsibilities require such access, and will train
8 those individuals in the confidentiality obligation.

9 At no time shall any data or a process that
10 belongs to or is intended for use of the State be
11 copied, disclosed, or retained by the contractor or any
12 party for subsequent use of any transactions that does
13 not include the State, and the contractor shall not use
14 any information collected in connection with the
15 services furnished under the contract for any purpose
16 other than fulfilling the services as described earlier
17 today.

18 3.6 describes Insurance Requirements, so I
19 will not go into those in detail, and 3.7 is an
20 exhaustive list of what we deem are acceptable security
21 requirements, and these are both for employees,

1 security and clearance, criminal background checks,
2 onsite security requirements, and also information,
3 technology, security. So four different types of
4 security, if you will. You can read more there in
5 Section 3.7.

6 Also in 3.7 and what the State expectation is
7 for data protection and control, and security logs and
8 report access. I think at the top of a lot of folk's
9 minds right now is the current security breach that our
10 friends over at MDH are facing so we want to make sure
11 that we are paying specific attention to this and
12 prevent any opportunity for such occurrences to happen
13 through this contract.

14 In the event that there is a concern or a
15 problem that needs to be escalated, 3.8 discusses the
16 Problem Escalation Procedure and what things they
17 expect as far as what the contractor would need to do
18 in the event that a problem arises and it needs to be
19 addressed. This goes into details here about the time
20 frame and what you would expect to hear about any
21 issues that are of concern and the related tests of the

1 Problem Escalation Procedure.

2 The rest of Section 3 really goes through
3 additional IT requirements and what is considered
4 private and confidential information and how we expect
5 that to be handled. There's a lot of IT information
6 that as I often tell folks I am a horrible millennial
7 in that I am not IT savvy, so you are better off
8 reading exactly what the expectation is than hearing it
9 from me.

10 With that, I believe that concludes -- no, I
11 have a few more parts on Section 3. I'm sorry. I was
12 going to hand it back over to you, Henry. See how
13 excited I was?

14 So Section 3.1 we go through the Experience
15 and Personnel, what our expectation is there and what
16 we will be giving special consideration to. So I'd
17 like to point out that we will give special
18 consideration to agencies that received funding under
19 the Economic Opportunity Act of 1964 for low income
20 energy assistance or weatherization services, and the
21 offeror shall have a minimum of three years prior

1 experience in administrative enrollment and eligibility
2 services for a low income benefit program.

3 Key Personnel Identified, we would want to
4 know who your program director is. They are required
5 to have three years of experience supervising
6 eligibility and enrollment services and any
7 substitution of personnel to do continuous work.

8 The contract monitor may direct the
9 contractor to replace any contract personnel who in the
10 sole discretion of the contract monitor are perceived
11 as being unqualified, non-productive, unable to fully
12 perform the job duties, disruptive, or known or
13 reasonably believed to have committed a major
14 infraction of law, DHS policies, or contract
15 requirements. There's more information about what the
16 expectation there is, and then the rest is for the most
17 part not applicable, but I will touch on the
18 solicitation prior to its end within 30 days or after
19 contract execution.

20 Prior to contract execution or within 30 days
21 after, the offeror may not substitute proposed key

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1 personnel except under specific circumstances which are
2 outline in 3.11.5.

3 The last piece that I would like to touch on
4 is the No-Cost Extension and in accordance with a BPW
5 Advisory. In the event that there are unspent funds
6 remaining on the contract, the procurement officer may
7 modify the contract to extend the contract beyond its
8 expiration date for a period up to but not exceeding
9 one-third of the base term of the contract for the
10 performance of work within the scope of work.

11 With that, I will hand it back over to you,
12 Henry. I think it's your turn.

13 MR. THORSTRATEN: Thank you. At this point
14 we will take questions. Please state in the chat that
15 you have a question. You don't need to fill in all
16 your information at that point. Just give me something
17 I can look at and call people out one at a time. I'll
18 give anyone who has phoned in a chance to ask
19 questions, as well.

20 When I call on you to ask your question
21 please state your name and the name of your company,

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1 and then I know you will be listening to questions and
2 responses here, but after this is over and it's back to
3 me reading, if you could go ahead and put your company
4 information in and your phone number and contact
5 information that's really important, especially to me,
6 because sometimes you will reach out to me by phone and
7 leave a message on my machine, and our phones at work
8 are not that great. So if I have something that I can
9 look up who exactly it was who left their name and what
10 their complete phone number is as opposed to the part
11 that dropped out when they were leaving it, that is
12 just so helpful to me.

13 So after the questions, go ahead and put your
14 information into the chat. So for now, just drop in
15 chat that you have a question and I'll call on you.
16 Okay. And if there is some problem where -- oh, great.
17 Donna Forrest, you have a question. I think you need
18 to unmute.

19 MS. FORREST: Is the data held in a Maryland
20 State computer system or is that something that the
21 contractor would have? I listened to all of the

1 security comments and I don't know if -- would the
2 contractor's employees like dial into a VPN where it's
3 a secure system, or is it something that the contractor
4 would need to worry about?

5 MR. THORSTRATEN: Lauren, can you address
6 that?

7 MS. MOLINEAUX: Sure. Yeah, so the
8 contractor would need to have access to our State's
9 system through a secured gateway, I guess, VPN
10 (indiscernible) that I am not an IT wonk (phonetic).
11 But we do hold the data through our own data management
12 system that your staff would then need to access
13 through a secure access point like VPN.

14 MS. FORREST: Okay. So, and I asked that
15 question because you talked about data breaches and it
16 would be difficult for someone to breach that data
17 unless they hacked into a State system. Well, that was
18 my question. Thank you.

19 MR. THORSTRATEN: Okay. Well, we can get
20 back to you in writing on that one. Is there anybody
21 else? Is there anybody on a phone who has a question?

1 (No response.)

2 MR. THORSTRATEN: You guys have no questions?

3 Okay. I'm going to move ahead but there will be a
4 second question and answer period at the end so when we
5 come to that point you can ask questions about any part
6 of the RFP, not just the part I'll be reading next.

7 Okay.

8 I'm going to continue with presenting the
9 RFP. Section 4 is Procurement Instructions. Proposals
10 are to be submitted through eMMA. Hard copy
11 submissions are not permitted for this solicitation.
12 The RFP Conference Summary and Attendance Sheet
13 Questions and Responses addenda and other solicitation-
14 related information will be made available via eMMA.

15 In order to receive a contract award, a
16 vendor must be registered in eMMA. All questions shall
17 be submitted via email to the procurement officer no
18 later than the date and time specified on the Key
19 Information Summary Sheet. As of now that is January
20 6, 5:00 p.m.

21 Answers to all questions that are not clearly

1 specific only to the requester will be posted on eMMA.
2 Generally if you're asking a question and I'm answering
3 you, I'm answering everybody. So that's why the
4 answers are -- the questions and answers are posted
5 into our questions and responses post in eMMA.

6 4.4 Procurement Method, the contract will be
7 awarded in accordance with a competitive sealed
8 proposals method under COMAR 21.05.03. Proposals must
9 be received by the procurement officer no later than
10 the proposal due date and time indicated on the Key
11 Information Summary Sheet. That is January 17th by
12 3:00 p.m. in order to be considered.

13 Requests for extension of this date or time
14 shall not be granted. Proposals received after the due
15 date and time will not be considered. Proposals may be
16 modified or withdrawn before the time and date for
17 receipt of proposals. Proposals may not be submitted
18 by email or facsimile. Proposals will not be opened
19 publicly.

20 4.6, Multiple or Alternate Proposals will not
21 be accepted. 4.7, Economy of Preparation, proposals

1 should be prepared simply and economically and provide
2 a straightforward and concise description of the
3 offeror's proposal to meet the requirements of this
4 RFP. 4.8.1, the offeror shall give specific attention
5 to the clear identification of this portions of this
6 proposal that it considers confidential and provide
7 justification why such materials should not be
8 disclosed by the State under the Public Information
9 Act.

10 Contracts for each jurisdiction shall be
11 awarded to the responsible offeror submitting the
12 proposal that has been determined to be the most
13 advantageous to the State considering price and the
14 evaluation factors set forth in this RFP. Offerors may
15 be required to make oral presentations to State
16 representatives. Oral presentations are considered
17 part of the technical proposal.

18 If the RFP is revised before the due date for
19 proposals, the Department of Human Services shall post
20 any addenda to the RFP on eMMA. There remains the
21 responsibility of all prospective offerors to check

1 eMMA for any addenda issued prior to the submission of
2 proposals.

3 eMMA, if some of you have not used eMMA yet,
4 eMMA works as rounds, so when I post the questions and
5 response or I post an amendment to the RFP, that's a
6 round in eMMA. So if you have, for instance, submitted
7 your proposal early and think you're done, and then I
8 post some questions and responses, that is a new round
9 and you need to watch that because you'll need to post
10 your proposal again within that new round. So you do
11 need to watch eMMA through the course of this
12 solicitation to make sure that you have posted to the
13 (indiscernible) round as posted.

14 Acknowledgment of the receipt of all addenda
15 for this RFP issued before the proposal due date shall
16 be included in the transmittal letter accompanying the
17 offeror's technical proposal. Failure to acknowledge
18 receipt of an addendum does not relieve the offeror
19 from complying with the terms, additions, deletions, or
20 corrections set forth in the addendum, and may cause
21 the proposal to be deemed not reasonably susceptible of

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1 being selected for award.

2 Offerors must be able to provide all goods
3 and services and meet all of the requirements requested
4 in this solicitation and the successful offeror shall
5 be responsible for contract performance including any
6 subcontractor participation.

7 By submitting a proposal in response to this
8 RFP, the offeror, if selected for award, shall be
9 deemed to have accepted the terms and conditions of
10 this RFP in a contract attached hereto as Attachment M.
11 4.21, before a business entity can do business in the
12 State it must be registered with the State Department
13 of Assessments and Taxation, SDAT.

14 It is strongly recommended that any potential
15 offeror complete registration prior to the proposal due
16 date and time. The offeror's failure to complete
17 registration with SDAT may disqualify an otherwise
18 successful offeror from final consideration and
19 recommendation for contract award, and I will tell you
20 that SDAT, because of Covid, has had a backup so I do
21 recommend that you address this as soon as you can.

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1 Section 4.25.4, the offeror or potential
2 offeror may use eMMA or email to submit proposals in
3 eMMA only, ask questions regarding solicitation, reply
4 to any material received from the procurement officer
5 by electronic means, but only on the terms specifically
6 approved and directed by the procurement officer.

7 4.26, there is no MBE subcontractor
8 participation goal for this procurement, and then there
9 is no VSBE participation goal for this procurement.

10 At this time the Maryland living wage
11 requirements will be presented by Delora Crutcher.
12 Thank you, Delora.

13 MS. CRUTCHER: Oh, you're welcome, Henry.
14 Good afternoon again. I will be sharing information
15 with you regarding Maryland's living wage law, which
16 have been in effect since October 1st, 2007. The
17 Maryland living wage law requires certain contractors
18 and subcontractors to pay a minimum wage rate to its
19 employees.

20 Working under certain State services
21 contracts, a solicitation for services under a State

1 contract valued at 100,000 or more, or for contractors
2 with ten or less employees may be subject to this law,
3 which is under the Title 18 of State Finance and
4 Procurement Article, Annotated Code of Maryland.

5 The current Maryland living wage law is 14.55
6 per hour if the State contract service value at 50
7 percent or more of the total value of the contract is
8 performed in a Tier 1 area. If the State contract
9 services value at 50 percent or more of the total value
10 of the contract, it is performed in the Tier 2 area.
11 Then you pay each covered employee at least \$10.93 per
12 hour. The specific living wage rate is determined by
13 whether the majority of the service take place in Tier
14 1 or Tier 2 of the State.

15 The Tier 1 areas include Anne Arundel,
16 Baltimore, Howard, Montgomery, and Prince George's
17 counties and Baltimore City. The Tier 2 area includes
18 any county in the State not included in Tier 1 area.

19 If your business has operations in areas with
20 two different tiers, the wage you pay is determined by
21 the area which 50 percent or more of the contract value

1 is performed. If the employees who perform the
2 services are not located in either Tier 1 or Tier 2,
3 the living wage rate will be based upon the majority of
4 the recipients of the service are located.

5 Additional information regarding Maryland's
6 living wage requirement is obtained in Attachment F of
7 the RFP which is entitled Maryland Living wage
8 Affidavit of Agreement for the Service Contracts.

9 Information may also be found on the Maryland
10 Department of Labor website -- labor.maryland.gov.
11 Click "Labor" in the tab's labor wages in the office
12 heading, then click link for the frequently asked
13 questions. This will take you to the page entitled
14 "Maryland Living Wage Frequently Asked Questions,
15 Living Wage for the State Service Contracts."

16 The living wages rate are subject to an
17 annual adjustment by the Department of Labor. However,
18 your prices under the contract may not change because
19 of any living wage adjustments. Thank you.

20 MR. THORSTRATEN: Thank you very much,
21 Delora. At this time, Kenneth Jessup will present

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1 information on the Maryland Hiring Agreement.

2 MR. JESSUP: Good afternoon, everybody. Give
3 me one second. I want to share my screen. All right.
4 Give me one second, guys. I apologize.

5 MR. THORSTRATEN: No problem. Take your
6 time.

7 MR. JESSUP: What I want to do is just take
8 you to the website that shows the Board of Public Works
9 and talks a little bit about the hiring agreement, and
10 I'm getting ready to do that in just one second, as
11 soon as I can get it pulled up. I apologize for the
12 wait.

13 But in short, the hiring agreement is the
14 opportunity for family investment participants to be
15 able to collaborate with State contractors
16 (indiscernible) to the opportunity to apply for a
17 position if the State contractor has a position
18 available with the contract with the State Department
19 of Human Services or a local Department of Social
20 Services agency. And I'm going to show you the page
21 right now.

1 So this is actually the Board of Public Works
2 advisory page. This is actually listed online. I can
3 drop the link in the chat for you if you want to look
4 at it at your leisure. The purpose literally is to
5 provide opportunity. We are not like an SB, SBR, or
6 MBE where there's a requirement with a contract. What
7 we do ask however though is if there's an opportunity
8 for a position that comes up that we get first crack at
9 it. We ask that it comes through the hiring agreement
10 email account and you get five business days in which
11 you post it up to individuals throughout the State.

12 If they have qualifications for the position,
13 if they apply for the position and follow your normal
14 interview process. If they don't meet the
15 qualifications, no harm, no file. It is what it is.
16 But if they do meet the qualifications we only ask that
17 they have an opportunity to interview and they
18 potentially get hired.

19 A little bit of a background on this. This
20 is actually a State legislative statute that goes along
21 with this. You can look those up at your leisure.

1 This is a little bit more about the background, and if
2 you have any additional questions or if you have any
3 questions about the hiring agreement after this meeting
4 you can always email me directly, either through Hiring
5 Agreement or kenneth.jessup@maryland.gov. Oh, and it's
6 in effect for the duration of the contract and
7 subcontractors are also part of the agreement, as well.
8 That's pretty much it.

9 MR. THORSTRATEN: Great. Well, thank you,
10 Kenneth. We'll now move on to Section 5. This
11 concerns the submission format. Two Part Submission --
12 offerors shall submit proposals in separate volumes or
13 envelopes. I know this sounds like it is a hard copy,
14 but it is via eMMA. Volume I is the technical
15 proposal; Volume II is the financial proposals.

16 Proposals delivered by facsimile and email
17 shall not be considered because it needs to be
18 submitted via eMMA. Provide no pricing information in
19 the technical proposal. Provide no pricing information
20 on the media submitted in a technical proposal.

21 Offerors shall provide their proposals in two

1 separate envelopes through eMMA, and you can follow the
2 quick reference guide, the QRG labeled 5-eMMA QRG
3 Responding to Solicitations (RFP) for double envelope
4 submissions. Two-Part Double Envelope Submission --
5 technical proposal consists of the technical proposal
6 and all supporting material in Microsoft Word format,
7 Version 2007 or greater; technical proposal in a
8 searchable Adobe PDF format; a second searchable Adobe
9 PDF copy of the technical proposal with confidential
10 and proprietary information redacted.

11 And the financial proposal consists of the
12 financial proposal entered into the price form
13 spreadsheet in eMMA and all supporting material in
14 searchable Adobe PDF format. A second searchable Adobe
15 PDF copy of the financial proposal with confidential
16 and propriety information removed is included.

17 In addition to the instructions below,
18 responses in the offeror's technical proposal shall
19 reference the organization and numbering of sections in
20 the RFP. That is, each section of the RFP is something
21 that you will respond to. They're not just sentences

1 that are there that inform you. You need to respond to
2 them. So, e.g., Section 2.2.1, your responses.
3 Section 2.2.2, your responses.

4 All pages of both proposal volumes shall be
5 consecutively numbered from beginning page 1 to end,
6 whatever page that is. The RFP describes in detail how
7 to format the technical proposal in Section 5.3.
8 Rather than reading all of the instructions at this
9 time I will mention some highlights. Please ask
10 questions after Section 6 if you have any.

11 5.3.2, F4, if the offeror is submitting
12 proposals for more than one jurisdiction -- this has
13 already been covered -- shall produce one technical
14 proposal regardless of the number of jurisdictions
15 proposed to serve and a separate financial proposal for
16 each jurisdiction proposed to serve.

17 If there are variations in service delivery
18 based on jurisdictional nuances, those variations shall
19 be described in detail on a separate page for each
20 jurisdiction so affected and appended to the technical
21 proposal. Financial proposal must include separate

1 pricing proposals for each jurisdiction proposed to be
2 served and labeled as such.

3 References -- I'm just going over this
4 because when you provide references you do need to
5 follow these guidelines and provide the information
6 these guidelines request. At least three references
7 are requested from customers who are capable of
8 documenting the offeror's ability to provide the goods
9 and services specified in this RFP.

10 Each reference shall be from a client for
11 whom the offeror has provided services and goods within
12 the past seven years, and shall include the following
13 information -- the name of the client organization; the
14 name, title, telephone number, and email address if
15 available of point of contact of the client
16 organization; and value, type, duration, and
17 description of goods and services provided.

18 The Department of Human Services reserves the
19 right to request additional references or utilize
20 references not provided by the offeror. Points of
21 contact must be accessible and knowledgeable regarding

1 the offeror performance.

2 5.4, Volume II, Financial Proposal -- the
3 financial proposal shall contain all price information
4 in the format specified in Attachment B. The offeror
5 shall complete the financial proposal form only as
6 provided in the financial proposal instructions, and
7 the financial proposal form itself -- do not amend,
8 alter, or leave blank any items on the financial
9 proposal form. Please remember that offerors may
10 submit a proposal for more than one jurisdiction.

11 Lastly, I'll talk about Section 6 and after
12 this there will be a chance to ask further questions.
13 Section 6 is the Evaluation Selection Process.
14 Evaluation of proposals will be performed in accordance
15 with COMAR 21.05.03 by a committee established for that
16 purpose and based on the evaluation criteria set forth
17 below.

18 Technical Proposal Evaluation Criteria -- the
19 criteria to be used to evaluate each technical proposal
20 are listed below in descending order of importance.
21 Unless stated otherwise, any sub-criteria within each

1 criterion have equal weight.

2 Offeror Qualifications and Capabilities
3 including Proposed Subcontractors -- the following
4 sub-criterion from Section 5.3.2H is given the greatest
5 weight. The State will give special consideration to
6 agencies that received funding under the Economic
7 Opportunity Act of 1964 for low income energy
8 assistance or weatherization services.

9 Offeror Technical Response to Requirements
10 and Work Plan -- the State prefers the offeror's
11 technical proposal to illustrate a comprehensive
12 understanding of work requirements and mastery of the
13 subject matter including an explanation of how the work
14 will be performed.

15 Proposals which include limited responses to
16 work requirements such as "concur" or "will comply"
17 will receive a lower ranking than those proposals that
18 demonstrate an understanding of the work requirements
19 and include plans to meet or exceed them.

20 Experience and Qualifications of Proposed
21 Staff -- economic benefit to State of Maryland and then

1 financial proposal evaluation criteria. All proposed
2 offerors will be ranked from the lowest most
3 advantageous to the highest least advantageous price
4 based on the total proposed price within the stated
5 guidelines set forth in this RFP and as submitted on
6 Attachment B, the Financial Proposal form.

7 Selection Procedures -- the contract will be
8 awarded in accordance with the competitive sealed
9 proposals method. The CSP method allows for the
10 conducting of discussions and the revision of proposals
11 during these discussions. Therefore, the State may
12 conduct discussions with all offerors that have
13 submitted proposals that are determined to be
14 reasonably susceptible of being selected for a contract
15 award or potentially so.

16 However, the State reserves the right to make
17 an award without holding discussions. With or without
18 discussions, the State may determine the offeror to be
19 not responsible or the offeror's proposal to be not
20 reasonably susceptible of being selected for award at
21 any time after the initial closing date for receipt of

1 proposals and prior to contract award.

2 Selection Process Sequence -- there are no
3 MBE or VSBE goals to be concerned about at this point.
4 Technical proposals are evaluated for technical merit
5 and ranked during this review. Oral presentations and
6 discussions may be held.

7 Offerors must confirm in writing any
8 substantive oral clarifications of or changes in their
9 technical proposals made in the course of discussions.
10 Any such written clarifications or changes then become
11 part of the offeror's technical proposal. Technical
12 proposals are given a final review and ranked.

13 The financial proposal of each qualified
14 offeror will be evaluated and ranked separately from
15 the technical evaluation. After review of the
16 financial proposals of qualified offerors, the
17 evaluation committee or procurement officer may again
18 conduct discussions to further evaluate the offeror's
19 entire proposal.

20 When in the best interest of the State, the
21 procurement officer may permit qualified offerors to

1 revise their initial proposals and submit in writing
2 best and final offers -- BAFOs.

3 Section 6.5.3, Award Determination. Upon
4 completion of the technical proposal and financial
5 proposal evaluations rankings, each offeror will
6 receive an overall ranking. The procurement officer
7 will recommend award of the contract to the responsible
8 offeror that submitted the proposal determined to be
9 the most advantageous to the State. In making this
10 most advantageous proposal determination, technical
11 factors will receive equal weight with financial
12 factors.

13 Upon receipt of a notification of
14 recommendation for contract award, the apparent awardee
15 shall complete and furnish the documents and
16 attestations as described in Table 1 of Section 7 RFP
17 Attachments and Appendices.

18 Okay. So this concludes the presentation of
19 the RFP. Are there any questions regarding any section
20 of the RFP? Please type your name and company into the
21 chat so that I may call on you.

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1 Okay. There was a -- since nobody has typed
2 anything in right now, there was someone who reached
3 out to me very briefly this past week in a phone call.
4 I don't remember their name but they had started to ask
5 a question about the reimbursement of the mileage
6 that's mentioned on the B1 form. If that person is
7 here, can they go ahead and state that question? I'm
8 sure everybody would be interested.

9 MS. CUFFEE: Good afternoon. So this is
10 Tonet and Ms. Robinson from the Neighborhood Service
11 Center. We asked about the travel reimbursement. So
12 we wanted to clarify if that is, you know, going to
13 trainings and so forth because that has been in the
14 last two or three RFPs. It was included. So this is
15 different.

16 MR. THORSTRATEN: Okay. I can actually break
17 out that part of the B1 form. Give me just a moment.

18 MR. KANG: Hi. This is Sang Kang from DHS.
19 I think you can maybe send that question in writing and
20 we can get back to you on the travel reimbursement.

21 MS. CUFFEE: Thank you.

1 MR. THORSTRATEN: Okay. So there are no
2 other questions? So nobody has any questions before I
3 conclude this conference? Okay. Donna Forrest, you
4 raised a hand? You're muted.

5 MS. FORREST: I'm sorry. So I had questions
6 about rounds for eMMA. So when you submit the
7 proposal, whenever there is someone who asks a question
8 or whenever you add information we have to resubmit the
9 proposal each time?

10 MR. THORSTRATEN: That's partly right. When
11 people submit questions to me they go through an
12 approval process. I try to answer some. The program
13 answers some. We get the OAG to approve our answers,
14 and then we post those. So it is the posting in eMMA
15 that creates the round.

16 So whenever I post an actual amendment to the
17 RFP, if a date changes or insurance requirements
18 change, that's an amendment. That will create a new
19 round, and also when I collect questions together and
20 then in bulk post them as a questions and response,
21 that also creates a round in eMMA.

1 So, yes, all the way up until the due date of
2 the solicitation you should watch eMMA, and we do try
3 to stop posting things roughly a week ahead of the
4 deadline, but that's only what we try to do. Something
5 may happen and we'll have to post something, and eMMA
6 will always see that as a round and it will always
7 create a new round into which you must apply your
8 proposal. That's just the way eMMA works.

9 MS. FORREST: So the follow-up question to
10 that is does that mean that whenever you post something
11 that that gives us an additional opportunity to alter
12 our proposal?

13 MR. THORSTRATEN: That's true, and in eMMA
14 you can actually -- since this is all electronic and I
15 don't know how to do this, I'm not a vendor, I see it
16 from a different end as a procurement officer -- you
17 can withdraw your proposal and then resubmit it. But
18 that again is like a vendor -- that will be probably --
19 I'm sure it will be a QRG about that, but again as a
20 procurement officer I do not see that part of eMMA so I
21 really can't answer that question very well.

1 MS. FORREST: Okay.

2 MR. THORSTRATEN: There is an eMMA help desk
3 and they are very good at answering questions. You can
4 reach out to them, as well.

5 MS. FORREST: Okay. And one more question.
6 The proposals from the last time that you issued a
7 request for them, are those proposals public?
8 Available to the public?

9 MR. THORSTRATEN: Yes. They can be done via
10 public information requests, and also there is certain
11 information from the previous solicitation that is
12 publicly posted by the Board of Public Works and the
13 agendas. So that you can just go to their website and
14 look it up.

15 MS. FORREST: So, the Board of Public Works?

16 MR. THORSTRATEN: Yeah.

17 MS. FORREST: Okay.

18 MR. THORSTRATEN: But if you want to see the
19 previous RFP -- Rick, do we need to do that through a
20 PIA or is that a different process for releasing that?

21 MR. GLASSBAND: Yeah. I mean, we need to

1 know exactly what she's requesting. If she doesn't
2 find it on BPW we would need to see it in writing.

3 MR. THORSTRATEN: Okay.

4 MR. GLASSBAND: And it may need to be a PIA
5 request.

6 MR. THORSTRATEN: Right. Okay. Thank you.

7 MS. FORREST: Yeah. I would just be
8 interested in the proposal that came from the
9 successful competitor.

10 MR. THORSTRATEN: Okay. That would need to
11 be a public information request. You would need to go
12 ahead and file that and then --

13 MS. FORREST: Okay.

14 MR. THORSTRATEN: Yeah.

15 MS. FORREST: Does that take a long time or
16 is that something that happens relatively quick?
17 Because, yeah, we have until the 17th.

18 MR. THORSTRATEN: Right. It varies. Like
19 there is no guaranteed time line for that. I would
20 just say go ahead and file it and I don't do that.
21 That's a separate department.

1 MS. FORREST: Okay. And that would be on
2 your website, right, where you file that?

3 MR. THORSTRATEN: If you do a Google search
4 for that it should come right up, and then also when I
5 do the Q&R for this I will include that information.

6 MS. FORREST: Okay. Thank you. That's the
7 questions I have.

8 MR. THORSTRATEN: Sure. Okay. This is -- if
9 there are absolutely no more questions I'll go ahead
10 and move on, and again, I do encourage you -- only a
11 couple people of done it -- encourage you to put your
12 information into the chat space. That is really,
13 really helpful for me to have.

14 Okay. So if there is no one else who has a
15 question, thank you all for attending the Pre-Proposal
16 Conference for the administration of the Maryland
17 Energy Assistance Program and the Electronic Universal
18 Service Program RFP. We look forward to receiving your
19 proposals.

20 Please remember that proposals are due
21 Monday, January 17th, 2022 by 3:00 p.m. local time via

1 eMMA. And thank you very much for attending.

2 (At 2:00 p.m. the conference concluded.)

3 - - -

CERTIFICATE OF NOTARY

I, Carol O'Brocki, Notary Public, before whom the foregoing testimony was taken, do hereby certify that the witness was duly sworn by me; that said testimony is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to this action, nor financially or otherwise interested in the outcome of the action; and that the testimony was reduced to typewriting by me or under my direction.

This certification is expressly withdrawn upon the disassembly or photocopying of the foregoing transcript, including exhibits, unless disassembly or photocopying is done under the auspices of Hunt Reporting Company, and the signature and original seal is attached thereto.



CAROL O'BROCKI, Notary Public
in and for the State of
Maryland

My Commission Expires: January 15, 2023

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