

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
PRE-PROPOSAL CONFERENCE

REQUEST FOR PROPOSALS FOR
LEGAL REPRESENTATION SERVICES FOR CHILDREN
INVOLVED IN CHILD IN NEED OF ASSISTANCE (CINA),
TERMINATION OF PARENTAL RIGHTS (TPR),
AND RELATED PROCEEDINGS AND INDIGENT ADULTS
INVOLVED IN ADULT PROTECTIVE SERVICES (APS)
GUARDIANSHIP HEARINGS AND ADULT PUBLIC GUARDIANSHIP
REVIEW BOARD (APGRB) HEARINGS

TUESDAY, NOVEMBER 10, 2020
10:00 A.M.
GOOGLE MEET VIDEOCONFERENCE

PRESENT FROM MARYLAND DEPARTMENT OF HUMAN SERVICES:

Rufus Berry, Procurement Officer
Sang Kang, Procurement Division
Kenneth Jessup, Hiring Agreement Program Manager

PRESENT FROM OFFICE OF THE ATTORNEY GENERAL:

Aretha J. Ector, Assistant Attorney General

PRESENT FROM MARYLAND LEGAL SERVICES PROGRAM:

Audre Davis, Director
Teminka Rawlings, Deputy Director

PROSPECTIVE BIDDERS PRESENT:

MARYLAND VOLUNTEER LAWYERS SERVICE

Janet Fedder
Yvonne Stone

FRANKLIN LAW GROUP

Stephanie Franklin

LAW FIRM OF SHARON M. DONAHUE, P.A.

Sharon M. Donahue
Chris Palmer

SKOLNICK LAW FIRM

Sharon Skolnick
Jayne Moreland

CHILDREN'S LEGAL SERVICES OF BALTIMORE

Christopher Robinson

LAW OFFICE OF DARLENE WAKEFIELD, P.A.

Darlene Wakefield
Michael Katz
Lindsay Bandzwolek
Alan Ofsevit

PODZIUS BIRCH LAW GROUP

Megan Podzius

LAW OFFICE OF AUGUSTA SIRIBUO

Augusta Siribuo

KING HALL, LLC

Barrett R. King
Marie Rau

ABRAHAM & BAUER, LLC

Susan Affleck Bauer
Richard Abraham

MARYLAND LEGAL AID BUREAU, INC.

William H. Joseph, Jr.
Gustava Taler
Stuart O. Simms
Chijioke Akamigbo
Ken Freienmuth
Julia Tsfrina
Karen Michaels-Johnson
Michael Medlock
Jennifer Schauffler
Erica LeMon
Joan Little
Miriam Sincell
Danielle Chappell
Mitra Ghahramanlou
Gina Polley
Scott Yaw
Lee Heithoff
Nina Shore
Arlene Callender
Cristen Sargent
Patricia Waldman
Nancy McCaig

REPORTED BY: DEBORAH B. GAUTHIER, NOTARY PUBLIC

P R O C E E D I N G S

1
2 MR. BERRY: It is 10:05 and I'm going to get
3 started. Good morning everyone. Welcome to the pre-
4 proposal conference for legal representation in the
5 State of Maryland. My name is Rufus Berry. Alongside
6 with other individuals, we will present information
7 regarding this Request for Proposal that was issued by
8 DHS on October 20th, 2020 for Legal Representation for
9 CINA, Children Involved in Child In Need of Assistance,
10 Termination of Parental Rights, and Related
11 Proceedings, as well as Indigent Adults Involved in
12 Adult Protection Services, APS, Guardianship Hearings,
13 and Adult Public Guardianship Review Board Hearings.
14 We will also try to answer as many questions as
15 possible concerning this RFP. I want to emphasize that
16 questions asked during this meeting should also be
17 submitted to me.

18 This meeting is being recorded and also being
19 transcribed by the court reporter. Therefore, I ask
20 everyone, if you are speaking, to -- I ask everybody
21 that when you are speaking and asking questions to

1 speak audible and to state your name and the company
2 that you -- and your company for the record. This
3 transcript -- the transcript of this conference will be
4 available on eMaryland Marketplace, as well as the DHS
5 website, following this meeting.

6 As I mentioned previously, everyone should
7 please mute themselves while everyone introduces
8 themselves. You may unmute yourself to acknowledge --
9 I'm going to go through the list of people that have
10 requested attendance to this meeting and you may unmute
11 yourself to acknowledge, and anybody else that I did
12 not mention will be given the opportunity to announce
13 themselves thereafter. I will start with the potential
14 Offerors that requested attendance and followed by DHS
15 staff. That includes the AAG, the Attorney General's
16 Office, Maryland Legal Services Program staff, Hiring
17 Agreement, and Procurement. You may also use the
18 function on the right side to ask questions or to bring
19 attention -- bring my attention to you if you want to
20 speak. I will go through the list and I have them
21 listed by firms and the individuals that have

1 identified -- that represent those firms. The first
2 firm I have is Maryland Legal Aid, and I have Jennifer
3 Schauffler; I have Michael Medlock; I have Gustava
4 Taler.

5 The next firm I have is Maryland Volunteer
6 Lawyers Office -- Lawyers Services. I have Janet
7 Fedder. Then I have -- the next firm I have is
8 Franklin Law Group; I have Stephanie Franklin. The
9 next firm I have is the Law Office of Sharon Donahue,
10 and I have Ms. Sharon Donahue. The next firm I have is
11 Skolnick Law Firm, and I have Sharon Skolnick and I
12 have Jayne Moreland. Sorry if I pronounced your name
13 wrong. The next firm I have is Children's Legal
14 Services of Baltimore, and I have Christopher Robinson.
15 The next firm I have is Law Office of Darlene
16 Wakefield. I have the representatives as Ms. Darlene
17 Wakefield, Michael Katz, Lindsay Bandzwolek. The next
18 firm I have is Podzius-Birch Law Group, and I have Ms.
19 Megan Podzius. And I have -- the next firm I have is
20 Siribuo Law Firm, and I have Ms. Augusta Siribuo. Then

1 I have Abraham and Bauer LLC. I have Ms. Susan Bauer
2 and I have Richard Abraham representing their firm.

3 Now I will move on to DHS staff. And from
4 the AAG Office I have Ms. Aretha. And from the
5 Maryland Legal Services Program I have Audre Davis and
6 I have Teminka Rawlings. From the Hiring Agreement, we
7 should have Kenneth Jessup. And from the Procurement
8 Division I have Sang Kang and I have myself, Rufus
9 Berry. Those are the individuals that I have listed on
10 my attendance listing. Anybody else that was not
11 mentioned, at this time you may unmute yourself
12 individually and announce yourself.

13 MR. AKAMIGBO: Chijioke Akamigo, Maryland
14 Legal Aid.

15 MR. PALMER: Chris Palmer, the Law Firm of
16 Sharon M. Donahue, P.A.

17 MS. TSFRINA: Julia Tsfrina, Maryland Legal
18 Aid.

19 MS. SINCELL: Miriam Sincell, Maryland Legal
20 Aid.

1 MR. FREIENMUTH: Ken Freienmuth, Maryland
2 Legal Aid.

3 MR. BERRY: Could you please repeat that? We
4 didn't hear you. Speak loudly.

5 MR. FREIENMUTH: It's Ken Freienmuth,
6 Maryland Legal Aid.

7 MS. SHORE: Nina Shore, Maryland Legal Aid.

8 MS. MCCAIG: Nancy McCaig, Maryland Legal
9 Aid.

10 MS. CHAPPELL: Danielle Chappell, Maryland
11 Legal Aid.

12 MS. MICHAELS-JOHNSTON: Karen Michaels-
13 Johnson, Maryland Legal Aid.

14 MS. SARGENT: Cristen Sargent, Maryland Legal
15 Aid.

16 MR. SIMMS: Stuart Simms, Maryland Legal Aid

17 MS. SCHAUFFLER: Mr. Barry. There's -- this
18 is Jennifer Schauffler from Maryland Legal Aid.
19 Yesterday I sent you list. There's 24 of us.

1 MR. BERRY: Yes, you did. Yes, I couldn't --
2 I didn't include that list. I'm going to include on
3 the list with this. I do have the list of names.

4 MS. SCHAUFFLER: Okay. Just so that the
5 court reporter is sure to get it.

6 MR. BERRY: Yes, I'm going to send that over
7 to her.

8 MS. SCHAUFFLER: Thank you.

9 MS. LEMON: Erica LeMon, Maryland Legal Aid.

10 MS. WAKEFIELD: Mr. Berry, it's Darlene
11 Wakefield. I'm present from my firm, but also I have
12 Alan Ofsevit, so there will be four of us from
13 Wakefield.

14 MR. BERRY: Okay.

15 MS. WAKEFIELD: Thank you.

16 MR. JOSEPH: William Joseph, Maryland Legal
17 Aid.

18 MS. FEDDER: Janet Fedder.

19 MR. BERRY: Go ahead, Janet.

1 MS. FEDDER: Janet Fedder from Maryland
2 Volunteer Lawyers Service. I have three people in
3 total.

4 MR. KING: Barret King, King Hall, LLC. Just
5 so it's clear for the record, I have Marie Rau -- R-A-U
6 -- present with me.

7 MS. BAUER: Susan Affleck Bauer from Abraham
8 and Bauer. And I believe Richard Abraham is also on
9 the telephone line, but he's having some technical
10 difficulties right now.

11 MR. BERRY: Is there anybody else?

12 (No response.)

13 MR. BERRY: That being said, I will move --
14 we'll move forward. I thank you all for introducing
15 yourself. As I mentioned earlier, my name is Rufus
16 Berry. I'm the lead Procurement Officer on this
17 solicitation. I would like for everyone to note that
18 the question and answer section are divided into two
19 stages, and it is listed on the agenda that I sent to
20 everyone, as well as being presented. We have -- there
21 will be Q-and-A following Section 1 and 2 -- Section 1,

1 2, and 3, and then there will be Q-and-A following
2 Section 4, 5, and 6.

3 Maryland Legal Services, being the custodian
4 of this procurement, will be afforded the opportunity
5 to provide the opening statement. At this time, I
6 would ask Ms. Audre Davis, the Director of Maryland
7 Legal Services Program, to give the opening statement.

8 MS. DAVIS: Good morning, everyone. Thank
9 you for joining us this morning. I would like to thank
10 you all for your interest in our RFP, and we will do
11 our best to answer any questions that you have, if not
12 on this call, but definitely in writing. One thing I'd
13 like to encourage everyone to do is to read the RFP all
14 the way through. Although it may look familiar, the
15 format and some of the requirements have significantly
16 changed, so I encourage everyone, please read the RFP.

17 There's three things that I wanted to
18 highlight for you that are significantly different from
19 the previous RFP for CINA and Adult. First is that
20 there is no financial audit required this go-round.

1 Previously, the financial audits were required at the
2 end of each contract year. They have been eliminated.

3 The second thing that you should -- well,
4 actually, there are four things. The second thing that
5 you should note is that this RFP period, the contract
6 period is for two years with three one-year options.

7 The third thing that you should note is that
8 we have determined that appeals for CINA and Adult are
9 going to be permitted as a separate billing.
10 Generally, all of the hearing types are invoiceable
11 once per contract year. For this contract, you will be
12 able to invoice for all of the hearing types once per
13 contract year, but, if you have an appeal, you will
14 also be permitted to invoice for an appeal once per
15 contract year. It will not count towards the other
16 hearing types for CINA and Adult.

17 And, finally, in order to try to upgrade our
18 contract monitoring a little bit, we're going to be
19 adopting the Department of General Services' protocols
20 for issuing a return form when you submit contract
21 documents. So when you submit, you know, the annual

1 reports that are required, you're going to receive a
2 document from the Contract Monitor that indicates the
3 document that was submitted and verify that it meets
4 the contract requirements, the date that it was
5 submitted, and, hopefully, that will assist everyone in
6 the contract monitoring process. So, once again, thank
7 you very much for participating, and we can move on to
8 the next section.

9 MR. JOSEPH: Audre, will you repeat that last
10 item about the Department of General Services form?

11 MS. DAVIS: Oh, yes. For the -- for the
12 record, that's Mr. Joseph speaking --

13 MR. JOSEPH: Good morning.

14 MS. DAVIS: -- William Joseph, yes, from
15 Legal Aid.

16 MR. JOSEPH: Good morning. Yeah. Good
17 morning.

18 MS. DAVIS: Good morning. So the Department
19 of General Services has some contract monitoring
20 documents, and so when contract documents are submitted
21 to us -- for example, the end-of-year documents --

1 you're going to receive a response from the Department,
2 and the response will include the date that we've
3 received the document, that the document has been
4 reviewed for completeness, things like signatures, that
5 all of the required elements have been met, just a
6 verification document that you, in fact, have submitted
7 everything that you were supposed to submit in
8 compliance with the contract terms.

9 MR. JOSEPH: Thank you.

10 MS. DAVIS: Certainly.

11 MR. BERRY: Thank you, Audre. I will
12 emphasize again -- once more that when you are -- when
13 you unmute yourself to speak, for the record, I ask
14 that you identify yourself.

15 We will now go on to -- go through the
16 sections. We plan on going through this RFP section by
17 section, beginning with Section 1 through 6. However,
18 I want you all to keep in mind that I will just be
19 addressing specific areas in those sections, and I will
20 echo what Ms. Davis just spoke, that if you haven't
21 done so already, I urge everyone to go in and read the

1 RFP in its entirety. I will start with Section 1.
2 Section 1 is the Minimum Qualifications. We -- as I
3 mentioned, we have two Functional Areas; that is the
4 CINA, as well as the APS. For the CINA, Offerors must
5 be considered reasonably susceptible of being selected
6 for this award. That's for both sections. For CINA,
7 Offerors shall have at least -- at least one attorney
8 employee who is assigned to represent children under
9 this Contract with a minimum of two years experience of
10 Maryland-specific child welfare legal experience. And
11 that's for CINA. And experience does not -- does not
12 include your time spent as a law clerk or paralegal.

13 For the next Function 2, APS, likewise, the
14 -- we are requiring at least one attorney employee to
15 represent APS, but in this section you must have a
16 minimum of three years experience in Maryland-specific
17 adult guardianship legal experience or ten years in
18 general litigation experience. These -- the proof of
19 this experience should be submitted -- should be
20 provided in the resumes of your attorneys, as well as
21 the references that you will -- that you will submit.

1 And that's the end of Section 1. At this time, I will
2 ask the Deputy Director of MLSP, Teminka Rawlings, who
3 will present two -- who will present the two sections -
4 - the following two sections; the Contractor
5 Requirements: Scope of work, Section 2, and Contractor
6 Requirements: General, Section 3. Teminka.

7 MS. RAWLINGS: Okay. Thank you, Rufus. I'm
8 Teminka Rawlings, as he said, Deputy Director of the
9 Maryland Legal Services Program. Good morning,
10 everyone. Thank you for participating in this pre-
11 proposal conference today. I'll begin with the Scope
12 of Work. It's extensive, so I'll be highlighting the
13 areas that you should pay special attention to.

14 As you know this RFP contains two Functional
15 Areas. Functional Area I is CINA, and Functional Area
16 II is APS. All contracts shall be for an indefinite
17 quantity, fully-loaded fixed unit price per child or
18 adult, per contract year, in CINA, TPR, APS, APGRB, or
19 related proceeding. Appeals may be invoiced separately
20 once per child or adult per contract year. On page
21 three, there's a chart that breaks down the number of

1 potential contract awards for each jurisdiction and for
2 each Functional Area.

3 It is important to note that the Department
4 intends to allow contractors that are currently
5 providing service under a CINA or APS contract with the
6 Department the opportunity to keep their open cases.
7 Those Offerors shall indicate in the Executive Summary
8 of their Technical Proposal the desire to retain such
9 cases. However, if an Offeror that is a current
10 contractor does not intend to seek new cases, but
11 wishes to continue providing services for its currently
12 assigned or existing caseload, that Offeror must submit
13 a proposal in response to the RFP in order to maintain
14 its currently assigned State cases and to demonstrate
15 that it intends to comply with all of the requirements
16 of this RFP. For the final award determinations for
17 existing caseloads only, preference will be given to
18 those current providers who submit a proposal to keep
19 their current caseload, provided it is determined to be
20 in the best interest of and most advantageous to th
21 State after the evaluation of proposals.

1 Next I'll cover the distribution of new cases
2 using our calendar system. In Functional Area I,
3 CINA/TPR, in Baltimore City, the Department intends to
4 award up to four contracts. The highest-ranking
5 contractor will receive 50 percent; 25 percent to the
6 second; 15 percent to the third; and 10 percent to the
7 fourth of calendar days. See Potential Contract
8 Awards, Attachment Z. In the remaining 23
9 jurisdictions, it will be 75 percent to the highest and
10 25 percent to the second highest.

11 For Functional Area II, APS/APGRB, in
12 Baltimore City, the Department intends to award up to
13 four contracts. The highest-ranking contractor will
14 receive 50 percent; second, 25 percent; third, 15
15 percent; and fourth, 10 percent of the calendar days.
16 Again, see Potential Contract Awards, Attachment Z.

17 In Baltimore County, the Department intends
18 to award up to three contracts. The highest-ranking
19 contractor will receive 50 percent; second, 30 percent
20 of the calendar days. In the remaining 22
21 jurisdictions, it will be 75 percent to the highest and

1 25 percent to the second-highest ranking contractor.
2 The Department intends to make up to 50 awards in
3 Functional Area I, CINA/TPR, and up to 51 awards in
4 Functional Area II, APS/APGRP, for new cases as a
5 result of this RFP. However, there may be more or less
6 awards made by the Department. The goal is to have at
7 least two vendors available to accept new cases in each
8 jurisdiction. See RFP Section 4.11, Award Basis, for
9 more contract award information.

10 Background and Purpose is next, and we'll
11 start with Functional Area I. In Functional Area I,
12 children who are in CINA, TPR, and related proceedings
13 are entitled to legal representation, and MLSP manages
14 all such legal services contracts Statewide to provide
15 sufficient qualified staff to meet the requirements of
16 this CINA, TPR, or related case representation. See
17 Projected Staffing Form, Attachment P.

18 Each attorney providing legal representation
19 under this contract must zealously advocate for the
20 needs of each client, and each attorney's caseload may
21 not exceed 1-to-100 attorney-client Ratio of CINA/TPR

1 cases. Contractors shall dedicate a minimum of eight
2 hours per case annually and adhere to the Maryland
3 Standard of Practice for Lawyers who represent children
4 involved in child abuse and neglect cases, as
5 identified in the Maryland Rules. See Guidelines of
6 Advocacy for Attorneys Representing Children,
7 Attachment Q.

8 Any attorney providing legal representation
9 under this contract is required to obtain 12 hours of
10 continuing legal education and training annually in
11 practice areas related to the representation of
12 children involved in CINA, TPR, and related
13 proceedings. The contractor must also certify, on
14 company letterhead each contract year, that all
15 attorneys providing legal representation under this
16 contract have satisfied this requirement. See Annual
17 Continuing Legal Education Training Certification
18 Letter, Attachment R-1.

19 All costs and travel expenses associated with
20 CINA/TPR training for staff attorneys shall be the
21 responsibility of the contractor. Contractors are

1 required to remove or replace no later than 30 days
2 after the end of each contract year any attorney
3 representing a child who fails to obtain the requisite
4 CINA/TPR annual continuing legal education and training
5 hours by the end of each contract year. Contractors
6 may be subject to an intermediate sanction by the end
7 of each contract year if this requirement is not
8 satisfied.

9 Next there's a list of the types of hearings
10 that contractors will provide representation on. This
11 list is not exhaustive. Contractor's staff shall
12 provide clients with all the necessary legal services
13 to insure effective legal representation in all court-
14 assigned and ancillary proceedings, as well as insure
15 that thorough independent investigations are conducted
16 throughout the life of the case.

17 The independent investigations must be
18 performed by an employee of the contractor who
19 possesses at least three years of child welfare
20 experience; also insure that the assigned attorney has
21 meaningful in-person contact at least once every six

1 months with the client prior to every scheduled hearing
2 in an environment that will facilitate effective
3 communication.

4 Attorneys are also required to participate in
5 court-ordered ancillary proceedings stemming from a
6 CINA/TPR case. Attorneys are to file, upon receipt of
7 a notice of appeal, at a minimum, a line of
8 representation in every case where the contractor is
9 the attorney of record in the CINA/TPR case that's
10 being reviewed. The attorney must also consider and
11 discuss with the client, as developmentally
12 appropriate, the possibility of ramifications of filing
13 an appeal. Please be advised that the Department will
14 not provide compensation for the mere filing of an
15 appeal -- of a line of appeal.

16 Contractors shall insure continuity of
17 representation by assigning each client's case to a
18 specific attorney. Any changes to this assignment must
19 be reported in writing to the State's Contract Monitor.
20 The contractor shall dedicate no less than eight hours
21 per client per contract year.

1 Next is Functional Area II. In Functional
2 Area II, indigent adults involved in APS/APGRB
3 proceedings are entitled to legal representation, and
4 MLSP also manages all such legal services contracts
5 Statewide. The Offeror must also provide sufficient
6 qualified staff to meet the requirements of the APS/
7 APGRB, or related case representation. See Projected
8 Staffing Form, Attachment P.

9 Each attorney providing legal representation
10 under this contract must zealously advocate for the
11 needs of each client and each attorneys caseload may
12 not exceed a 1-to-150 attorney-client ratio of APS and
13 APGRB cases. Contractors shall dedicate a minimum of
14 six hours annually to each client in APS/APGRB
15 proceedings.

16 All staff providing legal representation
17 under this contract is required to obtain 12 hours of
18 continuing legal education and training annually in
19 practice areas related to the representation of adults
20 involved in APS/APGRB and related proceedings. The
21 contractor must also certify, on company letterhead

1 each contract year, that all attorneys providing legal
2 representation under this contract have satisfied this
3 requirement. See Annual Continuing Legal Education and
4 Training Certification Letter, Attachment R-1.

5 All costs and travel expenses associated with
6 APS/APGRB training for staff attorneys shall be the
7 responsibility of the contractor. Contractors are
8 required to remove or replace no later than 30 days
9 after the end of each contract year any attorney
10 representing a client who fails to obtain the requisite
11 APS/APGRP annual continuing legal education and
12 training hours by the end of each of contract year.
13 Contractors may be subject to an intermediate sanction
14 until this requirement is satisfied.

15 You'll find a list of the types of hearings
16 that contractors will provide representation for on
17 page 13. This list is also not exhaustive.
18 Contractor's staff shall represent each client in a
19 manner that is consistent with applicable standards for
20 attorneys representing adults, including any and all
21 statutes and rules of procedures pertaining to the

1 representation of adults. Independent investigations
2 must also be performed throughout the contracted life
3 of the case. Contractors shall insure that the
4 assigned attorney has meaningful in-person contact at
5 least once every six months with the client prior to
6 every scheduled hearing in order to obtain a clear
7 understanding of the client's situation and needs.
8 Attorneys are also required to participate in court-
9 ordered ancillary proceedings stemming from an
10 APS/APGRB case.

11 Attorneys are to file, upon receipt of a
12 notice of appeal, at a minimum, a line of
13 representation in every case where the contractor is
14 the attorney of record in an APS/APGRB case that is
15 being reviewed. The attorney must also consider and
16 discuss with the client, as developmentally
17 appropriate, the possibility of ramifications of filing
18 an appeal. Again, the Department will not provide
19 compensation for the mere filing of a line in an
20 appeal. Contractors shall insure continuity of
21 representation by assigning each client's case to a

1 specific attorney. Any change to this assignment must
2 be reported in writing to the State's Contract Monitor.
3 The contractor shall dedicate no less than six hours
4 per client, per contract year.

5 Next, I'll go over the Administrative
6 Requirements that are the same for Functional Area I,
7 CINA/TPR, and Functional Area II, APS/APGRB. A Client
8 Intake Form, Attachment AA, shall be retained for each
9 case and appeal in which the contractor represents
10 clients under this contract. Upon realization that a
11 CINA or APS/APGRB case conflict of interest has arisen
12 in legal representation, the contractor shall refer the
13 case back to the Court the same day or next business
14 day, where appropriate, for prompt reassignment to
15 another contractor or private conflict counsel in the
16 jurisdiction as identified by the State's Project
17 Manager or the Judiciary.

18 The contractor shall document the hours each
19 attorney spends on each case. Subcontracting is not
20 permitted under this contract. Contractors must insure
21 that attorneys serving under this contract are licensed

1 to practice law in the State of Maryland and remain in
2 good standing with the Court of Appeals of Maryland for
3 the duration of the contract. Any attorney who has
4 less than the required years of specific legal
5 representation experience must be supervised. The
6 supervising attorney is required to be physically
7 present during all court-ordered proceedings until the
8 minimum years of experience have been attained.

9 Contractors must notify the Contract Monitor
10 on a rolling basis of any changes in staffing,
11 resignations, terminations, or complaints with the
12 Attorney Grievance Commission of essential staff using
13 the Changes in Staffing Report Form, Attachment S.
14 Contractors must insure that prior to the replacement
15 of any attorneys, a current resume and Letter of Good
16 Standing from the Court of Appeals of Maryland to
17 verify qualification to serve under this contract are
18 provided to the Contract Monitor.

19 Contractors shall be financially responsible
20 for all costs incurred for out-of-state travel required
21 to see clients. Contractors shall cooperate and

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1 interface with the State for routine, periodic, or
2 special compliance audits, as deemed appropriate by the
3 State. Contractors shall not co-mingle revenues
4 associated with this contract with the contractor's
5 other revenue, which may be held in a separate fund or
6 trust account.

7 Contract Deliverables are next. The list of
8 reports and their respective due dates to submit starts
9 on page 20, and you will need to make yourself familiar
10 with these due dates for submission of all required
11 documents. Contractors are required to submit fully-
12 executed reports on time and without receiving
13 reminders from the MLSP program staff.

14 For Functional Area I, CINA/TPR, those
15 invoices are due by the 15th, and the Functional Area
16 II, APS/APGRB invoices are due by the 30th of each
17 month for the preceding month's activities and must be
18 submitted using the Maryland Legal Services Program
19 electronic invoicing system. The Contract Monitor
20 shall review deliverables to determine compliance with
21 the acceptance criteria as defined for that

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1 deliverable. In the event of a rejection, the Contract
2 Monitor will formally communicate in writing any
3 deliverable deficiencies or nonconformities to the
4 contractor, and the contractor will resubmit the
5 corrected deliverable with the agreed-upon time period
6 for correction. There's a chart that lists the
7 deliverables starting on page 22 for your reference

8 Next, I'll be covering Contractor
9 Requirements. Contractors will be notified to schedule
10 and hold a kickoff meeting within ten business days of
11 the Notice to Proceed date. Now, in the event of a
12 contract termination for any reason or at the end of
13 the contract term, the contractor shall provide
14 transition assistance, as requested by the State, to
15 facilitate the orderly transfer of services to the
16 State or a follow-on contractor. This means that the
17 contractor will cooperate with MLSP staff to facilitate
18 an organized and timely transition of files. The
19 Contract Monitor may also provide the contractor with
20 additional instructions to meet specific transition
21 requirements prior to the end of the contract. And,

1 again, this transition is not for MLSP; it's for the
2 client. So just keep that in mind, so that we do have
3 timely and reasonable transfers of cases.

4 The contractor shall insure that all
5 necessary knowledge, case files, and materials for the
6 tasks completed are transferred to the custody of the
7 State personnel or third party, as directed by the
8 Contract Monitor. The contractor must also preserve,
9 maintain, and protect all State data until the earlier
10 of direction by the State to delete such data or the
11 expiration of 90 days, the retention period, from the
12 day of termination or expiration of the contract term.

13 During any period of service suspension, the
14 contractor shall maintain all State data in its
15 existing form, unless otherwise directed in writing by
16 the Contract Monitor. All files and documentation
17 generated by the contractor or the MLSP during the term
18 of the contract or the attorney's representation of a
19 client shall be retained by the contractor for a period
20 of three years following the termination or expiration
21 of the contract, expiration of the attorney's

1 representation, or the conclusion of any audit,
2 whichever is longer. In the event a contractor
3 continues to represent the client after the term of the
4 contract, based upon the availability of funds, the
5 contractor shall be compensated for those continued
6 services through the Court Appointed Attorneys Program.

7 When invoicing, contractors must provide the
8 required Court documents for each client. See Section
9 3.3, Invoicing. The contractor shall maintain, at a
10 minimum, the insurance covered outlined in this RFP.
11 Please review Section 3.6 for those specifics.

12 The contractor shall secure at its own
13 expense a Maryland State Police and/or FBI background
14 check on all assigned employees and all new employees
15 prior to assignment; provide certification to the
16 Department that the contractor has completed the
17 required criminal background check; and also provide
18 certification that the contractor's personnel have
19 successfully passed this check. Persons with criminal
20 records may not perform services under the contract,

1 unless prior written approval is obtained from the
2 Contract Monitor.

3 Please make yourself familiar with Section.
4 3.7.4, Information Technology. The contractor shall
5 insure a secure environment for all State data and any
6 hardware or software. The contractor shall notify the
7 Department, in accordance with Section 3.7.9, A through
8 D, when any contractor system that may access, process,
9 or store State data or State systems experiences a
10 security incident or a data breach. Please review
11 Section 3.7.8, Security Incident Response.

12 The contractor must provide and maintain a
13 Problem Escalation Procedure or a PEP for both routine
14 and emergency situations. The PEP must state how the
15 contractor will address problem situations as they
16 occur during the performance of the contract,
17 especially problems that are not resolved to the
18 satisfaction of the State within appropriate time
19 frames. Please note that the contractor must provide a
20 PEP no later than ten business days after the notice of
21 recommended award. Contractors must also notify the

1 Contract Monitor when the need to substitute personnel
2 arises. The Contract Monitor must be notified on a
3 rolling basis of the change in staffing, any new hires,
4 resignations, or terminations of key personnel in
5 Staffing Report Form, Attachment S.

6 Well, that concludes what I'll be covering.
7 Thank you.

8 MR. BERRY: Thank you, Teminka. Would there
9 be any questions regarding the sections that have been
10 covered already? If so, unmute yourself individually
11 and ask your question.

12 MR. KING: Barrett King, King Hall, LLC.
13 Just under the current dynamic, if you will, the
14 requirement, of course, for the adult guardianship
15 cases is that the attorneys have two years of directly
16 relevant experience, the new one being three. The
17 question becomes, if an attorney that is working on
18 these cases is going to be at two-and-a-fraction --
19 say, two years and six months when the contract rolls
20 over, will that attorney be permitted to continue
21 working if a new ward is granted or will they then be

1 suspended from their ability to work without immediate
2 supervision, if that makes sense?

3 MR. BERRY: Aretha -- you will be able to
4 answer that question, Aretha? Are you still on the
5 line?

6 MS. ECTOR: Yes.

7 MR. BERRY: Oh, okay.

8 MS. ECTOR: Hi. This is Aretha. The
9 attorney will have to be supervised by someone with at
10 least three years experience going forward.

11 MR. KING: Understood. Thank you.

12 MR. ROBINSON: Good morning. This is Chris
13 Robinson with Children's Legal Services. For the
14 Maryland State background checks, for existing staff
15 under existing contracts that have had that done, will
16 we need to update those for the new contract as if that
17 didn't happen or is that something that can carry
18 through with a certification that it was done for the
19 last contract? Additionally -- and this one I think is
20 a little premature, because we quite haven't gotten
21 there yet, but I don't want to miss it and I'll forget

1 -- if the -- since the existing contract period will
2 end at the end of May and, if I read it correctly, this
3 new one starts July 1st, what are we doing for June for
4 cases? Thank you.

5 MS. DAVIS: This is Audre Davis at Maryland
6 Legal Services. Aretha, you can correct me if I'm
7 wrong. I believe, for the new contract term, everyone
8 has to submit -- there is no carryover of the
9 background check. You have to submit new background
10 checks for all employees that will be working under the
11 newly-awarded contract. And I think the second
12 question was about -- the contract period for both CINA
13 and Adult is anticipated to start June 1st, so there
14 should not be a lapse in time, but we will go back and
15 make sure that that's clear in the RFP and supplement
16 this response, if necessary.

17 MS. ECTOR: This is Aretha. Can you tell us
18 where you saw that in the RFP, so we can correct that
19 error, if so?

20 MR. ROBINSON: If I remember correctly, it
21 was actually in the -- on the online Maryland

1 Marketplace for the bid of when it was expected to
2 start. And, again, I'd have to check that again as
3 well, because I may have misread it, but it certainly
4 stuck in my mind, so -- but it was on the online -- the
5 expected start date -- Maryland Marketplace.

6 MR. BERRY: Thank you for that. I will --

7 MS. STONE: We noted it in the document also,
8 and I'll do a search and figure out where we saw it.

9 MS. FRANKLIN: This is Stephanie Franklin
10 from the Franklin Law Group. It's on your Key
11 Information Sheet.

12 MS. DAVIS: Thank you.

13 MS. FRANKLIN: You're welcome.

14 MS. DAVIS: It's also stated under Section
15 2.1. This is Yvonne with Maryland Volunteer Lawyers
16 Service.

17 MR. BERRY: Under Section 2.1, it's stated
18 that the contract was -- will begin July 1st, 2021.

19 MS. DAVIS: Yes. This is Audre Davis.
20 Rufus, we'll issue a clarification. The intent is that
21 the contract will start June 1st, 2021. We'll provide

1 something in writing and post it to eMaryland
2 Marketplace. Thank you all.

3 MR. BERRY: No, what I'm saying is that it is
4 clear in Section 2.1. It says July 1st -- I mean, it
5 says June 1st -- it says June 1st, 2021. Okay. Those
6 concerns are noted and if -- whatever clarification is
7 needed, we will provide that. Are there any other
8 questions, comments, concerns?

9 (Brief pause.)

10 MR. BERRY: If not --

11 MS. WAKEFIELD: I'm sorry. This is Darlene
12 Wakefield. I did have a question concerning a
13 reference in the RFP to a contractor's Contract
14 Monitor. I'm trying to locate it. I think it's in
15 2.2.1. Maybe not, but I know that it references many
16 references to the State's Contract Monitor, but then
17 there's a reference to the contractor's Contract
18 Monitor. And I'm just wondering if someone can define
19 for me what that position is supposed to be.
20 Currently, we have Project Managers. Is that the same
21 or is that something new and different?

1 MS. RAWLINGS: Darlene, this is Teminka. You
2 said the section is 2.2.1?

3 MS. WAKEFIELD: I'm not sure, honestly. I'm
4 sorry.

5 MS. RAWLINGS: No problem.

6 MS. WAKEFIELD: I'm looking -- trying to find
7 it now, but I know that there's definitely a term and
8 it says -- refers to the State's Contract Monitor -- I
9 mean, excuse me, to the -- to the contractor's Contract
10 Monitor. I can't put my hand on it right now, but
11 that's all right. I'll just submit a written question.
12 I was just hoping maybe to get clarification, because
13 it was something new, and there was no mention -- there
14 was no definition section in this RFP, so I wasn't sure
15 if that was synonymous to a Project Manager, because
16 there's no reference anywhere anymore to the State -- I
17 mean, to the contractor having to have a Project
18 Manager, so I just wasn't sure what was going on with
19 that. Okay. I'll submit a written question.

20 MS. ECTOR: Hi. This is Aretha. Yes, it's a
21 new -- you probably noticed the new RFP and the format.

1 It's certainly become more standardized across the
2 State, and so where we used to use the term "Project
3 Manager" even for the State, it's now the "Contract
4 Monitor". So it's basically the same as the old
5 Project Manager for the contractor and for the State.
6 We're just trying to be more consistent across the
7 State when using the standardized RFP.

8 MS. WAKEFIELD: Okay. Thank you.

9 MR. JOHNSON: I just have a few more
10 questions.

11 VOICE: Can you speak up, sir?

12 MR. JOHNSON: Yeah. Can you hear me now? I
13 do have a few more questions. So when you're ranking
14 your Technical and your Financial, your Financial is
15 clear; lowest price gets highest ranking, whether it's
16 a penny or four pennies or ten dollars or a million
17 dollars. When you're ranking the Technical, how do we
18 know what is the difference between a one and a two or
19 a two and a three; how do you determine that? And
20 that's that the first question. The second question

1 is, how does a number two in Technical overcome and
2 become a number one based on price; how is that done?

3 MR. BERRY: Well, the Technical ranking, we
4 have a procedure that I'm going to go over in a little
5 bit as to how it's being ranked, but it is ranked from
6 most advantageous to the State to the least
7 advantageous to the State. That's how the Technicals
8 are ranked, but I will go over the criteria in a little
9 bit that will be used to rank the -- Aretha, correct me
10 if I'm wrong. Is there any other questions?

11 (No response.)

12 MR. BERRY: If not, Teminka, thank you for
13 your presentation, and we'll move on to Section 4.
14 Section 4 addresses how the -- are the instructions --
15 the Procurement Instructions, and I do want to begin
16 with Section 4.2 and emphasize that if you have not
17 been already, that everyone should go and register on
18 eMaryland Marketplace. And eMaryland Marketplace is
19 the electronic commerce system for the State of
20 Maryland. This RFP, this conference attendance
21 listing, the questions and responses, as well as all

1 the addendums will be posted on eMaryland Marketplace,
2 as well as -- eMaryland Marketplace Advantage -- I'm
3 sorry -- eMaryland Marketplace Advantage, as well as
4 the DHS State website. And I would emphasize to
5 everyone, go and register at eMaryland Marketplace,
6 because you cannot be awarded a contract in the State
7 of Maryland if you are not registered on eMaryland
8 Marketplace Advantage.

9 I will go on to Section 4.3 that addresses
10 the questions. All questions -- as stated on the Key
11 Information Sheet, all questions are submitted -- to be
12 submitted to my attention by November 19th, 2020 at
13 three p.m. I cannot emphasize that enough, that
14 deadline is what it says. Right now, it may or may not
15 change, but that would be based on research and
16 discussion that we ascertain with this RFP, but right
17 for now, the due date for all -- for all questions
18 should be submitted to me in writing by November 19th,
19 2020 at three p.m.

20 We'll move on to Section 4.4, which speaks
21 about the procurement method that is used. The

1 procurement method that is used for this procurement is
2 Competitive Sealed Proposals underneath COMAR 21.05.03.
3 If you're not familiar with that, I urge everyone to go
4 and read and -- to get themselves familiar with that
5 procurement method.

6 Section 4.5. The proposal due date for this
7 RFP is due on November -- on December 14th, 2020 at
8 three p.m. Eastern Time. No proposals will be accepted
9 past that due time. eMaryland Marketplace will not
10 accept your bid, and if you were to e-mail it to me, I
11 will not be accepting it. The due date is December 14,
12 2020 at three p.m. I refer you all to the Key
13 Information Summary Sheet. All bids must -- all
14 proposals must be submitted to eMaryland Marketplace.
15 Proposals are not submitted to me by e-mail and we are
16 not receiving hard copy proposals. They all should be
17 submitted to eMaryland Marketplace Advantage.

18 4.6, Multiple or Alternate Proposals.
19 Multiple and alternate proposals are not accepted.
20 Submitting a proposal for one or both of the functions
21 are not considered multiple proposals, so as long as

1 you follow the instructions set in Section 5. Offerors
2 can decide to submit a proposal to provide service for
3 only one function or for both functions. However,
4 submitting for both functions will not be considered
5 multiple proposals.

6 Let's skip down to Section 4.9, Award Basis.
7 A contract shall be awarded to the responsible Offeror
8 submitting the proposal that has -- that has been
9 deemed to be the most advantageous to the State. I'm
10 going to speak more on that in following sections.

11 4.10, Oral Presentations. An oral
12 presentation may be requested of the Offeror. Oral
13 presentations will be considered part of your Technical
14 Proposals. If the Procurement Officer and the
15 Committee think that an oral presentation is necessary,
16 Offerors will be contacted as to when and how the oral
17 presentation will be presented.

18 Section 4.12, Revisions to the RFP. If there
19 is a revision that includes amendment questions or
20 responses to questions, dates, and times, they will be,
21 as I mentioned previously, submitted on eMaryland

1 Marketplace by the Procurement Officer. I will extend
2 as well as e-mailing it to those vendors that I have on
3 -- that I have on my bidder list. Therefore, if you
4 wish to be on the bidder list to receive these
5 revisions and I don't have the contact already, I urge
6 you to submit your contact information to me by e-mail.
7 Offerors must acknowledge all receipt -- must
8 acknowledge receipt of all addendums in this RFP, and
9 that acknowledgment is due when your proposals are due
10 and shall be included in the transmittal letter
11 accompanying Technical Proposals.

12 I will touch briefly on Section 4.3 (sic) --
13 4.13, Cancellations. The State reserves the right to
14 cancel this proposal -- to cancel this RFP, accept or
15 reject any and all RFPs in whole or in part.

16 I will skip down to Section 4.17, Acceptance
17 of Terms and Conditions. By submitting a proposal in
18 response to this RFP, the Offeror, if selected for
19 award, shall be deemed to have accepted the terms and
20 conditions of this RFP and the contract. I refer you
21 to Attachment M.

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1 Proposal Affidavit. A Proposal Affidavit
2 shall be submitted with all proposals. That is
3 Attachment C.

4 Contract Affidavit. An Offeror is advised
5 that if a contract is awarded as a result of this
6 solicitation, the successful Offeror will be required
7 to complete a Contract Affidavit. That is Attachment
8 M, and that should be submitted within five business
9 days.

10 I will skip down to Section 4.26. There is
11 no MBE participation goal established in this RFP, as
12 well as there is no VSBE participation goal. That
13 being said, I will ask my colleague, Sang Kang, to
14 present on the Living Wage, if that's -- if he's
15 available. Sang.

16 MR. KANG: Thanks, Rufus. Hi. My name's
17 Sang Kang. I'm with DHS Procurement, and I'll present
18 the Living Wage law as it applies to this RFP. The
19 Living Wage law requires certain contractors and
20 subcontractors to pay minimum wage rates to employees
21 working under certain State service contracts.

1 Contracts valued at a hundred thousand or more may be
2 subject to the Living Wage law.

3 Effective September of this past year,
4 contractors are now subject to the Living Wage law and
5 they are required to pay each covered employee at least
6 \$14 and \$42 -- I'm sorry -- \$14.42 per hour, and that
7 is if the State contract services valued at 50 percent
8 or more are performed in the Tier 1 area. So that's
9 for Tier 1. State contract services valued at 50
10 percent or more that are performed in the Tier 2 area
11 and Offerors shall pay each covered employee at least
12 \$10.83 per hour. So that's the -- that's the Tier 2
13 area Living Wage rate.

14 The Living Wage rate is determined by a
15 whether a majority of services are taking place in a
16 Tier 1 or a Tier 2 area of the State. Tier 1 areas are
17 Anne Arundel County, Baltimore City, Baltimore County,
18 Howard County, Montgomery and Prince George's County.
19 All other counties in the State are Tier 2. If a
20 business has operations in areas with two different
21 wage tiers, then you will pay where 50 percent or more

1 of the total contract value is performed. If a
2 contractor provides more than 50 percent of its
3 services from an out-of-state location, then the State
4 agency -- then your wage rate will be based on where
5 the majority of service recipients are located. So
6 please submit your Affidavit of Agreement with your
7 Technical Proposal.

8 And, also, one last thing. The Maryland
9 Living Wage law is administered by the Department of
10 Labor, Licensing, and Regulation, so if you want more
11 -- additional information about the Living Wage law,
12 please go to their website. Actually, there's one more
13 thing I'd like to add. The Living Wage rates are
14 subject to annual adjustment by DLLR, which is the
15 Department of Labor, so when you price your proposals
16 please take that into account, that the Living Wage
17 rates may increase. Okay. Thank you.

18 MR. BERRY: Thank you, Sang. I want to
19 backtrack a little -- just one bit to Section 4.21. I
20 want to draw your attention to that, Verification of
21 Registration and Tax Payment. I want to draw your

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1 attention that you must register with the State of
2 Maryland Department of Assessments and Taxation. That
3 is SDAT. I've provided their physical address, as well
4 as the link to their e-mail, and I strongly recommend
5 that all potential Offerors complete registration prior
6 to the proposal due date. I want to draw your
7 attention to that and emphasize that that needs to be
8 done before you submit your proposals.

9 I will move on to Section 4.29, Federal
10 Funding. There is federal funding associated with this
11 program. Therefore, Attachment D will be required.
12 You will be required to acknowledge and send it with
13 your proposals.

14 I draw your attention to Section 4.39 (sic)
15 -- 4.31, Non-disclosure Agreement. There is not a
16 requirement for procurement -- for this procurement
17 that the Offeror provide a Non-disclosure Agreement.
18 However, it is a requirement that a Contractor submit a
19 Non-disclosure Agreement, and that is Attachment I. It
20 must be provided within five days of the award, as
21 listed on the list of attachments that should be

1 submitted. With that being said, we'll go to Section
2 4.36, Hiring Agreement. I will defer to my colleague,
3 Kenneth Jessup, to discuss more in detail the process
4 and importance of the Hiring Agreement. Kenneth, are
5 you available?

6 MR. JESSUP: Good morning, everyone. This is
7 Kenneth Jessup, Hiring Agreement Program Manager. I'm
8 going to share my screen really quick and, hopefully,
9 this won't take but half a minute. So the purpose of
10 the Hiring Agreement is, basically, to offer an
11 opportunity to individuals that fall under the Family
12 Investment Program to be able to apply for positions
13 that may come about through State procurement
14 contracts. It is not a requirement, such as like an
15 MBE or a VSBE, but it is an opportunity though that if
16 the contractor has any positions that we could have
17 qualified candidates for, to be able to apply for the
18 position, interview, and potentially be hired by the
19 contractor. The background is listed on this short
20 form we have of one page that I can have sent out to
21 you after the meeting. Criteria for the contract

1 usually is for two years or longer, of \$200,000 or
2 greater, and the contract will produce jobs for the
3 life of the contract. Once again though, so that this
4 is not to be done as a requirement or a hardship on the
5 contractor, it's only if you have a position that you
6 would address this clause and send it out to me and
7 allow me five business days in order to post it out to
8 our population Statewide to see if we have any
9 qualified candidates to apply for it, and, if we did
10 not, you be open to the public, you know, after the
11 five business days to have your posting put out there.
12 If there are any questions, please let me know.

13 (No response.)

14 MR. JESSUP: Thank you so much for your time
15 this morning.

16 MR. BERRY: Thank you, Kenneth. We'll now
17 move on to Section 5, and that is the Proposal Format.
18 This proposal -- your proposals should be done in two
19 submissions. As I discussed earlier, proposal
20 submissions will be done in two. An Offeror proposing
21 to provide services in both functions in this RFP shall

1 submit separate Technical Proposals and Financial
2 Proposals for Function 1 and 2. Let me clear on that
3 just a little bit. If you are submitting your proposal
4 -- if you are submitting for just one function, you
5 should have your Technical Proposal and your Financial
6 Proposal. If you are submitting for both functions,
7 the same, your Technical and your Financial should be
8 separate. However, you would submit your Technical for
9 one function and Technical for Function 2 together and
10 your Financial for Function 1 and Function 2 together.
11 I just want to make that clear. We'll move on to
12 Section 5.1.1.

13 MR. JOHNSON: Rufus, what does "together"
14 mean? What does "together" mean?

15 MR. BERRY: It means -- so when you submit
16 your proposal on eMMA, your Technical is sent in a
17 certain folder and your Financial is separately and --
18 because they are graded separately and they are
19 evaluated separately, we are not -- they are not
20 opening -- we are not allowed to open them up together.
21 So your Technical for Function 1 and 2 can be attached

1 together and submitted. You just have to identify and
2 label them Function 1 and Function 2.

3 MR. JOHNSON: By each county? By each
4 county, is that correct, or only one big parcel?

5 MR. BERRY: Yes, in one big parcel.

6 MR. JOHNSON: Okay.

7 MR. BERRY: That leads me into Section 5.1.1.
8 Your Technical should be labeled as Volume I, and your
9 Financial should be labeled as Volume II, Financial
10 Proposal, so Volume I, Technical Proposal; Volume II,
11 Financial Proposal. And they both, like I mentioned
12 earlier, are submitted electronically by eMaryland
13 Marketplace Advantage. Please note that on your Volume
14 I, Technical Proposal, there should be no pricing
15 information provided in that proposal. Your Volume I
16 should just speak of your technical expertise on how
17 you will address this RFP.

18 I will go -- I will explain more in detail as
19 to your -- as to how to submit your Volume I, your
20 Technical Proposals. Submit one executed Technical
21 Proposal and all supporting documents, as well as

1 submitting two in searchable Adobe PDF format,
2 including an unredacted version and a redacted version,
3 that expresses your confidentiality and your
4 proprietary information. Let me state that one more
5 time. The two electronic -- your searchable Adobe PDF
6 formats should include, one, an unredacted version and,
7 two, a redacted version that (indiscernible) the
8 confidentiality and proprietary information.

9 Your Volume II should be submitted as
10 follows: the same, one original executed proposal --
11 one original executed proposal -- Financial Proposal
12 and all supporting documents, as well as two in
13 searchable Adobe PDF format that includes unredacted
14 and redacted information.

15 We'll move on to -- your Technical Proposal
16 should be broken down in accordance with Section 5.3,
17 submitting it under the -- submitting it as tabbed, and
18 I'm going to go through that in just a bit. Tab A
19 should include your Title Page and a Table of Contents.
20 Tab A-1, a Confidentiality -- everybody still hear me?
21 Okay. I'm sorry. I lost (indiscernible). Tab B

1 should be your Offeror Information Sheet and
2 Transmittal Letter. Tab C should be your Executive
3 Summary, and this is where you will include it, in this
4 section. Tab D should be your Minimum Qualifications
5 documentation. Tab E should be your Offeror Technical
6 Response to this RFP and the Proposed Work Plan. This
7 will be your meet and greet (sic) -- meat and potatoes
8 of your RFP; it's where you will provide a
9 (indiscernible) step-by-step description of your
10 proposed plan. And we have listed in one through
11 eleven all that should be included under that tab.

12 MS. ECTOR: I'm sorry, Rufus. This is
13 Aretha.

14 MR. BERRY: Yes.

15 MS. ECTOR: I think my lettering is
16 different. Maybe you just misspoke. Audre, I don't
17 know if you have yours up. I have A as the Title Page
18 and Table of Contents.

19 MR. BERRY: Yes.

20 MS. ECTOR: B, Claim of Confidentiality.

1 MR. BERRY: No, that's -- we have Tab A and
2 then Tab A-1. Then we have Tab B. A-1 is the Claim of
3 Confidentiality.

4 MS. ECTOR: Okay. So under the tab. Okay.

5 MR. BERRY: Tab F is where you will -- that's
6 where you will address your experience and qualified
7 proposed staff. Tab G is where you will provide your
8 qualifications and capabilities with this RFP. Tab H
9 is where you will submit your references. And I should
10 note that there should be at least three references
11 submitted. Tab I should be a list of your prior --
12 should be a list of your current and prior State
13 contracts. Tab J should be your financial capability.
14 Tab K should be your certification of insurance. M
15 should be your Legal Action Summary, and this is where
16 you will identify your outstanding legal actions or
17 potential claims. Tab N should be your economic
18 benefit factors. This is where you will narrate a
19 description of benefits that would occur to the State
20 economically as a direct or indirect result of this
21 performance. Tab O is where you will present your

1 Technical Proposal and the required forms and
2 certifications. The required forms are listed in
3 Section 7, and we list as to what forms will be
4 submitted with your proposal and what forms will be
5 required following award. We'll go to -- and that will
6 be your Tech Proposals.

7 We'll go to Section 5.4, your Financial
8 Proposal, Volume II. The Financial Proposal shall
9 contain all price information in format specified in
10 Attachment B. Attachment B gives the instructions as
11 to how it's to be submitted.

12 We'll move to Section 6. That's the
13 Evaluation Process. Section 6 describes how your
14 proposal will be evaluated by the Agency. There will
15 be a committee to evaluate proposals from this RFP, and
16 this will be done in accordance with COMAR 21.05.03.
17 During the evaluation process, the Procurement Officer
18 may determine at any time that a particular Offeror is
19 not suitable for award. We'll go to Section 6.2,
20 Technical Evaluation Criteria.

21 MR. JOHNSON: Mr. Berry --

1 MR. BERRY: Yes, sir.

2 MR. JOHNSON: -- pardon me a second. The
3 question that Aretha asked you about the arrangement of
4 A through M, what was your answer? Because I think --
5 I think what I have here is different from what you
6 were saying. What was your answer to Aretha's question
7 on Tab A through -- what it was?

8 MS. ECTOR: M.

9 MR. BERRY: So if you go to page 64 (sic),
10 5.3, we have underneath 5.3.2, where it says a "A", we
11 have the Title Page and the Table of Contents. That is
12 Tab A.

13 MR. JOHNSON: Right.

14 MR. BERRY: Then B, Claim of Confidentiality;
15 if applicable, submit --

16 MR. JOHNSON: Right.

17 MR. BERRY: As I said, that's if applicable,
18 it would be submit underneath Tab A-1.

19 MR. JOHNSON: Go ahead.

1 MR. BERRY: Then it goes to -- and then you
2 go to C, Offeror Information Sheet and Transmittal
3 Letter; that is Tab B.

4 MR. JOSEPH: Go ahead.

5 MS. ECTOR: Right. So, William, this is
6 Aretha. It's correct. I was looking at the paragraph
7 lettering, as opposed to the tabs, which are in the
8 parentheses. So he was correct in identifying the tab
9 number. I was looking at the paragraph. He got it
10 right.

11 MR. JOHNSON: Okay. So he -- so he is
12 actually describing the tabs.

13 MS. ECTOR: Correct.

14 MR. JOHNSON: Got you. Okay. Ignore it.
15 You all are talking DHS talk. I didn't understand. I
16 got it.

17 MS. ECTOR: Okay.

18 MR. BERRY: We'll move to 6.2, your Technical
19 Criteria -- your Technical Evaluation Criteria. We
20 have listed three main criteria that will be used in
21 evaluating the Technical Proposals. They include --

1 THE REPORTER: Excuse me. Can I interrupt
2 real quick?

3 MR. BERRY: Absolutely.

4 THE REPORTER: There are people that don't
5 have their mics muted, and I need for everyone to mute
6 your mic if you're not speaking. Thank you.

7 VOICE: Yes, please.

8 MR. BERRY: Thank you. The three sections
9 that have been identified that will be -- that will be
10 used to evaluate your Technical Proposals includes
11 6.2.1, that is your Experience and Qualifications of
12 Proposed Staff; 6.2.2, your Offeror's Technical
13 Response to Requirements and Work Plan; and 6.2.3, the
14 Offeror's Qualifications and Capabilities. Those are
15 the criteria that will be used to evaluate the
16 Technical Proposals.

17 The criteria that will be used to evaluate
18 your Financial Proposal, all Offerors will be ranked
19 from the lowest, which is most -- from the lowest,
20 which is the most advantageous, to the highest, which
21 is the least advantageous price based on the technical

1 -- on the total price -- on the total proposal price
2 within the State guidelines set forth in this RFP. And
3 this should be submitted on Attachment B. So I hope
4 that answers the previous questions that was asked as
5 to how we will rate your Technical and your Financial.

6 MR. JOHNSON: Pardon me. It does not really
7 answer my question. You describe how the Financial
8 Proposal will be ranked. That's very simple; cheapest,
9 highest-ranked. You describe how the Technical
10 Proposal will be ranked (indiscernible). When you put
11 them together to have the average (indiscernible)
12 ranking, how do you get there?

13 MR. BERRY: That, we looked at the --

14 MR. KANG: Hi. This is Sang Kang from
15 Procurement. The overall ranking is actually --
16 "technical factors will receive greater weight than
17 financial factors." I'm reading from Section 6.5.3.
18 And this is where -- for the overall ranking, it's
19 determined by which proposal taken together is most
20 advantageous to the State. "In making this most
21 advantageous proposal determination, technical factors

1 will be given greater weight than financial factors."
2 That's all that's given in the RFP. There is no rubric
3 or anything stated in the RFP.

4 MR. JOHNSON: And you mentioned --

5 MR. BERRY: And the Technicals are not rated
6 on a numeric system.

7 MR. JOHNSON: You said what is most
8 advantageous to the State.

9 MR. BERRY: Yes.

10 MR. JOHNSON: What criteria -- what are the
11 criteria used that we will know? In other words, the
12 distance between the law office and the Court, is it --
13 what does it mean -- what does it mean, "advantageous
14 to the State"? What are some of the criteria being
15 used to make that determination? For example, what are
16 two or three criteria?

17 MS. ECTOR: So -- this is Aretha. So the
18 criteria used to rank is listed, so when you submit
19 your proposal, the number one criteria that the State
20 will be looking at is your experience and experience of
21 the personnel. And then there's criteria concerning

1 your work plan. How do you propose to provide the
2 services? So there are a lot of factors that go into
3 that, looking at the requirements of the RFP. So
4 what's most advantageous to the State, there's no
5 separate criteria for that listed, like A, B, C, D, and
6 E, but what the Department will look at is the services
7 that are being offered and look at the price for those
8 services to make sure that the State is paying for
9 boutique services, or if you say you're going to
10 provide boutique services, if your price is not
11 reasonable, then that's not advantageous to the State.

12 If the State determines that you cannot
13 provide the services at that price or perhaps they can
14 get the services -- equal services at a lower price,
15 those are the kind of things that the State will look
16 at when we compare the Technical and the Financial to
17 get the overall ranking. And the Technical Proposals
18 are ranked numerically. If we get five proposals,
19 those proposals will be ranked one through five. If we
20 get twenty proposals, they will be ranked one through
21 twenty.

1 MR. JOHNSON: Aretha, thank you for that
2 answer. I think the criteria you mentioned as being
3 most advantageous are those that will be used in the
4 Technical evaluation. My question was, all right, so
5 if a bid or proposal -- and I can do this for a hundred
6 dollars, let's say, does that get an automatic ranking
7 of number one, if it's the lowest? And, if it does,
8 when do you make the determination that that might not
9 be a feasible price?

10 MS. ECTOR: That's done -- so for pricing,
11 the price proposals are ranked from lowest to highest.
12 That's simple math, lowest to highest.

13 MR. JOHNSON: That's correct.

14 MS. ECTOR: And then there's a determination.
15 Once that's done, the Committee will look at both the
16 Technical Proposal and the Financial Proposal, and we
17 view both of them together for an overall ranking,
18 looking at the services being offered and the price for
19 those services, and then make a determination at that
20 point what's most advantageous for the State. And then
21 there will be a third ranking for the overall best

1 proposals, ranked one -- if it's five, ranked one
2 through five.

3 MR. JOHNSON: Right. So I would imagine that
4 your Evaluation Committee will know what the criteria
5 you are using to determine what is most advantageous to
6 the State, but a bidder --

7 MS. ECTOR: Again, there is no written
8 criteria for that. It's in any proposal. And COMAR
9 talks about what's most advantageous to the State,
10 considering the Technical Proposal. Technical is the
11 services being offered for the price. What's the best
12 services that the State can get for the best price?
13 That's the criteria. The best price; that's the
14 criteria.

15 MR. JOHNSON: Right. So it would be helpful
16 if you gave notice to the bidders as to what are the
17 criteria for determining what is advantageous. There
18 is no criteria whatsoever, so we have no clue -- no
19 clue what you conclude is advantageous. None.

20 MR. ECTOR: We will not be including any
21 additional criteria in the RFP.

1 MR. KANG: Yeah. This is all standard
2 language in all RFPs. I think I -- I wanted to correct
3 you though. You said that Technical Proposals are
4 based -- we judge those as most advantageous. That's
5 actually not true. Technical Proposals are based on
6 the evaluation criteria in 6.2. In 6.5, you'll see
7 that the overall ranking is based on what's most
8 advantageous. And there are only two criteria, which
9 is technical and financial factors. So I don't know if
10 that helps, but -- yeah, the Technical Proposals are
11 based on the evaluation --

12 MR. JOHNSON: Sang, two things. Number one,
13 at what point does the State determine that a price
14 might be feasible or it might be too low to purchase or
15 to -- or provide the service that a Technical Proposal
16 proposes. The second question -- the second question
17 is about -- so a proposal is ranked number one on the
18 financial side, because it's the lowest number of
19 dollars. That same proposal or some other proposal
20 that ranks two in Financial gets a ranking of one in
21 Technical. What does it take for the lower Financial

1 Proposal, which has a higher technical ranking, to
2 overcome the lower Financial Proposal?

3 MR. BERRY: It says it in 6.3, where it says
4 that the Technical Proposal will have a higher --

5 MS. ECTOR: I think the answer is the same
6 that we provided to you. There is no overall ranking
7 until -- unless and until the Technical Proposals have
8 been completely evaluated and ranked. Then the
9 Committee will open the Financial Proposals. They will
10 then be ranked. Then there will be a joint review and
11 discussion of both together to determine the overall
12 ranking. That's it.

13 MR. BERRY: Yes.

14 MR. JOHNSON: The Technicals are opened
15 first. They are ranked by what is most advantageous to
16 the State on how you meet the requirements -- how you
17 meet the requirements of the RFP. Got that. And then
18 you open the Financials.

19 MS. ECTOR: Correct.

20 MR. JOHNSON: So you (indiscernible) -- all
21 right. Let's take Proposal A as the top-ranking

1 Technical. When you open the package, that same
2 proposal (indiscernible) two ranking in Financials --

3 MR. BERRY: Hold on one second. Can everyone
4 mute their -- can everyone mute themselves please, if
5 you're not speaking? I'm hearing --

6 THE REPORTER: I'm hearing breathing. Thank
7 you.

8 MR. JOHNSON: So Proposal A, which has the
9 highest-ranking Technical, but it's ranked lower than
10 one financially, how does it overcome the lower price?
11 It can overcome -- is there a standard deviation that
12 is used mathematically to say it's a deviation of a
13 hundred dollars, 200? What is it? How does --

14 MS. ECTOR: No.

15 MR. SANG: That's determined --

16 MR. BERRY: That's determined by the
17 Committee.

18 MR. JOHNSON: How does a higher financial
19 price overcome a lower financial price?

20 MR. KANG: It's whether it's most
21 advantageous to the State. It's whether the State is

1 willing to pay more for those services who's higher.
2 And that's determined -- that's what we mean by most
3 advantageous.

4 MS. ECTOR: There's no formula --

5 MR. JOHNSON: So that's a problem.

6 MS. ECTOR: There's no mathematical formula
7 to it. It's just a comparison between technical and
8 financial. It's just like any other thing. You go buy
9 an automobile. How much are you willing to pay for
10 that automobile based on the, you know, special
11 offerings for that vehicle. Is it worth paying \$500
12 more to get, you know, the heated steering wheel? Do
13 you need it?

14 MR. JOHNSON: All right.

15 MR. BERRY: That leads us to the following
16 section. Section 6.5 talks about our general
17 requirements, that this proposal will be awarded in
18 accordance with Competitive Sealed Proposals. We
19 express in detail what is considered Competitive Sealed
20 Proposals. I do want to bring attention to that. The
21 Financial Proposal of each qualified Offeror, a

1 responsible Offeror determined to have submitted an
2 acceptable proposal, will be evaluated and ranked
3 separately. As we just mentioned, it will be ranked
4 separately.

5 Your Technical will be ranked first. We will
6 open up all Technical Proposals and they will be
7 evaluated and ranked. Then the Committee -- and then
8 we will have a Committee that will open up the
9 Financial Proposals, and they will be ranked. Then we
10 will have a total ranking. And, at that time, the
11 Committee -- prior to opening up the Financial
12 Proposals, the Committee may submit -- may request
13 clarification from all Offerors, and that clarification
14 will be requested in writing, and you will be given a
15 time to submit clarifications, if the Committee deems
16 that as important.

17 Once your Financial is opened, it will be
18 graded -- it will be weighted as a total proposal, and
19 at that time the Procurement Officer may again conduct
20 a discussion to further evaluate the Offeror's entire
21 proposal, and at that time the Procurement Officer may

1 request a best and final offer from the Offerors. The
2 State may take an award without issuing a request for a
3 best offer. However, you may only perform limited
4 substitutions to their proposals. And that is stated
5 in Section 3.1.

6 When that is done, we will move to the Award
7 Determination. Upon completion of the Technical and
8 Financial Proposal evaluations and rankings, each
9 Offeror will receive an award ranking. When that is
10 done, the Procurement Officer will recommend an award
11 of the contract to the responsible Offeror that
12 submitted the proposal deemed to be the most
13 advantageous to the State. In making this advantageous
14 proposal determination, technical factors, as I
15 mentioned previously, will receive a greater weight
16 than the financial.

17 Upon that time -- upon the time -- documents
18 required upon notice of recommendation for contract
19 will be required of the vendor that is selected, and
20 those documents are listed in Section 7. Once that is
21 done -- once those documents are received, we'll go

1 through with the internal process of awarding this
2 contract. That being said, I think we have covered all
3 the issues of the sections that I deemed that was of
4 reasonable importance for covering in this
5 presentation. If anyone has any other questions, the
6 floor is open at this time.

7 MS. FEDDER: Yes. Mr. Berry --

8 MR. BERRY: Yes, ma'am.

9 MS. FEDDER: -- this is Janet Fedder from
10 Maryland Volunteer Lawyers Service. I do have some
11 questions.

12 MR. BERRY: Okay.

13 MS. FEDDER: Let's see. All right. Jumping
14 back, under Tab H, which is referred to on page 59, it
15 mentions references. So on those references, are we
16 just providing you with names and contact information
17 of those references?

18 MR. BERRY: Tab H, right?

19 MS. FEDDER: Yes. So we don't need an actual
20 letter of reference is what I'm understanding, like the

1 last -- during the last RFP process; it's just name and
2 contact information for references?

3 MS. WAKEFIELD: This is Darlene Wakefield.
4 I'm sorry. Could you repeat that question and answer
5 again on the references?

6 MS. FEDDER: Okay. Yeah. Janet Fedder again
7 from Maryland Volunteer Lawyers Service. We haven't
8 heard the answer. My question concerns references.
9 Are we, in our proposal, providing just the names and
10 contact information of the references so that you can
11 contact or the evaluators can contact them, if they
12 choose? So we are not inserting actual letters of
13 reference from these people; is that correct?

14 MS. WAKEFIELD: So I have a -- this is
15 Darlene Wakefield, and I have a follow-up question to
16 that. With regard to the CINA contracts, you
17 specifically state here -- in Section I, it says, "The
18 reference shall be from a client." So we have, A,
19 issues of confidentiality, where you're asking us to
20 give you information about clients; B, issues about
21 minors. Is -- are we to assume, potentially, that a

1 reference could also be given from, let's say for
2 example, a foster parent or a treatment facility
3 representative? We need some clarification on that as
4 well.

5 MS. FRANKLIN: This is Stephanie Franklin
6 from the Franklin Law Group. I agree with Darlene and
7 the woman who spoke from MVLS -- pardon me, I can't
8 remember your name -- with respect to clarification on
9 references. Also on page 59 to 60, with respect to
10 Section I, you indicated name of client organization;
11 name and title, telephone number, e-mail address;
12 value, type, duration, and all of those things. So I'm
13 asking this question just for clarification, that we
14 can get attorneys or other professional references to
15 satisfy this section.

16 MR. KANG: Hi. This is Sang.

17 MR. BERRY: Go ahead, Sang.

18 MR. KANG: I think we should get those
19 questions in writing. I think we have to do an
20 amendment. I think the thought would be to have the
21 reference letters, but if you could send those in

1 writing, just so we can be clear about how the
2 references are sent to us, we should be able to get
3 that back to you in a week or so.

4 MS. FEDDER: Okay. Thank you.

5 MS. ECTOR: With respect to the references,
6 also under Tab H -- I guess that's page 59 -- and maybe
7 we need to do an amendment, but it does mention
8 references should be from customers who are capable of
9 documenting the services, so that may include a foster
10 parent. We're not necessarily expecting a reference
11 from a child, but a foster parent, maybe a facility, a
12 judge, someone who's capable of indicating,
13 documenting, confirming the number of years an attorney
14 has been in practice or the quality of the services
15 that your firm has provided.

16 MS. FRANKLIN: So that would exclude
17 attorneys?

18 MS. ECTOR: No, it does not exclude
19 attorneys, no. It cannot come from anybody from the
20 Department of Human Services, but, other than that,
21 it's from customers who are capable of documenting your

1 ability to provide the services. And if you're using a
2 reference to prove someone's experience, then that --
3 that's different as well.

4 MS. FEDDER: Okay. So, in other words, you
5 may be issuing an amendment, after we submit our
6 questions in writing, to expand upon who is appropriate
7 as a reference?

8 MS. ECTOR: Well, not necessarily that -- not
9 necessarily that so much, but to confirm that we want
10 actual reference letters as opposed to just the name
11 and an address, which would cause the Department to
12 have to contact those individuals, which they still may
13 do, but I think in this case the intent is to get an
14 actual reference letter, and we'll indicate what should
15 be included in that letter.

16 MS. FEDDER: Okay. And not only is this an
17 issue for the firms providing services for CINA cases;
18 also for us who are providing services to clients with
19 really diminished capacity, et cetera, it's very
20 unlikely that one of our actual clients, meaning an

1 alleged disabled person or disabled person, will be
2 able to provide a reference.

3 MS. ECTOR: Right.

4 MS. FEDDER: Okay. All right. And I have
5 another question on Tab F that's referenced on page 58.
6 It's Letter G, Tab F. I don't understand the phrase,
7 "Offerors shall propose exactly three key resources".
8 Maybe you addressed that before and it just went by me.
9 I don't really understand what "key resources" means
10 and why exactly three.

11 MR. BERRY: Send that one as well to -- if
12 you can send me -- send that question in writing, we'll
13 address that and send it -- and it will be posed.

14 MS. FEDDER: Okay. All right. And if I
15 might too, the page numbers are -- it says like page
16 such-and-such, like page 58 of 137, but unless
17 something's changed, when I went into the site and
18 printed everything out, it stops at page 135. I don't
19 see a page 136 and a 137, so I don't know if I'm
20 missing something or -- enumeration.

1 MS. BAUER: This is Susan Bauer. Actually,
2 if you go into Mr. Barry's most recent e-mail, in his
3 attachment, it has the additional pages.

4 MS. FEDDER: Okay. Great. Thank you.

5 MS. BAUER: Sure.

6 MR. BERRY: I'm sorry. You said when you
7 printed it off from eMMA it did not come out the full
8 page?

9 MS. FEDDER: Yeah, what Ms. Bauer just said,
10 that I could check your most recent e-mail.

11 MR. BERRY: Yeah, but I want to --

12 MS. FEDDER: It was a week or so ago, you
13 know, whenever we printed it, and I went in a second
14 time, but you might want to check to see what eMMA is
15 showing, 'cause I don't know what it's showing right
16 now.

17 MS. SCHAUFFLER: This is Jennifer Schauffler.
18 I just printed it yesterday, and it's the same -- I had
19 the same problem as Ms. Fedder.

20 MS. FEDDER: Oh, okay.

1 MR. BERRY: What pages is missing? I will go
2 on eMMA and double-check it.

3 MS. FEDDER: And, also, the agenda says that
4 proposals are due Friday, December 14th, 2020 at three
5 p.m., but my calendar says that Friday is December
6 11th.

7 MR. BERRY: That's a Monday. The agenda is
8 -- that's a typo on the agenda. Just go with the --
9 with the Key Information Sheet.

10 MS. FEDDER: Well, but that had the wrong
11 year, so --

12 MR. BERRY: On the Key Information Sheet?

13 MS. FEDDER: Well, on the Notice of Intent to
14 Solicit, there you had proposals due on December 14th,
15 2019 at two p.m., so everybody has to be clear that
16 it's --

17 MR. BERRY: No, no, no. That notice --
18 that's the wrong -- apparently, that's the wrong
19 notice, yeah, 'cause there's a revised notice that went
20 out. I'm talking about the Key Information Sheet on
21 the RFP itself, where it says "Proposal Due" --

1 MS. FEDDER: Right. Yeah. Okay. That is
2 correct.

3 MR. BERRY: Yes.

4 MS. FEDDER: Okay. That's fine, as long as
5 we know that that's when you actually want it, Monday,
6 December 14th at three p.m.

7 MR. BERRY: Yes.

8 MS. FEDDER: Okay.

9 MR. BERRY: Are there any other questions?

10 (No response.)

11 MR. BERRY: If there's none, I thank you all
12 for attending this pre-proposal conference and I'll
13 look for your questions that will be coming. And, as I
14 just mentioned, I will emphasize again, your proposal
15 is due on November -- hold one -- November 14th --

16 VOICE: December.

17 MR. BERRY: December 14th. Sorry. December
18 14th, 2020 at 4:30.

19 VOICE: Three p.m.

20 MR. BERRY: Three -- at three p.m. December
21 14 -- Monday, December 14, 2020 at three p.m.

1 MS. ECTOR: I think there's a question in the
2 comments.

3 MR. BERRY: It says, "Can we" -- I'm going to
4 read it out for the court reporter. It says, "Can we
5 submit questions individually or do they all have to be
6 submitted on the 19th?" You can submit questions
7 individually. You can submit it up to the 19th. So
8 from now until the 19th you can submit questions. And
9 that was from Ms. Yolanda Stone.

10 MS. STONE: It's Yvonne Stone.

11 MR. BERRY: Yvonne Stone. I'm sorry. Yvonne
12 Stone.

13 MS. STONE: Sorry. I have a lot of
14 background noise, so --

15 MR. BERRY: That's all right. I hope that
16 answered your questions.

17 MS. ECTOR: This is Aretha again. And just
18 for everybody's reference, questions submitted will be
19 responded to in writing and published the same way the
20 RFP was published, that is on the Department's website
21 and through eMMA. Unless a question is really specific

1 to one particular vendor, all of the questions, if
2 they're submitted timely or if we have enough time to
3 respond, will be responded to in writing and posted.
4 We do make the questions anonymous, so don't be fearful
5 about submitting questions. We don't identify the firm
6 or the individual who asked the question. We just
7 simply list them and then submit answers to those
8 questions.

9 MR. BERRY: Okay. I thank everyone and have
10 a great day.

11 (Whereupon, at 12:00 p.m., the pre-bid
12 conference was concluded.)

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CERTIFICATE OF NOTARY

I, Deborah B. Gauthier, Notary Public, before whom the foregoing pre-proposal conference was held, do hereby certify that said pre-proposal conference is a true record of the proceedings; 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 pre-proposal conference 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.

Deborah B. Gauthier

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