

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES ADMINISTRATION
PRE-PROPOSAL CONFERENCE

INVITATION FOR BIDS
FOR
IN-HOME AIDE SERVICES
IFB NUMBER SSA-IHAS-23-001-S

TUESDAY, JUNE 14, 2022
10:00 A.M.
(Remotely via Google Meet)

Maryland Department of Human Services
311 West Saratoga Street
Baltimore, Maryland 21201

PRESENT FROM MARYLAND DEPARTMENT OF HEALTH:

RUFUS BERRY, Procurement Officer

DEBORAH WILBURN, In-Home Aide Program
Administrator, Office of Adult Services

GREG SESEK, Director, Office of Adult Services

CHANDRA MILLER, DHS Procurement Coordinator,
Small Business Reserve Liaison

KANISHA REED, Procurement Division

ARETHA ECTOR, ESQUIRE, Assistant Attorney General

VENDORS PRESENT:

MEG OSHAI, Director
Nucareway Health Services, LLC

CHRISTINA ABANGE, Nursing Director
Love One Home Healthcare

ELIZABETH WEGLEIN, Elizabeth Cooney Personal Care

REPORTED BY: DEBORAH B. GAUTHIER, Notary Public

P R O C E E D I N G S

1
2 MR. BERRY: Good morning everyone. Welcome
3 to the pre-bid conference for In-Home Aide Services
4 with DHS. My name is Rufus Berry. I am the
5 Procurement Officer on this solicitation. And in this
6 pre-bid conference the State is intending to present
7 information regarding this IFB, and we're going to try
8 to answer all the questions and provide some
9 clarification as best as we can. The agenda has been
10 added to the calendar. Therefore, you can download it
11 from there to follow along, as well as the
12 solicitation. And I assume that everyone -- the
13 prospective Bidders should have read the IFB prior to
14 this conference, because we will not be reading it.
15 However, we'll try to go over key points in this IFB
16 that we feel that is pertinent that we feel that
17 everyone needs to pay close attention to.

18 This conference is being recorded and
19 transcribed. Therefore, I ask everyone to speak
20 clearly for the record so that -- because we will be
21 publishing this transcript on eMaryland Marketplace, so

1 we ask that you speak clearly, identify yourself, as
2 well as the organization and the -- the organization
3 that you represent, as well -- as well as your contact
4 information. That's why we ask that you put it in the
5 chat section, so that we can provide that to the
6 reporter.

7 At this time, like I mentioned, my name is
8 Rufus Berry. I am the Procurement Officer -- Lead
9 Procurement Officer on this solicitation. I will give
10 the State representation a chance to identify
11 themselves, those that's on the -- on this call,
12 starting with my -- with the Procurement -- my
13 Procurement colleagues that's listening, so I believe I
14 have two of them on this conference as well, so y'all
15 can go ahead at this time, and then I'll ask the
16 Program to go ahead and introduce themselves.

17 MS. REED: Hello. Hi. My name is Kanisha
18 Reed. I'm a Procurement Officer with DHS.

19 MS. MILLER: Hello. I'm Chandra Miller,
20 Procurement Coordinator with DHS; also the Small
21 Business Reserve Liaison.

1 MR. BERRY: Ms. Debbie, are you able to hear
2 everyone? I was speaking to the court reporter, Ms.
3 Debbie.

4 THE REPORTER: Ms. Miller came in a little
5 soft.

6 MS. MILLER: Do you need me to repeat?

7 MR. BERRY: Yes, Chandra, can you repeat that
8 once more?

9 MS. MILLER: Sure. I'm Chandra Miller,
10 Procurement Coordinator for DHS; also the Small
11 Business Reserve Liaison. Is that better?

12 MR. BERRY: Yes. Thank you.

13 MS. MILLER: Thank you.

14 MR. BERRY: So, Ms. Deborah and Greg, I'll
15 give you a chance to introduce yourselves.

16 MR. SESEK: Good morning, everyone. I'm Greg
17 Sesek, the Director of the Office of Adult Services at
18 DHS. At DHS, we provide adult protective services
19 investigating for abuse, neglect, and exploitation of
20 vulnerable adults; that is anyone 18 years of age or
21 older. IHAS or In-Home Aide Services is one of the

1 services that we provide. It's a limited home
2 healthcare program providing personal care. We thank
3 you for your interest in becoming a Contractor within
4 this Program, and we hope that today's meeting is
5 informative to you. Just a quick reminder, again
6 reiterating that we are both recording and transcribing
7 this conversation today, so, if you're not speaking, if
8 you could put yourself on mute, we would appreciate it.
9 Thank you. Over to Deb.

10 MS. WILBURN: Good morning, everyone. My
11 name is Deborah Wilburn. I am with the Office of Adult
12 Services. I am the In-Home Aide Program Administrator.
13 I oversee this Program, and I am the point of contact
14 for the Contractors with this solicitation, so -- for
15 the Program, so I look forward to speaking with you all
16 today and helping you to learn more about this
17 Contract.

18 MR. BERRY: Great. Is there anyone else from
19 the Program or from DHS?

20 MS. WILBURN: No.

21 MR. BERRY: That's it?

1 MS. WILBURN: Uh-huh.

2 MR. BERRY: At this time, I will open it up
3 for the vendors to please introduce yourself and the
4 company that you represent.

5 MS. ABANGE: Hi. Good morning, everyone. My
6 name is Christina Abange. I am the Nursing Director
7 for Love One Home Healthcare.

8 MR. BERRY: Welcome.

9 MS. ABANGE: Thank you.

10 MS. OSHAI: Good morning, everyone. My name
11 is Meg Oshai, and I am the Director of Nucaaway Health
12 Services based out of Frederick, Maryland.

13 MR. BERRY: Welcome. Anyone else?

14 (No response.)

15 MR. BERRY: If not, we'll just jump right
16 into it. I presume that everyone had a chance to look
17 at the agenda. I'm just going to touch briefly --
18 we'll go over, like I said, we will briefly go over the
19 solicitation, the key points that we feel that you all
20 need to pay close attention to. I will go over Section
21 1, which is the Minimum Qualifications. Then the

1 Program will go into Section 2 and part of 3, and I
2 will handle the rest of 3, 4, and as well as 5 and 6.
3 We have the -- and then one of my colleagues will
4 handle the Living Wage section as well, because we have
5 a Living Wage on this, as well as the Hiring Agreement.
6 I believe -- I don't think Kenneth Jessup is on the
7 call. He had e-mailed me and stated that he may not be
8 on here. So I do have the Hiring Agreement document
9 that he would need -- he would have been presenting to
10 you all, so following this meeting I'm going to send it
11 -- I'm going to send it to everyone. That's why --
12 that's the importance of having your contact
13 information in the chat. I'm going to send it over,
14 and if you have any questions concerning that, I can
15 address it and I can reach out to Kenneth as well if
16 there's anything that I cannot address.

17 I just -- I ask everyone -- just to echo what
18 Greg said, that everyone please mute yourself, just so
19 that the court reporter is able to pick up everything
20 and record this meeting accordingly. Also, I ask that
21 you hold all your questions. We will be -- there wil

1 be a section for Q-and-A after Section 6, as well I
2 believe after Section 2 and 3, once the Program goes
3 over those sections. However, we will identify -- we
4 will ask -- once the Q-and-A section comes on, we will
5 ask you all to present your questions.

6 With that being said, let me briefly touch on
7 the Key Information Sheet. I ask that everyone please
8 pay close attention to that. As I mentioned, this is a
9 -- this solicitation is for In-Home Services, Project
10 Number SSA/IHAS-23-001-S. This project -- this
11 solicitation was posted on June 1st, 2022, and, as I
12 mention on there, I'm the Procurement Officer. My
13 contact is on there, my e-mail, as well as my phone
14 number. I'm pretty active on responding to e-mails as
15 best as I can, so if you have any questions, I ask that
16 you please put it in writing to me, and I will get with
17 the Program and we will respond to it as promptly as we
18 can.

19 This solicitation is being -- will be
20 published -- was published on eMaryland Marketplace.
21 Therefore, it will be -- all Bids will be received

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1 through eMaryland Marketplace. That's why I have
2 provided the link that -- where you will be able to
3 find the solicitation, as well as respond to the
4 solicitation on there. I don't need to touch on the
5 pre-proposal, because we are already here. However,
6 questions are due on June 17th at three p.m. I ask
7 that everyone submit your questions by then. You have
8 following this meeting until June 17th to send me all
9 your questions, and the Program will have a few days to
10 -- will have a day or two to respond to your questions.

11 Also, I want to indicate that any questions
12 that you will ask over here at this conference, I ask
13 that you also please resend it in writing, so that we
14 can properly respond to it, because there are sometimes
15 we may respond to the questions at this conference and
16 it may not be an accurate response, and we would like
17 the chance to provide you an accurate response to your
18 questions.

19 The due date for this solicitation is June
20 30th at three p.m. I believe I may have stated June
21 31st on the solicitation. I'm going to double-check

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1 that. And we all know there's not 31 days in June, so
2 it's due June 30th at three p.m.

3 That being said let me touch briefly on
4 Section 1, which is the Minimum Qualifications. One,
5 to be considered -- to be considered responsive, the
6 Bidder must document in your Bid that it is -- that you
7 have satisfied the minimum qualifications in this IFB.
8 And the minimum qualifications is as such. The Bidder
9 shall possess two years of experience with at least
10 five years performing in-home aide or personal
11 assistance services to adults with disabilities. You
12 also must provide -- an experienced Registered Nurse
13 may be considered to meet -- your experience as a
14 Registered Nurse may also be considered to meet the
15 two-year requirement.

16 As proof of meeting this requirement, the
17 Bidder shall provide two reference letters from clients
18 with its Bid attesting to your experience, as well as
19 you may provide your -- the Bidder may provide the
20 Registered Nurse's capabilities, which is -- which we
21 have outlined in Section 5.4.7. That includes how the

1 reference letters should be outlined as well. Your
2 reference letter should be from a client for whom the
3 Bidder or the Bidder's Registered Nurse has provided
4 goods and services within the past five years and shall
5 be -- shall follow the following steps: One, the name
6 of the client organization; two, the name, the title,
7 phone number, as well as the e-mail address for the
8 point of contact for that client organization; the
9 value of the -- the value, the type of service,
10 duration of the that you're in, as well -- and as well
11 as describing the goods and services that you provided.

12 Secondly, the Bidder should all provide a
13 license -- the Bidder shall provide a license by the
14 State of Maryland -- the State of Maryland's Department
15 of Health's Office of Health Care Quality at the time
16 of your submission. Your license should be submitting
17 showing that it is certified -- showing that you are
18 certified for one or more of the following: One, your
19 In-Home -- your Home Health Agency; two, Residential
20 Agency -- Residential Services Agency; and, three, the
21 Nursing Referral Agency. These are things that you

1 should provide as proof that you are meeting the
2 requirement.

3 So that brings us to the end of the Minimum
4 Qualifications. At this time, I will ask Ms. Deborah
5 to touch -- briefly touch on the Section 2, which is
6 the Scope of Work.

7 MS. WILBURN: Okay. Yeah, Section 2. Again,
8 good morning, everyone. I want to talk about Section
9 2, Contractor Requirements: Scope of Work, starting
10 with the Summary Statement. The Department of Human
11 Services intends to make multiple awards within each of
12 the following jurisdictions: Allegany, Cecil, St.
13 Mary's, Frederick, and Washington Counties. A Bidder
14 can propose to serve more than one jurisdiction.
15 However, a separate Financial Bid Form, Attachment B-1,
16 and the Transmittal Page at Appendix 11 must be
17 submitted for each jurisdiction it proposes to serve.
18 The Bidder's office does not need to be within the
19 jurisdiction upon which they are bidding. The Bidder's
20 office does not need to be in Maryland.

1 Background and Purpose, Section 2.2. IHAS is
2 a program of the Office of Adult Services under the
3 Social Services Administration. IHAS is provided in
4 the homes of individuals who are eligible and have a
5 functional disability. And services are intended to:
6 (A) prevent or reduce the incidence or length of
7 institutional placement; (B) prevent or reduce the
8 length of out-of-home placement of children; © prevent
9 abuse neglect, or exploitation of vulnerable adults;
10 and (D) promote safety, stability, and self-
11 sufficiency.

12 The Department recently awarded contracts for
13 these services. However, due to various circumstances,
14 this limited IFB is for the five jurisdictions
15 identified earlier. In Cecil County and St. Mary's
16 County, we currently have one provider, and one or more
17 providers is needed to handle the additional caseload,
18 particularly in the remote areas of the County. Both
19 Allegany, Frederick, and Washington Counties that have
20 two providers are in need of more providers to handle
21 its existing caseload. Therefore, Bidders must be

1 prepared to accept referrals and begin providing
2 services immediately after the NTP.

3 2.21, State Staff and Roles. The State
4 Contractor (sic) is the sole point of contact for the
5 Contractor. And then you have the LDSS, which is the
6 Local Department of Social Services, IHAS Supervisor
7 will be responsible for the day-to-day requests for
8 services and operations of Contracts within the
9 jurisdiction.

10 Section 2.3, Responsibilities and Tasks.
11 Under Staffing, the Contractor shall employ, as Rufus
12 said, at least one registered RN and five CNA nurse
13 assistants throughout the life of the Contract. The RN
14 must supervise the CNAs. The Contractor must insure
15 that the RNs and the CNAs are proficient in English and
16 they have served as the primary and consistent provider
17 of IHAS.

18 The Contractor shall perform the duties
19 outlined in the client's IHAS Personal Care Plan. The
20 Contractor shall insure its staff are available to
21 provide services on the weekend. The Contractor shall

1 provide substitute CNAs within one hour of notifying
2 the LDSS IHAS Supervisor. The Contractor shall provide
3 its RNs and CNAs a minimum of two in-service training
4 programs. And the Contractor shall identify a liaison
5 to work with each LDSS IHAS Supervisor in order to
6 communicate changes in the client's condition, health,
7 needs, and circumstances.

8 Scope of Work. The IHAS Supervisor or
9 designee will request services from the Contractors
10 between the hours seven a.m. and 4:30 p.m., Monday
11 through Friday. The request may be verbal or in
12 writing. In the request, the following will be
13 specified: the type of request; the number of hours;
14 and the type of services provided.

15 For Quick Response Service requests, the
16 Contractor has one business day from the time of the
17 initial request to respond. For a current client
18 request, the Contractor has two business days from the
19 time of the initial request to respond. For a new
20 client request, the Contractor has three business days
21 from the time of the initial request to respond. Once

1 the Contractor accepts the request in writing, the LDSS
2 IHAS Supervisor or designee will confirm the request by
3 forwarding a Purchase of Services Order.

4 Moving down to Section 2.33, Conditions
5 Governing Service Delivery, if a CNA, due to unforeseen
6 circumstances, cannot provide the equivalent services,
7 the IHAS Supervisor may withdraw the Purchase of
8 Services Order and request services from another
9 Contractor. If the Contractor attempts to render
10 services and the client is not available for service,
11 the Contractor is eligible to receive payment up to one
12 hour of the attempted service.

13 Moving down to Section C, the Local
14 Department of Social Services IHAS Supervisor of any
15 incident -- it says that the Contractor must notify the
16 Supervisor of any incident where a client or a CNA or
17 RN may have acted inappropriately -- for example,
18 theft, damaged property -- by the close of business on
19 the next business day; two, the Contractor should
20 insure services do not continue beyond the effective
21 termination date of the Purchase of Services Order, and

1 they should not suspend, close, increase, or reduce the
2 hours or days or days of services without receiving a
3 new Purchase of Services Order.

4 The staff should not perform the following
5 acts. They should not give a client enemas or douches;
6 administer wound care; determine the quality (sic) --
7 quantity of medication the client shall take or give
8 the dosage to the client. They should not administer
9 eye, ear, or nose drops; give injections; cut toenails,
10 fingernails, or shave a client who is diabetic. They
11 should not sterile dressings -- change sterile
12 dressings. They should not perform colostomy
13 irrigation. They should not engage in any care of
14 tracheotomy tube and suctioning. They should not apply
15 heavy (sic) devices or they should not apply or
16 administer prescription medications. They should not
17 perform gastrotomy (phonetic) -- sorry -- they cannot
18 perform gastrostomy and nasogastric tube feedings.
19 They should not irrigate or change catheters. They
20 should not make judgments or give advice on medical or
21 nursing problems. They should not transfer large

1 children or adults who are unable to assist with
2 lifting. And they should not take a client's blood
3 pressure, unless this duty has been delegated by an RN
4 and the Care Plan provides specific reporting
5 parameters.

6 Contractors should be aware that some clients
7 referred for service may have communicable diseases.
8 DHS is therefore alerting all Contractors to follow the
9 recommendations of the Centers for Disease Control, and
10 they provide the website, and the use of Universal
11 Precautions. The Universal Precautions shall be used
12 for all clients. I want to pause right now and ask if
13 there are any questions about the sections that I've
14 read thus far.

15 (No response.)

16 MS. WILBURN: Okay. Seeing none, I'm going
17 to move --

18 MR. BERRY: So, yeah --

19 MS. WILBURN: Yes.

20 MR. BERRY: -- before we do that, I just need
21 to make another quick announcement for those that are

1 just joining us -- I believe Aretha, the AG, may have
2 joined us as well -- please put in the chat your name,
3 the company that you represent, as well as your contact
4 information. Deb, you can go ahead.

5 MS. WILBURN: Okay. All right. Now I'm on
6 Section 2.3.4, Chore Services. Chore services are
7 provided to decrease risk to the client. The
8 Contractor shall insure its CNAs are capable of
9 performing all of the following duties: That's
10 planning regular and special diets; shopping -- that's
11 shopping for food, clothing; doing laundry; washing
12 dishes; making the bed; changing the bed linens;
13 emptying trash; vacuuming; cleaning; and personal care
14 services.

15 Section 2.3.5. Prior to initiating personal
16 care services or at the request of the LDSS, the
17 Contractors shall evaluate the IHAS client during an
18 in-person meeting with the client and the client's
19 informal support person. The Contractor shall provide
20 the following personal care services: That's bathing
21 activities; grooming activities; oral hygiene

1 activities; assisting with eating; toileting
2 activities; transferring; skin care of clients confined
3 to a bed.

4 Moving down to Section 2.3.6, Nursing
5 Evaluation and Monitoring, on occasion, Contractor's
6 Nurses shall also provide ongoing evaluation and
7 monitoring of the services provided by the Department's
8 CNAs. Note: Not all jurisdictions will require the
9 Contractor to evaluate and monitor services provided by
10 the LDSS. The CNAs are employees of the State and
11 nothing in this solicitation makes them Contractor's
12 employees, agents, or subcontractors. When performing
13 nursing evaluations, the RN shall perform these duties
14 within the guidelines set forth in the Maryland Nurse
15 Practice Act.

16 Moving down to Section 2.3.8, Quick Response
17 Services, the Contractor shall respond to a request for
18 Quick Response Services within one business day of
19 receiving a request from the IHAS Supervisor. Services
20 may be requested on a 24-hour basis, seven days a week;
21 designate a contact person and a backup contact, along

1 with after-hours contact information, from whom the
2 LDSS IHAS Supervisor can request Quick Response
3 Services. The contact person shall be available on a
4 24-hour basis.

5 Moving on now to Section 10 -- 2.3.10, Record
6 Keeping. The Contract shall retain and maintain the
7 following records and documents for a period of no less
8 than years after the date of final payment. For every
9 client they must keep three years of the IHAS Service
10 Plan, the Purchase of Services Order, the IHAS Personal
11 Care Plan, the Monthly Report and IHAS Invoice, the
12 IHAS Aide Case Monthly Report, the Monthly Report and
13 Invoice of In-Home Aide provided, the Monthly In-Home
14 Aide Direct Services, and the In-Home Aide Service One
15 Time Only Referral and Service Plan. The medical
16 records shall include copies of any correspondence or
17 information obtained concerning each client's health,
18 medical condition, or treatment. And following this
19 three-year period, the Contractor shall purge the
20 documents. The Contractor can shred, burn, pulp, or

1 pulverize the records so that the documents are
2 rendered essentially unreadable.

3 Moving down to Contract Monitoring, Section
4 2.3.11, the Contractor shall comply with all processes
5 and requests made by the State Contract Monitor or a
6 designee in conducting monitoring oversight activities
7 during the term of the Contract. Contractor shall
8 allow the State Contract Monitor or designee staff to
9 complete scheduled and unscheduled site visits, as
10 appropriate, to assess performance, contract
11 compliance, and report on delivery of services required
12 under the Contract.

13 Deliverables. Contractor's -- that's Section
14 2.3.12. Contractor's shall submit the reports to the
15 appropriate LDSS IHAS Supervisor no later than the 15th
16 business day of each month for the previous month's
17 activities, unless stated otherwise. I highly
18 encourage everyone to look at the Deliverables, which
19 are listed in the Deliverables Summary Table on page
20 12, 13, and 14, and even 15. I want to pause right now
21 to see if there are any questions regarding anything

1 I've read thus far in this section, before I go --
2 continue.

3 (No response.)

4 MR. WILBURN: Okay. Hearing none, I'll go to
5 Section 2.3.13, Performance Measures. Performance --
6 this is a performance-based contract. Each bidder who
7 receives a Contract under this IFB will receive a
8 performance score for each jurisdiction for which it
9 has provided services. If a Contractor does not --
10 does not provide services in a particular jurisdiction
11 and also did not decline to provide to services in that
12 jurisdiction, there will be no performance score for
13 that jurisdiction.

14 While performance scores will be recorded,
15 the Contractor will receive an annual performance
16 score, which will be the average of all quarterly
17 performance scores. All quarterly performance scores
18 for each jurisdiction will be based on the following
19 three performance measures: Service Delivery,
20 Deliverables, and Satisfaction Surveys, and will be
21 weighted as shown in Chart A. I highly encourage the

1 Bidders to review Chart A on page 17 and Chart B,
2 Summary of Performance Measures and Scoring Rubric on
3 page 18, and Chart C on page 19.

4 And, in conclusion, for this last section,
5 Confidentiality -- I'm at 2.3.15 -- except in
6 accordance with a court order, neither party shall use
7 or disclose any information concerning a recipient of
8 the services provided under the Contract that result
9 from this IFB for any purposes not directly connected
10 with the administration of such services. And that
11 concludes Section 2. I'll pause to see if there are an
12 questions on Section 2.

13 (No response.)

14 MS. WILBURN: Okay. Hearing none, I will
15 move forward to Section 3. Is that okay, Rufus?

16 MR. BERRY: Absolutely. Go ahead.

17 MS. WILBURN: Okay. So I'm going to do part
18 of Section 3 (indiscernible). So Section 3 on page 22
19 of the IFB, Contractor Requirements: General.

20 3.1, Contract Initiation Requirements. The
21 State shall schedule and hold a virtual kickoff

1 meeting. The appropriate virtual meeting information
2 will be provided to all Contractors after the Contract
3 is awarded.

4 3.2, End of Contract Transition. The
5 Contractor shall provide transition assistance as
6 requested by the State to facilitate the orderly
7 transfer of services to the State or a follow-on
8 contractor for a period of up to 90 days prior to the
9 Contract end date.

10 Moving down to 3.2.4, Section A, the
11 Contractor shall provide a draft Transition-Out Plan of
12 120 days -- business days in advance of the Contract
13 end date, and the Transition-Out Plan shall address, at
14 a minimum, the following: Staff concerns;
15 communication; security and system access;
16 hardware/software inventory; final
17 training/orientation; connectivity services; knowledge
18 transfer; plans to complete tasks and any unfinished
19 business; and any risk factors.

20 Section 3.2.5, Return and Maintenance of
21 State Data. Upon termination or the expiration of the

1 Contract term, the Contractor shall return to the State
2 all State data in either the form it was provided by
3 the Contractor or in a mutually-agreed format.

4 Moving on to the last section I will read is
5 Section 3.3, which is Invoicing. It says here, the
6 Contractor shall enter their invoices into the
7 Department of Human Services Information System or in
8 the manner designated by the Department or by the LDSS.
9 All invoices for services shall be verified by the
10 Contractor as accurate at the time of the submission.

11 And, Section E, DHS reserves the right to
12 reduce or withhold Contract payment in the event that
13 the Contractor does not provide DHS with all the
14 required deliverables within the time frame specified
15 in the Contract. Section H: Invoices for the final
16 payment shall be clearly marked as "Final" and
17 submitted when all work requirements have been
18 completed and no further charges are to be incurred
19 under the Contract. In no event shall any invoice be
20 submitted later than 60 days from the Contract
21 termination date. And I think that concludes

1 everything. Are there any questions regarding Section
2 2 leading up to Invoicing?

3 MR. BERRY: So let's have them hold up on the
4 questions. I'm just going to --

5 MS. WILBURN: Okay. No problem.

6 MR. BERRY: Yeah, just to insure that we just
7 cover that whole section.

8 MS. WILBURN: Okay.

9 MR. BERRY: So, like Deborah, I'm going to
10 briefly go over the rest of Section 3 and just touch on
11 key points in it as well. One, I want to draw your
12 attention to Section 3.6, the Insurance Requirements.
13 I'm not going to read the whole section. I encourage
14 you to -- as I go through each section, I encourage you
15 to go back and read the sections in its entirety.
16 However, I'm just going to touch them -- touch on them
17 briefly.

18 Section 2.6, Insurance Requirements. The
19 Contractors shall maintain, at the minimum, the
20 insurance coverages outlined in this section and any
21 minimum requirements established by the law, if hired.

1 And that is for the duration of this Contract, as well
2 as the option periods, if it is exercised.

3 Then I want to move down to Section 3.7, the
4 Security Requirements. I'm just going to touch on that
5 briefly as well. Section 3.7.1.A, as well as B. "A"
6 states that the Contractor Personnel shall display his
7 or her company ID badges in a visible location at all
8 times while on State premises. And I ask you to go and
9 read that section as well. "B", there's one point I
10 want to make -- I want to bring as well. Contractor
11 Personnel shall cooperate with the State's site
12 requirements. I'm touching on this section because I
13 want you all to pay close attention to that.

14 I'm going to move down to Section 3.8, which
15 is the Problem Escalation Procedure. The Contractor
16 must provide and maintain a Problem Escalation
17 Procedure, which is normally known as the PEP, for both
18 routine and emergency situations. I have outlined in
19 the IFB when the PEPs are to be submitted to me and so
20 on and so forth. I think, for the most part, Deb has
21 speaked on what is really required in Section 3.

1 However, I just want to bring your attention to Section
2 3.2 -- 3.12, actually, which is the MBE section. I
3 want to state that there is no MBE -- there's no MBE
4 goal designated for this solicitation, as well as 3.13,
5 which is the VSBE, Veteran Business -- Veteran Business
6 Enterprise. There is no designation for this
7 solicitation as well. Chandra will speak on those
8 sections. I'm not sure if you want to speak briefly on
9 those sections, Chandra.

10 MS. MILLER: Yes. Thank you, Rufus. I can
11 speak to the Small Business Reserve section of it.
12 This one we did not apply a designation, right?

13 MR. BERRY: No, we did not.

14 MS. MILLER: We did not, right. So, I mean,
15 I still would encourage everyone to become Small
16 Business Reserve certified, if you are able to, but for
17 this particular solicitation it does not apply, so
18 there really isn't much guidance I can give, but,
19 again, just to encourage participation, because it does
20 kind of open up other opportunities for you guys, as

1 vendors, to participate in that program. So thank you,
2 Rufus.

3 MR. BERRY: No problem. I'm going to just
4 skip over the Hiring Agreement. However, I do ask -- I
5 will be sending out the information that Kenneth Jessup
6 would have presented at this meeting. I will be
7 sending it out to everyone that I have the contact, as
8 well as -- I think at this time I ask that -- I'll ask
9 that -- Kanisha, are you on -- are you still on the
10 line?

11 MS. REED: Yes.

12 MR. BERRY: Okay. I'll ask my colleague,
13 Kanisha, to please go ahead and just briefly speak on
14 the Living Wage requirement, and that is Section 4.28.

15 MS. REED: Good morning. I will be sharing
16 information with you regarding Maryland's Living Wage
17 law, which has been in effect since October the 1st,
18 2007. The Maryland Living Wage law requires certain
19 Contractors and subcontractors to pay a minimum wage
20 rate to its employees working under certain State
21 services contracts.

1 MR. BERRY: Kanisha, I'm sorry to interrupt,
2 but I don't think Ms. Debbie can hear you clearly,
3 'cause I couldn't hear you, so could you speak up just
4 a little bit more?

5 MS. REED: Yes. Can everyone hear me? Can
6 you hear me, Ms. Debbie?

7 (Whereupon, the reporter indicated yes.)

8 MS. REED: You can? Okay.

9 THE REPORTER: Yes, you're better now.

10 MS. REED: A solicitation for services under
11 a State contract valued at a hundred thousand or more
12 or 500,000 or more for Contractors with ten or less
13 employees may be subject to this law, which is under
14 Title 18 of the State Finance and Procurement Article
15 in the Annotated Code of Maryland.

16 The current Maryland Living Wage law is
17 \$14.55 per hour if the State Contract services are
18 valued at 50 percent or more of the total value of the
19 Contract is performed in a Tier 1 area. If the State
20 Contract services valued at 50 percent or more of the
21 total value of the Contract is performed in the Tier 2

1 area, then you will pay each covered employee at least
2 \$10.93 per hour. The specific Living Wage rate is
3 determined by whether the majority of the State
4 services take place in the Tier 1 or Tier 2 area of the
5 State.

6 The Tier 1 area includes Anne Arundel,
7 Baltimore, Howard, Montgomery, and Prince George's
8 County, and Baltimore City. The Tier 2 area includes
9 any county in the State not included in the Tier 1
10 area. If your business has operations in areas with
11 two different wage tiers, the wage you pay is
12 determined by the area in which 10 percent or more of
13 the Contract value is performed. If the employees who
14 perform the services are not located in either Tier 1
15 or Tier 2, the Living Wage rate will be based upon
16 where the majority of the recipients of the services
17 are located.

18 Additional information regarding Maryland's
19 Living Wage requirements is contained in Attachment F
20 of the IFB, which is entitled "Maryland Living Wage
21 Affidavit of Agreement for Service Contracts".

1 Information may also be found on the Maryland
2 Department of Labor website (indiscernible) -- click
3 "Labor" in the top tab, Living Wage under the Office's
4 heading, then click the link for "Frequently Asked
5 Questions." This will take you to a page entitled
6 "Maryland Living Wage Frequently Asked Questions -
7 Living Wage for State Service Contracts". The Living
8 Wage rates are subject to an annual adjustment by the
9 Department of Labor. However, your prices under the
10 Contract may not change because of any Living Wage
11 adjustment. Thank you. Did everyone hear me clearly?

12 MR. BERRY: Thank you for that, Kanisha. I
13 believe that was the end of your section, right?

14 MS. REED: Yes.

15 MR. BERRY: So thank you for that. At this
16 time, I will jump down to Section 4, and that is the
17 Procurement Instructions. I believe Section 4.1 talks
18 about the conference; therefore, I don't need to
19 reiterate that. 4.2, I have spoken on that concerning
20 the eMaryland Marketplace Advantage, how all your
21 responses to this -- all your Bid responses are to be

1 sumbitted through that. And I also want to please
2 emphasize that if you are not registered on eMaryland
3 Marketplace Advantage, please do that immediately,
4 because I cannot award any vendor a contract without
5 them being -- without them being registered on
6 eMaryland Marketplace Advantage. It is simple process.
7 It take a few clicks. There's no fee. It's free of
8 charge. So I implore each of you to please go and do
9 so as soon as possible.

10 I want to jump down to Section 4.5. That
11 speaks about the due date for this solicitation.
12 Before I speak on the due date, I want to -- I will ask
13 that all potential Offerors that choose not to respond
14 to this solicitation, I ask that you please submit
15 Notice to Vendor form. I've also included that in the
16 solicitation. And in that form please include your
17 company name, the point of contact, as well as a
18 response -- a reason for not responding to the
19 solicitation. And we do that particularly because,
20 yes, you may not be responding to the solicitation;
21 however, we keep your company's contact and whenever

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1 there is a future solicitation coming out, we have the
2 contact, we can always send it out to you, so it suits
3 your benefit to submit that form to me just for future
4 reference, so that you are in our contact log for
5 future solicitations.

6 I want move down to Section 4.6, and that is
7 the Multiple or Alternate Bids. I want to emphasize
8 that the Bidder can -- you are allowed to propose to
9 serve more than one jurisdiction. However, in doing
10 so, it is required that you submit a separate financial
11 form, and that is Attachment B-1, as well as a separate
12 Transmittal Page, which is Appendix 11. And you must
13 do that for each of the jurisdictions that you choose
14 to -- that you choose to serve. However, within a
15 given jurisdiction that you choose to serve, you may
16 not submit alternate or multiple bids for that
17 jurisdiction. So I want to be clear on that. You are
18 allowed to provide alternate or multiple Bids for each
19 of the jurisdictions. However, within a given
20 jurisdiction, you may not submit alternate or multiple

1 -- alternate Bids for that particular jurisdiction. Am
2 I clear on that?

3 Okay. I want to move down to Section 4.9,
4 the basis of the -- the Award Basis. A Contract shall
5 be awarded to the responsible Bidder submitting a
6 responsive Bid with the most favorable Bid price for
7 providing the goods and services as specified in this
8 IFB. The Bidder -- Bidders must bid all -- you must
9 bid all line items. Partial or incomplete Bids will
10 not -- will be rejected, unless otherwise stated in the
11 solicitation.

12 I do want to just step back just one moment,
13 'cause I think there were a few sections that I wanted
14 to speak on that I may have overlooked. I do want to
15 speak on Section 4.4, which is the Procurement Method.
16 This Contract will be awarded in accordance with the
17 Competitive Sealed Proposal method, which is underneath
18 COMAR 21.05.02.

19 Also, Section 4.5.1, Bids must be received by
20 the Procurement Officer no later than the due as
21 outlined and indicated in the Key Information Sheet,

1 and that date is June 30th, 2022 at three p.m. I
2 believe I mentioned that earlier, but the Key
3 Information Sheet is your friend. Please pay close
4 attention to that.

5 Another section that I may have overlooked
6 and I want to touch base on that is Section 4.5.2. A
7 request for extension -- a request for extension of
8 this date -- of the due date and time will not be
9 granted, and I will -- that's not to say that it will
10 not be taken into advisory or consideration; however,
11 at this time, I can tell you that it will not be -- it
12 will not be granted.

13 4.5.3: Bids received after the due date and
14 time, as indicated in the Key Information Sheet, will
15 not be considered. 4.5.4: Bids -- your Bid may be
16 modified or withdrawn before the time and the date of
17 the receipt of your Bid. Section 4.5.5: Bids may not
18 be submitted by e-mail or facsimile. As I mentioned in
19 Section -- as I mentioned in Section 4.2, your Bids are
20 to be submitted through eMaryland Marketplace
21 Advantage.

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1 Now, I'm going to jump to Section 4.11, which
2 is the duration of your Bid. Upon receipt on the due
3 date, your Bid will be qualified for 240 days following
4 the Bid due date and time. So let me clarify that.
5 Your Bid is valid for 240 days following the due date
6 and time. I want to jump down to Section 4.13,
7 Cancellations. The State reserves -- the State
8 reserves the right to cancel this IFB, accept or reject
9 any and all Bids, in whole or in part, received in
10 response to this IFB. I ask that everyone go back and
11 read that section in its entirety.

12 And I also want to touch briefly on Section
13 4.16, Offeror Responsibilities. The Offeror must be
14 able to provide all goods and services and meet all
15 requirements requested in the solicitation, and the
16 successful Bidder shall be responsible for the Contract
17 performance including all subcontractor participation.
18 I ask you to go back and read that section in its
19 entirety as well.

20 I think that's the most key things I wanted
21 to touch base on in Section 4. At this time, does

1 anybody have any questions concerning Section 4 or
2 anything that we have covered so far?

3 (No response.)

4 MR. BERRY: If not, let's jump to Section 5,
5 and Section 5 explains how your Bid should be formatted
6 and how you should submit your Bid.

7 I want to jump to Section 5.1. Each Bidder
8 shall submit its Bid -- each Bidder shall submit its
9 Bid with the required Bid submissions, as outlined in
10 Section 4.5 (sic) -- I'm sorry -- 5.4.

11 I'm going to jump down to Section 5.2.
12 Bidders must submit your Bids -- as I mentioned
13 previously, your Bids must be submitted to eMaryland
14 Marketplace, abbreviated as eMMA, and received by the
15 Procurement Officer no later than the Bid due date and
16 time indicated in the Key Information Sheet. I have
17 provided -- like I said, I provide the link for
18 registration, as well as instructions on how to submit
19 your Bid to eMaryland Marketplace Advantage.

20 Section 5.3. Bidders -- the Bid shall --
21 this is how your Bid should be submitted

1 (indiscernible). The Bid shall contain all price
2 information in the format specified on the Bid Form,
3 and that is Attachment B-1. The Bidder must -- the
4 Bidder shall comply shall complete the Bid Form only as
5 provided in the Bid Pricing Instructions and the Bid
6 Price Form. So we have provided instructions on the --
7 we've provided instructions on the Bid Form on how the
8 Bid should be filled out. I ask that you do not amend,
9 alter, or leave blank any items on the Bid Form.

10 I'm going to move down to Section 5.4. Your
11 submission shall be submitted as follows. One, you
12 should include the Bidder Information Sheet, which is
13 Appendix 2. You should include your Transmittal Page
14 with acknowledgment of all addenda to this IFB, and
15 that is Appendix 11, which is your Transmittal Page.
16 And I want to touch on that just a little bit. All
17 amendments, questions, and responses will be submitted
18 on eMaryland Marketplace Advantage, as well as I'm
19 going to send it to the Bidder list that I have -- all
20 the contacts that I have, and that's so that -- and
21 that's the purpose for this sheet, so that you can

1 acknowledge all the amendments and clarifications and
2 questions that has been -- that have arrived as a
3 result of this solicitation.

4 I'm going to move down to Section 5.4.3.
5 This is where you submit your Minimum Qualifications
6 documentation. The Bidder shall submit any Minimum
7 Qualifications documentation that may be required, as
8 set forth in this IFB in Section 1.

9 I'm going to move down to Section 5.4.4, and
10 that is Completed Required Attachments. All bidders
11 shall submit one copy of each original -- with each --
12 you should submit one copy of each with original
13 signatures. These are the attachments that are
14 required to be submitted with your Bid: 1) the
15 completed Bid form, which is Attachment B-1; 2) your
16 Bid Affidavit, which is Attachment C; and 3) your
17 completed Maryland Living Wage Requirements Affidavit
18 of Agreement, which is Attachment F. All other
19 documentation, if required, shall be submitted with the
20 one original signature, if required. I believe we have
21 touched base on 5.4.6, which is the reference letter.

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1 I ask that everyone go back and read that section in
2 its entirety. But in your submission, your reference
3 letters should be part of your -- should be part of
4 your Bid, and it should be submitted as follows: the
5 name of the client organization; the name, the title,
6 telephone number, and e-mail address of the point of
7 contact for the client organization; the value of the
8 contract, the type of contract, the duration of the
9 contraction, as well as a description of the goods and
10 services that was provided. And all this should be
11 submitted with your Bid.

12 The next thing that should be included is the
13 list of current or prior State Contracts. I ask you to
14 go through that section and read what we are
15 identifying as current and all prior State contracts.
16 The next thing that should be submitted with your Bid
17 should be your financial capability as well. I ask you
18 to go through that section as well.

19 The next thing that should be submitted is
20 your Certificate of Insurance, followed by, you know,
21 subcontractors and, lastly, your legal actions. That

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1 is what your Bid format should follow, those sections,
2 so I ask you to please pay close attention to this
3 section, from Section 5.4 -- the whole entire Section
4 5.4, I ask you to please pay close attention to that.

5 I'm going to jump down to Section 6, and I
6 will touch on that briefly on how your Bid will be
7 evaluated. The Bid will be evaluated based on the
8 total price, as per COMAR 21.05.02.13. For each -- for
9 each of the jurisdictions -- for each of the
10 jurisdictions, all responsible Bidders will be ranked
11 from the lowest, which is the most advantageous, to the
12 highest, which is the least advantageous price, based
13 on the total price as submitted on your Attachment B-1,
14 which is the Bid Form.

15 I'm going to jump down to Award
16 Determination. Award will be made to the responsible
17 Bidder who submits to the State the responsive Bid that
18 has the lowest total price -- total bid price for each
19 of the jurisdictions. And I think I spoke on the Key
20 Information Sheet, the important information that I
21 felt needed to be touched on. At this time, I will ask

1 any of the State representation -- representatives, do
2 you have any other thing that you would like to add.

3 MS. WILBURN: This is Deb. I don't have
4 anything else to add.

5 MR. BERRY: Okay. We want to welcome Aretha
6 from our Attorney General's Office that's has joined us
7 on this conference. So with that being said, I open up
8 the floor to questions from any of the -- any of the
9 Offerors -- the Bidders that is on this conference.
10 And, as I mentioned previously, any questions that you
11 ask, even if we answer your question, I ask that you
12 send me those questions in writing just so that we
13 publish the question and the response -- and a proper
14 response. So I'll open up the floor at this time.

15 MS. MILLER: Rufus, there's a question in the
16 chat --

17 MR. BERRY: There's a question in the chat?
18 I'm sorry.

19 MS. MILLER: -- from Ms. Meg Oshai.

1 MR. BERRY: Okay. And she said, "Please
2 expand on the fact that the CNAs are State employees."
3 Ms. Deb, would you like to speak on that question?

4 MS. WILBURN: Yes. This is Deborah Wilburn,
5 and the question is, "Please expand on the fact that
6 the CNAs are State employees." In some jurisdictions,
7 we have CNAs that are a part of the State -- that are
8 State employees, but not in all jurisdictions. So the
9 ones that are State employees, we are asking that the
10 Nurse -- the Registered Nurse monitor those employees
11 when providing personal care services, but, as I said,
12 in all cases, I mean, it depends on the jurisdictions.
13 I believe it's the larger jurisdictions that have more
14 CNAs on staff as State employees. Does that -- does
15 that answer your questions, Ms. Meg?

16 MS. OSHAI: Yes, partially, but can I
17 specifically ask about Frederick County? Are they
18 State employees in Frederick?

19 MS. WILBURN: Specifically of Frederick
20 County, I don't recall. I need to look that
21 information up, because I don't recall off the top of

1 my head. Are you asking if they have CNAs on staff as
2 State employees?

3 MS. OSHAI: No. If I understood correctly
4 what your explanation said was that the agency -- the
5 nursing agency would monitor the CNAs if they are State
6 employees, but in some other counties the agency
7 provides the CNA and the Nurse. Am I correct? Is that
8 correct?

9 MS. WILBURN: Yes. Yes. In some of the
10 larger jurisdictions, we have Nurses who are State
11 employees and we have CNAs who are State employees, and
12 those Nurses do monitor their own CNAs, yes.

13 MS. OSHAI: Okay. Wonderful. Just one more
14 question. In that situation, if that's the situation,
15 if we -- I know Mr. Rufus had explained that if you
16 want to apply to different jurisdictions you have to
17 submit a different Bid for each jurisdiction. So if a
18 county is -- if the county that you're requiring the
19 RNs to monitor and the other county requires the agency
20 to provide the RN and the CNA, I think it's important
21 that we know what counties -- the areas that only

1 require the RNs to monitor and the areas that require
2 the agency to provide both sections of (indiscernible).
3 That's my - that's what I meant when I wanted you to
4 expand.

5 MS. WILBURN: Yes, I get where you're coming
6 from, and that's a good point. I suggest that you
7 submit a question to say, if you -- let's say, for
8 example, you want to bid on Frederick County and
9 Allegany and Washington County, you want to know if
10 those counties have Nurses and CNAs on staff, and,
11 certainly, we could share that information with you.
12 Is that what you're trying to ascertain? Is that the
13 information you're looking for?

14 MS. OSHAI: Correct.

15 MS. WILBURN: Yes, yes, yes. We can -- I
16 would need to research that and get back with an
17 answer. I can't recall off the top of my head that
18 information, but, certainly, that's a valid point.

19 MS. OSHAI: Wonderful. Do we send the
20 questions to you or do we sent it to Mr. Berry?

1 MR. BERRY: And just to be clear, all
2 communications are to be -- are to be through me. No
3 communications should be directed to the Program, so
4 all communications concerning this solicitation are to
5 be -- are to be directed to me, and I will address it
6 accordingly.

7 MS. ECTOR: Hi. This is Aretha. Just I
8 think a point of clarification. In order to submit a
9 Proposal or Bid in response to this solicitation, you
10 have to have the minimum required staff. So even
11 though there may be a jurisdiction that does not have a
12 Registered Nurse and they need the CNAs to be
13 monitored, that is not the only service that you will
14 be applying for and expected to provide. So you've got
15 to make sure, as a vendor, you have your own Nurse and
16 CNAs on staff, as required by the Bid. So I just want
17 to make that really, really clear.

18 MS. OSHAI: Okay. Thank you.

19 MS. WILBURN: Yes, thank you, Aretha.

20 MR. BERRY: Okay. I think we have -- if
21 there's no other questions, I think we have well gone

1 above our time. I do want to thank everyone for taking
2 the time out to participate in this pre-bid conference.
3 And, as I mentioned previously, any questions -- please
4 submit all your questions to me in writing and I will
5 respond to them accordingly, and please pay close
6 attention to the Key Information Sheet. If anything
7 changes, I will be -- I will be reaching out by
8 eMaryland Marketplace, as well as direct e-mails that I
9 have, as well as the DHS website. So I thank you all
10 and thank everyone that participated. You guys have a
11 wonderful day.

12 (Whereupon, at 11:15 a.m., the pre-proposal
13 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

DEBORAH B. GAUTHIER,
Notary Public in and for the
State of Maryland

My Commission Expires: October 17, 2023

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