STATE OF MARYLAND
BALTIMORE CITY DEPARTMENT OF SOCIAL RESOURCES
PRE-PROPOSAL CONFERENCE
SOLICITATION NO. BCDSS/FIA-16-060-S

WORK PARTICIPATION, PLACEMENT
AND SUPPORT SERVICES

MONDAY, SEPTEMBER 28, 2015 10:00 A.M.

Department of Human Resources
1910 N. Broadway, Room 148
Baltimore, Maryland 21213

PRESENT FROM DHR:

MOLLY TIERNEY, Procurement Director
KATRINA BEADS,
ELIJAH HOPPER,
ELIZABETH COPELAND,
ELIZABETH TATUM,
OLASUNBO LAWAL,

ALSO PRESENT:

KAREN PEARSON, Goodwill Industries
LYN FARROW, Goodwill Industries
THOMAS HARDNETT, MBE, TH Staffing
SYLVIA BAILEY, SSD Development
JIM WHITTAKER, Procurement, Baltimore City
PATRICK BOXALL, KRA
NATÉ GORDON, KRA
ERICA KAMMER, Humanim
SUSAN TAGLIAFERRO, Humanim
CHRIS GROSS, The Relationship Engineer
SHARNICE BARNETT, Greater Baltimore Urban League
RODNEY CARROLL, Business Interface
EDWINA TRADER, Absolute Staffing and Consulting
ALLAN GURO, America Works
JOHN FALCONE, America Works
MARSHA NETUS, America Works
JOHN DAVIS, Department of Human Resources
JESSICA NATHAN, ResCare Workforce Services
TANYA TERRELL, Associated Black Charities
MORTON LAPIDES, It Works Learning Center
DARREN ROSS, Maximus
LISA SIMMONS, Maximus
TAMEIKA SCOTT, TN2 Consulting
ANTHONY BUTLER, Butler and Associates
GERALD STANSBURY, Department of Human Resources

Office of Employment and Program Equity
JACQUELINE TURNER, Baltimore City Department of Social Services
KAREN WILLIFORD, Office of Employment and Program Equity
JUANITA MCGILL, Baltimore City Department of Human Resources
NNEKA WILLIS-GRAY, Department of Human Resources Procurement Division
ARETHA ECTOR, Assistant Attorney General, Department of Human Resources
ARNOLD ANDOU, Department of Human Resources
SONYA JACKSON,
DEBRA KELLER-GREENE, Keller Professional Services
KYLIE OULAHAN, Seedco
JEAN HENNINGER, Seedco
MAHRASH PARELKAR, Rescare
JOHN BUGG, Bugg, Hardnett & Associates
PARIS PERRAULT,ASHLIN Management Group
MARK MACKLER, America Works
TIFFINI DAVIS, Abundant Living Resources, Inc.
JEROMY LARES, Grant Associates, Inc.

REPORTED BY: CHRIS HOFER, Notary Public

P R O C E E D I N G S

MS. BEADS: Good morning.

ALL: Good morning.

MS. BEADS: I would like to ask everyone to please put your cell phones on vibrate. Thank you.

And good morning, again. My name is Katrina Beads, and it's my pleasure to welcome you to the Baltimore City Department of Social Services. Today we will share information with you concerning the request for proposals, entitled Work Participation, Placement, and Support Services. The due date for this request for proposals is Monday, October 26, 2015, at 2:00 p.m. local time to the address indicated in Section 1.5 of the RFP. Late submissions will not be accepted.

Hunt Reporting Company is recording this conference, and a transcript will be posted to eMaryland Marketplace and DHR's website.

There will be a question and response session at the end of this presentation. We ask that any questions be held until then. We have received some questions and they will be posted to the website by the end of the day.

Now if we can go around the room and introduce yourselves. State your name and the company you're representing. We could start here.

MS. PEARSON: Karen Pearson, Goodwill Industries.

MS. FARROW: Lyn Farrow, Goodwill.

MR. HARDNETT: Thomas Hardnett, TH Staffing.

MS. BAILEY: Sylvia Bailey, SSD Development.

MR. WHITTAKER: Jim Whittaker with Procurement, Baltimore City.

MR. BOXALL: Patrick Boxall with KRA.

MS. GORDON: Naté Gordon, KRA.

MS. KAMMER: Erica Kammer, Humanim.

MS. TAGLIAFERRO: Susan Tagliaferro, Humanim.

MR. GROSS: Chris Gross, Relationship Engineer.

MS. BARNETT: Sharnice Barnett, Greater Baltimore Urban League.

MR. CARROLL: Rodney Carroll, Business Interface.

MS. TRADER: Edwina Trader, Absolute Staffing and Consulting.

MR. GURO: Allan Guro, America Works.

MR. FALCONE: John Falcone, America Works.

UNIDENTIFIED SPEAKER: (Indiscernible), America Works.

MS. NETUS: Marsha Netus, America Works.

MS. OULAHAN: Kylie Oulahan, Seedco.

MR. DAVIS: John Davis, Department of Human Resources.

MS. DAVIS: Tiffini Davis Abundant Living Resources.

MS. HERRINGER: Jean Herringer, Seedco.

MS. NATHAN: Jessica Nathan, ResCare Workforce Services.

MS. TERRELL: Tanya Terrell, Associate (indiscernible).

MR. LAPIDES: Morton Lapides, itWorks Learning Center.

MR. ROSS: Darren Ross, Maximus.

MS. SIMMONS: Lisa Simmons, Maximus.

MS. SCOTT: Tameika Scott, TN2 Consulting.

MR. BUTLER: Anthony Butler, Butler and Associates.

MR. STANSBURY: Gerald Stansbury, Department of Human Resources, Office of Employment and Program Equity.

MS. TURNER: Jacqueline Turner, Baltimore City DSS.

MS. WILLIFORD: Karen Williford, Office of Employment and Program Equity.

MS. MCGILL: Juanita McGill, Baltimore City Department of Human Resources.

MS. WILLISS-GRAY: Nneka Willis-Gray, Department of Human Resources, Procurement Division.

MS. ECTOR: Aretha Ector, Assistant Attorney General, Department of Human Resources.

MR. ANDOU: Arnold Andou, Department of Human Resources.

MR. HOPPER: Elijah Hopper, Baltimore City Department of Social Services.

MS. COPELAND: Elizabeth Copeland, Deputy

Director of Family Investment, Baltimore City Department of Social Services.

MS. TATUM: Elizabeth Tatum, Senior Analyst, Baltimore City Department of Social Services.

MR. LAWAL: Olasunbo Lawal, Baltimore City DSS.

MS. BEADS: Would the two ladies that just entered please introduce yourselves?

MS. KELLER-GREENE: Debra Keller-Greene with Keller Professional Services.

MS. BEADS: Would you like to introduce yourself and the company you represent? Yes.

MS. PERRAULT: Yes, thank you, hi. I'm Paris Perrault from ASHLIN Management Group, Greenbelt, Maryland.

MS. BEADS: Thank you.

UNIDENTIFIED SPEAKER: John Bugg, from Bugg Finance Solutions.

MS. BEADS: Thank you. Opening remarks will be provided by Director of Baltimore City Department of Social Services, Molly Tierney.

MS. TIERNEY: Good morning, everybody.

ALL: Good morning.

MS. TIERNEY: I need to be at a microphone so that the folks on the phone can hear me?

MS. BEADS: Yes.

MS. TIERNEY: I can do that. And this is all being recorded; is that right?

MS. BEADS: Yes.

MS. TIERNEY: All right. Well, when you're five-two, you don't stand behind podiums.

So I'm so glad to see this room filled with people. And most of this morning is going to be pretty technical, pretty formal, and pretty structured because the State, as well it should, takes the business of procurement very, very seriously. And we're working hard to make sure this is a very robust process.

This very few minutes is going to be a little bit (indiscernible), and then they're going to have to kick me out. They can do this properly.

I wanted to just take a minute to tell you how we're feeling about this work, and, you know, we're a very strong -- over the weekend I stumbled across, as luck would have it, a verse from Proverbs that seems appropriate. It's Chapter 14 Verse 23. The modern interpretation is, hard work brings prosperity, playing around brings poverty. And I think that --

UNIDENTIFIED SPEAKER: Amen.

MS. TIERNEY: Yeah, right.

The people that work here at the Baltimore City Department of Social Services believe in Baltimore. Most of us live here, and we spend more hours here than we do with our own families. We believe that Baltimore is going to break through. And the particular set of people are here are convinced, in the marrow of their bones, that work is going heal Baltimore. Right?

And so where before we really were chasing a are we in compliance, all right, (indiscernible). We're going to keep chasing that because it's part of the game. All right? But we're also asking for something much, much more and much harder. And that's what you're going to chase here in Baltimore. And that means it’s not going to be enough just to know that some will get 30 hours of something, so that we can check a box and get them compliant.

We really want to know how many individuals got through a process so they were liberated from the burden of having to be dependent on government to make their ends meet. Right? We’re convinced this will heal Baltimore, and that’s what they’re looking for in partnership with you all.

I wanted to say again, we believe and we are behind this a hundred percent, and we are going to bring the weight of this organization to bear on accomplishing this, so we are in search of partners that are strong of heart and clear of mind, ready to flex, right, because this is going to be a huge leap forward for us as an organization and a great impact to the city. And so I wanted to say how much I appreciate you all stepping in and considering joining this healing process.

Is there anything else you needed me to cover?

MS. BEADS: No, I think you covered it all, thank you.

MS. TIERNEY: All right. I'm grateful. I'm grateful for you even joining us in this conversation. I wish everybody the best of luck.

MS. BEADS: Thank you.

(Pause.)

MS. BEADS: Thank you, Molly. Now we will go through a review of the highlights of the RFP section.

Section 3 -- I'm sorry, Section 1, General Information. General Information regarding this solicitation begins on Page 7 of the RFP document that you have in the bottom (indiscernible).

1.1.1. The Baltimore City Department of Social Services, a unit within the Department of Human Resources, DHR, a State of Maryland agency, is issuing this request for proposals to provide work participation, placement, and support services for Baltimore City Temporary Cash Assistance, TCA customers, both current recipients and those applying for TCA benefits. All of the solicitation is to successfully place TCA recipients in full-time, unsubsidized employment for a minimum of 16 consecutive weeks.

In order to achieve this goal, an offeror must propose to successfully enroll a minimum of 500 and a maximum of 750 TCA recipients in its program. Customers will be referred to the contractor until the maximum number of customers proposed are enrolled in the contractor’s program.

In other words, a contractor that proposes to receive a maximum of 600 TCA recipients will not receive more than 600 total recipients during the base or option years. Customers who leave the program, or obtain full-time employment, will not be replaced.

Section 1.1.2. Contract awards will be made until 3,000 TCA customer slots are allocated or funds are exhausted, whichever comes first. BCDSS intends to acquire services of multiple contractors and will make a minimum of four awards as a result of this RFP.

1.1.3. It is the State’s intention to obtain services as specified in this RFP from the contract between the selected offerors and the State. The anticipated duration of services to be provided under this contract is for two years. This contract may be extended for one, two-year option at the sole discretion of the Department. See Section 1.4 for more information.

1.1.4. The Department intends to make a minimum of four awards, but no more than six, as a result of this RFP. Contract awards will be made until 3,000 TCA customer slots are allocated or funds are exhausted, whichever comes first. Please see RFP Section 1.15 for more information.

At this time we will have Karen Williford, Esquire, Director of Office of Employment and Program Equity, and she'll review the MBE portion.

MS. WILLIFORD: Good morning. I'm also about five, two, but I'm no Molly Tierney. I have to read, so I'll stand behind the podium.

Okay. I'm Karen Williford and I'm joined by Gerald Stansbury on the front row, we are from DHR's Office of Employment and Program Equity. And that's sort of a lot of words. So what you really need to know is that we are part of the program that administers the Minority Business Enterprise Program. It is one of our Civil Rights programs which we are responsible for, along with the EEO programs and other things.

We just wanted to make sure that you pay particular attention to page 22 of the solicitation, which states that the contract has an MBE-participation goal of 29 percent, which includes the goals of 12 percent for women and 7 percent African-American. If you are an MBE, you probably know that you will be able to fulfill up to 50 percent of the MBE goal with your own forces.

If you become the prime contractor, you will be responsible for attaining that level of MBE participation. It will become an enforceable contract deliverable. Therefore, you should review the areas of the scope of work, which are on page 30. I know that somebody is going to review that in detail a little later. You should identify MBE firms who may be able to fulfill those deliverables.

If you need assistance locating firms who can perform certain items of work on the solicitation, please contact us. I didn't really bring a sufficient number of cards, but I will stand around and I will answer your questions. Gerald probably -- he's very thorough, he probably has his cards, so you can contact either one of us.

If you are notified that you are the lowest apparent bidder, within ten days you must submit your MBE project participation certification which indicates specifically the items of work that your MBE subcontractor will perform. It is imperative that you use the appropriate NAICS code for the type of work that the sub will perform. It is not sufficient simply that the sub is a certified MBE, the sub must be certified in a specific NAICS code which reflects the work it will perform on your contract. Please see pages 107 through 108 of the solicitation.

Finally, both contractors and MBE subcontractors are required to submit monthly payment reports to the administration so that we may monitor the payments. Reports are due on the 10th of the month, whether or not you receive payment. Those forms are found on pages 109 through 111 of the solicitation.

The good news is that we're transitioning to an entirely electronic reporting system to ease your burden and to minimize just the volume of paper that we receive. You can send your forms electronically to the contract manager with a copy to us.

If you are the awardee, we will meet with you prior to the start of the contract to go into further details about reporting. You must put language in your contract with your MBE sub that it must submit reports directly to the administration, not to you, but we will discuss that a little further.

We will also require a contract -- I'm sorry, a copy of your contract with the MBE subcontractor, and you can just present that to us at the kickoff meeting.

Okay. Amendments to the MBE participation schedule. I'll just mention that, because that seems to be a source of chaos on MBE contracts. So I'll just clarify, you probably already know this, but I'll just state it again, that you may not terminate an MBE without the express written approval of the administration and possibly the Board of Public Works, depending on the contract.

Termination may only be granted for good cause. You may not terminate an MBE for convenience. For example, after winning the contract you decide that you could perform the contract or an element of the contract with your own forces more cheaply. This is absolutely prohibited. Again, you'll hear more about that.

Again, I'm Karen Williford, this is Gerald Stansbury. If you have any questions, you can see us after the meeting and we'll provide a way for you to contact us after the meeting.

Thank you.

MS. BEADS: Thank you. Has A.J. arrived?

UNIDENTIFIED SPEAKER: Yes.

MS. BEADS: Oh, okay. At this time we will have A.J., who will go over the hiring agreement requirement.

MR. ANDOU: All right. Good morning everyone.

ALL: Good morning.

MR. ANDOU: I'm A.J. Andou.

MS. BEADS: Good morning.

MR. ANDOU: Hope you had a great weekend because I did. All right. The part that you guys are receiving, there should be some folders passing around. Once you receive it, this contract has a hiring agreement attached to it. And pretty much what the hiring agreement is is an agreement entered into by the Department of Human Resources and the local Department of Social Services, in this case, Baltimore City DSS, and the potential contractor to doing business with the State under which the Department and a contractor agree to work cooperatively in an effort to identify and hire current DHR customers. And the customers are listed so you can actually read it. Pretty much it is the field job openings as a result of the contract.

So what that entails for you guys, what it means is that you will look at the DHR for job openings. So any job openings that you guys have as a result of the contract, you will look to us as a first source to forward this information so we can make sure that we have qualified candidates applying and given priorities.

(Indiscernible) the reports for the duration of the contract and provide DHR with feedback on hiring decisions. In your package there's a copy of what the contract looks like so you can actually read it, take a look at it. Also, on the other part of the booklet is also an instruction sheet, what a job order looks like. Pretty much it's no different than what you guys are already putting out there whenever you're searching for employees.

The data flow sheet is also in there just so you can forward it to us, let us know that these are the individuals that we have referred to you that you have interviewed and what the outcome of it is. Whether you have hired, whether they showed up, or whether they were not qualified.

Pretty much, in a nutshell, that’s what the hiring agreement is. If you have any question, also in the instruction sheet there is -- my information is on there. Just follow it up. That’s it. Thank you.

MS. BEADS: Thank you. At this time we’ll have Ms. Juanita McGill and she’ll review the living wage requirement. If you’re following along, it’s Section 1.34.

MS. MCGILL: Good morning.

ALL: Good morning.

MS. MCGILL: I’m just going to provide an overview of Maryland’s living wage. The living wage law requires certain contractors and subcontractors to pay minimum wage rates to employees working under certain State services contracts.

A solicitation for services under a State contract valued at 100,000 or more may be subject to Title 18 State Finance and Procurement Article Annotated Code of Maryland.

Effective September 26th, 2014, contractors and subcontractors subject to the living wage shall pay each covered employee at least $13.39 per hour if State contract services valued at 50 percent or more of the total value of the contract are performed in the Tier 1 area. If State contract services valued at 15, excuse me, 50 percent or more of the total contract value are performed in the Tier 2 area, an offeror shall pay each covered employee at least $10.06 per hour.

The specific living wage rate is determined by whether a majority of services take place in a Tier 1 or a Tier 2 area of the state. The Tier 1 area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore County and Baltimore City. The Tier 2 area includes any county in the state not included in the Tier 1 area.

If a business has operations in areas with two different wage tiers, the rate you pay is determined by the area where 50 percent or more of the total contract value is performed. If the employee who performed the services are not located in either Tier 1 or Tier 2, the living wage rate will be based upon where the majority of the recipients of the services are located. This contract has been determined to be a Tier 1 contract.

Additional information regarding the State's living wage requirement is contained in Attachments G and G1 entitled Living Wage Requirements for Service Contracts and Affidavit of Agreement. The Affidavit of Agreement must be completed and submitted with the original copy of the technical proposal. Failure to complete and submit the Living Wage Affidavit Agreement will result in a determination that the offeror is not responsible.

The Maryland Living Wage law is administered by the Department of Labor Licensing and Regulation. Additional living wage information pertaining to reporting obligations may be found by going to the Maryland State Department of Labor Licensing and Regulations, that's DLLR, website and it's www.dllr.maryland.gov and click on living wage.

There's a note that says the living wage rates are subject to annual adjustment by DLLR. However, the contractor's prices under the contract may not change because of the living wage adjustments. Offerors must factor this into their pricing proposal submissions. Thank you.

MS. BEADS: Thank you, Ms. McGill.

At this time we'll have Elizabeth Copeland from Baltimore City Department of Social Services, Family Investment Administration will go over Section 2, minimum requirement, I'm sorry, minimum qualifications for this RFP on page 29, Section 3, Purpose of the RFP and Scope of Requirements which is located on page 31.

MS. COPELAND: Thank you, Katrina.

Good morning again, everybody.

ALL: Good morning.

MS. COPELAND: I am so happy to see you here today. Baltimore City Department of Social Services is really excited in reviewing your proposals and I know we talked a lot about the specific requirements and the law, but now we're going to have fun. We're going to talk about the purpose of this RFP and what we're really looking into.

We have a PowerPoint that we're also going to review that can guide us through this conversation. And to be clear, this is a conversation. I know it's more of a monologue up to this point, but we are going to talk to you. We're going to hear from you. We'd like to really use this opportunity for both parties to express their interest, ask questions so that we can tell you we don't have the answers and we're going to reduce it to writing and refer you back to the website, but we really want you to know that we view this as a partnership, a true partnership.

So having said that, I'm going to talk about what you need to do and have to be a part of this partnership. The minimum qualifications. If you could turn to page 29, Section 2.1. I am going to read it verbatim, but I want you to know that we've changed the qualifications from the last RFP and the intent behind that was to allow an opportunity for new vendors to do business with Maryland.

The current administration, Governor Hogan, has stated multiple times that Maryland is open for business. For those of us who have been in the business of Maryland government, we can't stress that enough. We've always felt like that, but now it happens to be on signs on I-95. We are open for business.

However, the offeror shall possess a minimum of two years of experience within the past five years as follows: (a), working with populations receiving temporary cash assistance, supplemental nutrition assistance program, medical assistance, housing choice voucher or other federal subsidy programs and/or persons with disabilities and implementing case management, job readiness, placement and/or retention services for said populations.

As proof of meeting this requirement, the offeror has to provide with its proposal references including the company's name, reference contract name, contact telephone number and contract email address that can attest to the offeror's experience in meeting the minimum qualifications stated above.

In another section of this RFP it gives you the exact amount of references that you must provide. We have not included that in the agenda. I’m not certain the exact page number, but it’s three. It’s three references.

All right. I want to move on to the scope of work and specifically on page 31. Certainly everyone -- I’m not going to read this verbatim, but I do want to highlight Section 3.2.1, Working Hours and Location. The contractor must provide work participation and support services at a location within Baltimore City. These hours must be between 8:30 and 5:00 p.m. They must be between 8:30 and 5:00 p.m. However you can augment those hours and have additional hours in the evening, hours on the weekend to assist, but you cannot compel your customers to participate in the hour outside of the 8:30 to 5:00 p.m. Monday through Friday. Those hours mirror Baltimore City Department of Social Services Center operations.

We also require that they’re in Baltimore City. Again, you can have satellite offices in any of the jurisdictions surrounding Baltimore City, but you cannot compel the customer to participate in the location if it impacts them negatively. They must be able to receive the services and be compliant and get a job with your services in Baltimore City.

All right. Now I want to move on to -- again, if you have any questions, please write your questions down. We’re going to have a very lengthy question and answer section of our conversation this morning, but right now we’re just going over some key points.

We’re going to move on to the purpose of the RFP. Our Senior Analyst, Elizabeth Tatum -- yes, there are two Elizabeth’s, one Copeland, one Tatum -- she is going to co-facilitate this section of our agenda as soon as we get the PowerPoint up. I just wanted to allow an opportunity for multi-sensory learning. Just joking. We just also wanted to give you an opportunity to see what we’ve wrote and we have some questions as well. This PowerPoint is, again, to assist us and guide us through our conversation. Everything that we’ve presented today verbally will be transcribed and you can review that transcript at a later date. You also will have access to this PowerPoint.

MS. TATUM: So the projector is --

MS. COPELAND: We just need the power for the PowerPoint.

MS. TATUM: The projector is warming up. The PowerPoint is up and you should see it in a moment. I'm just going to ask if we could turn off one of the lights and maybe close that window. All right. So can everyone see? All right. Perfect. So let's begin.

MS. COPELAND: Let's begin. All right. So the purpose of our RFP, we really -- again, we wanted to expand an opportunity for new vendors. We're looking for innovative proposals. And the primary role, of course, is to move our customers from dependency to self-sufficiency. And these supportive employment services is a phrase that we mirror supportive housing. Supportive housing is an array of services that provides a voucher so that an individual will be housed as well as case management.

Well, supportive employment services is

provide immediate skills and then making a plan for the customer to become employed. However, we want their employment to be with competitive wages, with benefits and an opportunity for career advancement. But to be clear, this is a difficult population and we understand that there are steps to achieve this, what we believe, attainable goal.

So the work requirement is the compliance driven portion of our work. In order to receive a cash benefit in the state of Maryland, you must be engaged in a set of qualified work activities. That's the compliance portion. The federal government doesn't give us any more accolades if we get individuals employed. They closely monitor and demand that we engage people into work activities where they're compliant, but we'd like to move beyond that.

So again, as I stated, that this is compulsory participation in a work activity. There are set guidelines which means that they have to participate at a minimum of 30 hours a week. There are some exceptions that may be lower or greater, but for the most part they’re 30 hours a week in a core activity.

Attached to our RFP is a list of our work activity codes, but that’s really down in the weeds. For any new vendors or interested vendors, our team is committed to assisting, training you and your staff so that you can become more well-versed in these codes that even I don’t know what they all mean, but at the at the end of the day the federal government wants to make sure people are engaged in an activity that meets their requirement.

So on average we have about 5,000 people in Baltimore City who are required to participate in a work activity. We have about 10,000 people who are receiving cash assistance and we work very hard to assess our customers prior to referring them to a vendor. We’ve assessed those 10,000 and we identify about half who are ready to go -- to look for employment. And looking for employment may consist of an array of services such as job readiness, remedial education, volunteerism. There’s a list of activities for the vendors who are currently -- or have provided this service here or in other parts of the country.

This is something that you have committed to memory. There are certainly experts in this field. But for anyone that's new, don't be put off by the language or the terminology. This is something that we will work with you together on.

All right. So this is a pay-for-performance contract. It's not cost reimbursement. So in layman's terms, when you perform, you get paid. It's two purposes, again, to comply with the work requirements and to place people in employment. To be clear, there are two requirements. Make sure they're compliant, get them a job.

We have a five Payout Point system which is different than our last RFP. Our last RFP and the current contracts, they have three Payout Points and, again, benchmarks, billable opportunities. There's these different terminology, but you can get paid when you provide this type of service and we're going to go into detail.

We've established a maximum for these Payout Points which is a little different than the way we've operated in the past. And there is a variety of reasons why we came to that decision. Having said that, the primary motivation was to contain costs, but we also wanted our potential vendors, our offerors, to assign a value to the services that you're providing. For example, we value at a higher billable amount employment and retention services than compliance. That's not to say that compliance is not equally important; it's different. Different isn't deficient; it's different.

MS. TATUM: Next slide?

MS. COPELAND: Oh, I'm sorry. You want to go back to that one?

So we have an 8-week and a 16-week job retention. That's different than our previous RFP and that's -- the rationale behind that was really centered around alignment with our lead agency, Department of Human Resources and their goal and the State's goal to monitor employment services for two consecutive quarters. A quarter is a 12-week period. We couldn't manage and monitor our retention services aligned with that goal if we didn't allow for it to be 16 weeks of employment.

Again, if you have any questions and you'd like to drill this down even more, please write your questions down. We will come back to this point in our Q&A session.

All right. So here is our continuum. It's very linear, so it really is not a continuum. Here's our line from compliance to performance. And this is just a visual of our Payout Point and the process of how a customer will come in. Some customers do not complete this process in a straight line. They may bounce around. They may come in employed or they may come in with a job opportunity. They may need a host of services prior to getting employment. But the first step is enrollment. And then most likely our customers are placed in a volunteer activity or a qualified educational activity where they, at a maximum, are allowed for six months for the vendor to be able to provide services and submit invoices on behalf of those services. It's maxed out at six months.

This RFP allows for a job placement payment. In the past our vendors were not paid for placing customers in jobs. We've changed that. Now while the actual dollar amount is significantly less than the retention, we value the services and acknowledge the work that is put into just getting a customer a job.

We're also attentive and attuned to national trends, and we understand that it'll often take five placements before a customer is stably employed for 24 months or more.

So having said that, we realize that this might be an opportunity for our vendors to be incentivized to really focus on employment services. We have job retention at 8 weeks, 16 weeks, and then if you're able to place a customer at a higher wage, which is 25 percent above the minimum wage -- our minimum wage in the State of Maryland is going to increase incrementally. Right now it's at eight-and-a quarter. It's going to go up either another quarter or 50 cents by January 1 of 2016 and then it will go up another quarter or 50 cents again July 1 of 2016 or January 1 of 2017. But it's going to move its way up so our RFP covered a percentage and not a dollar amount. So if you began this contract with the hourly wage, minimum hourly wage at eight-and-a-quarter, your higher wage bonus will change 12 months later. So you want to keep your eye on that.

All right. Payout Point 1, compliance. It's maxed at 250. Certainly you can submit a proposal of services far below 250 per customer, but that's the maximum billable amount. That's the maintenance of their one full calendar month of qualified compliance in a work activity.

So this Payout Point or this billable opportunity is limited to a customer. It's one customer. When you receive your -- when you submit your offer and we accept it, for example, if you submit -- and this is not accurate but I'm just going to use a number ten -- if you say you want to provide services for ten customers, you may be referred 15 customers.

Your referral of 15 customers, you may assess them and realize that this customer isn't the best customer for your program.

However, we're going to focus on the ten that you enrolled. So once you enroll them, that customer number one, two, three, et cetera, that customer number one has an opportunity for six months during the lifetime of the contract for you to bill compliance activities for. You can't replace customer one with customer two or customer number eleven. That payout opportunity is limited to that customer for the life of your contract.

There are some exceptions. There are some reasonable events that will provide mitigation to change the name of your customer one, and again that's getting down in the weeds. We definitely can provide more information during our Q&A.

But that's a little different. In our past RFPs we allowed for spaces. We paid for spaces. So if you said that you could receive ten spaces, we may give you 20 customers, if you would accept 20 or 30 customers to fill up the space. But now we want there to be a more dedicated, intensive case management array of services per customer. We believe that will yield better results.

Payout No. 2, it's placement. It's maxed at $50 per customer for a maximum of two times per customer per contract life.

Again, we'll go over the Payout Points again. So eight-week retention, retaining employment for eight weeks. The minimum standard, of course, is minimum wage. If you are able to get an individual in a higher wage, you will not receive the bonus until that higher-waged customer retains employment for 16 weeks, but if you get them in at minimum wage and you're able to provide case management and better remediation for a full two-month period, you're able to bill a maximum of $1300 per customer.

Payout Point 4, 16 weeks. Replicates the model of Payout Point 3 and it's maxed at 800 per customer. And Payout Point 5 which is what we consider at bonus. It's the 16-week retention at a higher wage,

$500 per person, per customer.

All right. So here are some questions that we predicted or projected. If a customer stays in a full-time unsubsidized job for 16 consecutive weeks with a $17 wage per hour, can I bill for Payout Points 4 and 5? Yes, you can.

If a customer is now ineligible for TCA because he or she is making too much money due to the good job that you found for them, can I still pay for the Payout Point 1? No. Even though the customer is technically compliant with work requirements, he's no longer receiving TCA and will not count towards the WPR performance goal. You can pay, however, for Payout Points 2 and 5, but you can't bill for Payout Point 1. The customer is in a job.

So when we refer to compliance, it's unpaid. Our definition of compliance is fluid, but in this -- for the purpose of this context, we're talking about unpaid work activities. Our compliance is driven on that activity, be it school, volunteerism, whatever that activity is, it's an unpaid position.

All right. If the customer leaves TCA after complying with work requirements for two months, can I transfer? No. I spoke to that earlier. We can't transfer the remaining Payout Points for customer number one to customer number five or six. It stays with that customer.

We know that the trajectory of our customers or the participation can, again, be very fluid and there are customers who will come on board with our program. They will be, you know, actively engaged for a period of a month or two and then disengage, be it as a result of a barrier or dissatisfaction with their program. But if you have received a customer as the vendor, they're yours.

The expectation and the intent of the contract is that the vendor would do engagement services. They would reach out to the customer. They would get them back on. And after reasonable efforts you would have a conversation with your contract manager and then we can review your participant log and then we can remove that customer name from the space that you're holding and you may be able to have a replacement customer.

But that's not our default move. Our default move is for you to really focus on each customer that we send you, that you assess them properly and that you keep them and move them from dependency to self-sufficiency.

All right. So if a customer has transportation issues, can you terminate them from the program? Transportation barriers are real, as is child care. However, the agency works very hard at remediating this barrier. We provide bus transportation or transportation in the form of a bus pass for our customers. We will provide tokens at the center if they can't leave the center or if they don't have money to get to your program. We also remove a lot of other barriers prior to referring them to you. So if a customer shows up and says they don't have transportation, that's highly unlikely, but in the event that it is, it should be a reaction from the program to contact the Department so that we can provide bus passes for that customer.

All right. So if you can’t achieve 70 percent work participation among the customers -- and that’s our goal. That’s a requirement to get to the 70 percent. That’s a requirement because the federal government requires that we get to a percentage of 50 percent. The federal government requires that 50 percent of our customers are engaged in activity, but we have found that if we allow for a standard to meet the federal guideline, we often fall short of that federal guideline. So we exceed the federal work participation guide for our vendors and ourselves so that we can meet that 50 percent WPR.

Seventy percent WPR has been the standard for the past several, several years, and on average Baltimore City maintains a 51 to 53 percent WPR performance rate. And Baltimore City leads the state. So if Baltimore City didn’t meet or exceed the 50 percent, then the State of Maryland would not be compliant and when you’re not compliant as a state you face penalties and fees.

All right. Okay. I'm going to turn this over to Elizabeth Tatum.

MS. TATUM: Hi, everyone. Hi. Good morning. So I will be, later on in the agenda, doing an even more thorough overview of the six Payout Points and how to complete the pricing proposal. But again, for right now, we'll simply move through some of the questions that we would expect from folks who aren't as familiar with this system and there have been changes to the system from the previous contracts.

So how many Payout Point 1s per customer should I bid for? So the answer there is -- and you'll see this in the instructions in the RFP. We give you the opportunity to bid for up to six Payout Point 1s per customer. So that means that your -- if you bid for six that means you're anticipating that on average customers will need six months of volunteer work, of training, soft skills development, et cetera, in order to be prepared for full-time unsubsidized employment.

However, you may also say, based on your company's previous experience, that six months is too long. You may feel, based on, you know, sort of your performance data, that four months is sufficient. So the range is between one month and six months and you can bid anywhere in that range.

My company -- this is another question. My company primarily serves people who are work ready. What are the resources available to help customers with barriers? So our agency has experience, either directly or indirectly, helping to remove barriers for our customers who are work eligible. And again, this is a partnership and we're happy to work with you to say here are some resources that we've used in the past or here's an approach that you may want to consider. We certainly don't prescribe anything. It's within your purview provided that you're following all existing regulations and procedures. But we are available as a resource to you should you need it.

Okay. This does get a bit technical so I'm going to just go ahead and read this verbatim because I don't want to misspeak and I don't want to mislead you. I will say, just sort of as a caveat, and I know

Elizabeth mentioned this earlier, the Payout Point system and structure is -- it’s a bit, it is a bit complicated and technical. But all of the choices that we made around this payment system were very strategic and thoroughly debated. And we have, you know, a reason and a rationale behind every decision. So once you become familiar with the system, it will make an abundant amount of sense to you. And that’s really the purpose of today is to answer all of your questions about that.

So this is a scenario. Let’s say that you bid for 6 Payout 1 points per customer, and my 10 enrolled customers do not use all 60 Payout 1 points. So you have 10 enrollees times 6 Payout 1s, that’s 60 points, can I transfer the remaining Payout 1 points to additional enrollees? The answer to that is no. Payout Point 1s are customer specific. If a customer does not use the six payout one points available to him, those points cannot be transferred to another customer.

Therefore, a vendor will continue to invoice for Payout 1 until either the enrollment goal is met or until the enrollment goal is met and all payout one funds have been exhausted.

Also note that offerors can propose for fewer than six Payout 1 points per customer. And, again, that's up to your discretion and dependent on your projections, your past experience, and what you think is feasible given the design of your program.

MS. COPELAND: Okay. I think we have articulated that we are not prescribing a specific model. We look forward to reading all of the proposals and all the variances, and the uniqueness that should be therein. And we had listed some points that we want to draw your attention to.

What we're looking for, we would expect to see in a proposal, a market analysis is important. There are industries that are over saturated with our customers. I don't want to show my hand, but if someone sent us a presentation or a model that is specific to one job, the three letters that I've seen a lot in the healthcare industry, I'd want you to take a look at the stackable credentials for that one position with those three letters in a healthcare industry that we often see a lot. There's a lot of opportunities in healthcare.

The relationship with area employers. If you do not have them, you know, providing how you're going to obtain that would be helpful. Don't be discouraged if you're new to the area. Or, better yet, partner with someone else who is already in the area or someone who's in the room.

Career pathways approach. Again, stackable credentials, clearly articulating a pathway for a career even if it starts with the job.

Experience training for a particular industry. Now that can be on-the-job training, no certification, no credentialing services behind it. But a plan to support customers, meeting them where they are, using their interests in your labor market analysis is a good read to me.

On-the-job training. If you have a partnership with an employer that they offer an opportunity for them to get in the job and be trained.

And a in-depth training prior to job development. You know, in the past -- and I'm going to quote a former -- a special assistant to a former secretary -- she said to me one time, you know, Liz, this ain't your grandmama's welfare office. And she was right. You know, we have evidence-based practices and we'd like a national best practice approach to the work that we do.

And oftentimes in the past the vendors would pull all of our customers into a room and teach them how to groom themselves or how to present themselves. And that's a value. But there is a multiple approaches, parallel tracks that you should utilize to get our customers employed. So in-depth training and a robust retention services. Getting the job is half of the charge. Keeping the job is what matters the most.

All right. So your partnerships, be it formal or informal, with other organizations is required. We're requiring you to partner with other people. There is a contractual requirement for the MBE participation, but reaching out to other community organizations is required, other partners is important.

All right. So this is the evaluation criteria. We're looking at four criteria: the work plan, experience and qualification, the qualifications and capabilities of the staff and the subcontractors, and the economic benefit to the State of Maryland, specifically Baltimore City.

All right. So this is our rubric. The pricing proposals are ranked in order of lowest to highest price. Lowest is most advantageous to the State. Highest is least advantageous. We're giving equal weight to the technical and financial proposal. And then for a complete discussion of this criteria, you should look at Section 5 of the RFP.

As stated earlier, the due date is October 26 at 2:00 p.m. 1:59 and 59 seconds Eastern Standard Time. Here. Either in person or mailed.

We're going to review the proposals. And there is a specific process that our lead agency, Department of Human Resources, implements in reviewing the originals -- the initial submissions for compliance with the procurement rules and the standards of the RFP.

Then we will go into the technical and financial review. This is going to last between the 27th in October and we should complete that -- 60 days? Sixty days? Within 60 days, so towards the end of this calendar year. Sometime in the beginning of January, we should be making an award.

In that process we'll have an opportunity for oral presentations, we'll have another discussion about your best and final offer, then we'll make a final decision, and then we'll make notice of that award in January. No later than January of 2016. The actual start date for the contract is July 1, 2016.

All right. That's it for our proposal. Yes, ma'am?

MS. WILLIFORD: I should have mentioned this earlier. I think that Gerald and I are responsible for several civil rights program, MBEs is one of them. Another one of them is the Americans with Disabilities

Act. And that's (indiscernible) for the Rehab Act. And the U.S. Department of Health and Human Services have been very involved in DHR for the last year or so, and they have asked us to require that our work activity vendors have written policy and the procedures so that our customers may request a reasonable accommodation based on a disability.

They've also asked that you post notices in your space notifying people of their right to a reasonable accommodation. They have requested that you identify a customer's need for a reasonable accommodation based on a disability. I know that the work schedule is very stringent. So I just wanted to clarify that even though there is a very strict work requirement, that under the federal law we have to provide this reasonable accommodation.

And, again, you can just talk about what you need more information about. There'll be several things on there. I don't know that -- I mean, I did see some mention of it in the contract but I don't know if we need that specific of language.

UNIDENTIFIED SPEAKER: I'm sorry, what specific language?

MS. WILLIFORD: About the Americans with Disabilities Act.

UNIDENTIFIED SPEAKER: Yes.

MS. WILLIFORD: The very specific language. No, on Page 139 there is a mention of some of the statute, but we really do have to require whoever is the lowest payer, bidder, whoever wins this contract, that they have specific written policies allowing people to have reasonable accommodations.

So that might mean that they may not be able to work those specific hours, they may need some flexibility in their schedule based on whatever that particular disability is as long as the accommodation allows them to participate in the program. And that's for two reasons.

One, we are a federal aid recipient and anything that we're required to do our vendors are required to do. And also because we are a State government and Type II of the ADA applies to State and

Local government. Thank you.

MS. BEADS: Thank you Elizabeth and Karen.

MS. TATUM: You're welcome.

MS. BEADS: At this time we're going to have Nneka Willis-Gray will go over the insurance requirements, Jacqueline Turner will go over invoicing, and Elijah Hopper will cover contractors project manager.

(Pause.)

MS. WILLIS-GRAY: Good morning, everyone.

ALL: Good morning.

MS. WILLIS-GRAY: We just wanted to take -- make sure we took the time out to review the insurance requirements. We hope that you all take the time out to review these insurance requirements in depth. I just wanted to also point out that a current certificate of insurance is due with each offeror's proposal, which is just the current one. But we're going to review in Section 3.4, the insurance requirements, which will need to be submitted once an offeror is recommended for contract award.

So once recommended for contract award, within five business days of recommendation, the contractor shall provide the State Project Manager with current certificates of insurance and show updates of such certificates periodically, but no less than annually, in multi-year contracts, as directed by the State Project Manager.

Such copies of the contractor's current certificate of insurance shall contain, at minimum, the following: workers' compensation; commercial general liability with the following minimum requirements: bodily injury, $400,000 per occurrence and 1 million in aggregate; property damage, $400,000 per occurrence, and $400,000 in aggregate; and personal liability, 1 million per occurrence, and 2 million in aggregate.

Also, the State shall be listed as an additional insured on all the policies with the exception of workers' compensation insurance and professional liability insurance.

All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager by certified mail not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event that the State Project Manager receives a notice of non-renewal, the contractor shall provide the State Project Manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy that's in effect.

All insurance policies shall be with a company licensed by the State of Maryland to do business.

The contractor shall require that any subcontractors providing primary services under the contract obtain and maintain the same levels of insurance and shall provide the State Project Manager with the same documentation as required by the contractor.

There are some additional insurance coverages for work participation contracts. This is covered in Section 3.4.7, Work Experience and Community Service Liability.

Special Maryland statutory provisions apply to participating TCA customers and community service providers every work experience or community service component is a part of the offeror's program.

Workers' compensation for TCA customers. For the purpose of the Maryland Workers' Compensation Act, a TCA customer is considered an employee of the Department while assigned to a job under Work Experience Program resulting from this procurement. Accordingly, workers' compensation is covered by the State for TCA customers who is assigned to a job through a work experience program under this contract.

Labor and Employment Article Subsection 9-224 and Article 88A Subsection 17-2(g)(1)(ii) annotated Code of Maryland.

Liability for community service work activity providers. The offeror and/or its subcontractors, if public or private community service providers, may be entitled to limited liability protection under State law as follows: public community service providers are units of State or local governments that are subject to the Maryland Torts Claim Act Title 12, Subtitle 1, State government article or the Local Government Torts Claim or Act, Title 5 Subtitle 3; Court and Judicial Proceedings Article Annotated Code of Maryland.

Private community service providers are entitled to limited liability protection under Courts and Judicial Proceedings Article Subsection 5-805(b)(1) if they're exempt from taxation under Subsection 501C of the Internal Revenue Code and if they are approved by the Department as a community service work activity provider.

The private provider shall maintain liability insurance in at least the following limits as specified in Section 5-406(b)(3): $200,000 per individual claim, and $500,000 per total claims that arise from the same occurrence; or $750,000 per policy year and $500,000 per total claims that arise from the same occurrence; and if the insurance has a deductible, a deductible amount not greater than 10,000 per occurrence, or if there is a co-insurance, a rate of co-insurance not greater than 20 percent.

Thank you.

MS. BEADS: Thank you.

MS. TURNER: Good morning, again.

ALL: Good morning.

MS. TURNER: I'm going to go over invoicing. So invoicing starts on Page 42 in your RFP. I'm not going to read it verbatim. So it's Section 3.6 and in A it lists everything that must be on your invoice. The invoice is Attachment Y, which is also in your RFP, and that is on Page 196. That's also going to be provided to you electronically. Okay?

We are expecting all invoices be submitted the 21st of every month. And we are looking that -- we want to make sure that all activities, attendance, and employment information must be entered into WORKS, which is our database system that tracks all of our work eligible customers. And that has to be in WORKS prior to your submission of an invoice. Okay?

At the top of Page 43 is where you're going to be sending your invoice. So you'll be sending it here to the administration office, and that's pretty much it. We do require that you submit a hard copy. And, again, that due date is the 21st of every month. And we appreciate vendors that are timely with their invoice submissions.

Thank you.

MR. HOPPER: Good morning, for the 50th time. So we're going to be on Page 47. Again, my name is Elijah Hopper, I am the State Project Manager for this contract. And if you look at the bottom of Page 47, we're just going to read verbatim.

The contractor's project manager. So the contractor shall identify an individual to serve as the contractor's project manager. The contractor's project manager shall manage the daily operations of the program and to be available on a daily basis to discuss the same.

Project management includes, but is not limited to, coordination, implementation, and compliance with contract requirements including the submission of reports, having knowledge of the budget, and the provision of services to clients. The contractor’s project manager shall also be available to meet with representatives of the Department at periodic monitoring visits and other program related meetings.

The Department will give the contractor’s project manager a minimum of two weeks advance notice of any meeting, dates, locations, times, and purpose. And you can also see Section 4.4.28.

Thank you.

MS. TURNER: I’d like to add one thing to that. It’s implied, but your project manager that you submit with your proposal should be the project manager that actually manages the project and able to make decisions communicating with our offices, within reason. I know that there are hierarchies and there are structures within every organization, but we really need to be able to communicate with someone that can make a decision midstream based on the services that’s provided without impacting your bottom line, without impacting your existing or your proposed services. But based on our discussion, is able to work with us with regarding any concerns or problems that we have jointly identified.

MS. BEADS: Thank you, all. I will now review Section 4 for proposal format, which begins on Page 50.

4.1. It's a two-part submission. The proposal or the two part submission. Offeror shall submit proposals as separate buy-ins. Volume one is to include the technical proposal. Volume two to include pricing proposal.

4.2. Proposals. Volume 1, technical proposal, and Volume 2, pricing proposal, shall be sealed separately from one another. It is preferred that the name, email address and telephone number of the offeror be included on the outside of the packaging for each volume. Each volume shall contain an unbound original so identified and four copies. Unless the resulting packaging will be too unwieldy, the Department's preference is for the two sealed volumes to be submitted together in a single package including a label bearing the RFP title and number, name and address of the offeror, and closing date and time for the receipt of proposals to the procurement officer. See Section 1.5 prior to the date -- I'm sorry, to the procurement officer, you can see Section 1.5 for the procurement officer's information.

4.2.2. An electronic version on compact disc or CD; digital versatile disc, DVD; or Universal Serial Bus, USB flash/thumb drive; of Volume 1, technical proposals, in Microsoft Word format must be enclosed with the original Volume 1, technical proposal submission. An electronic version of Volume 2, pricing proposal, in Microsoft Word or Microsoft Excel format must be enclosed with the original Volume 2, pricing proposal submission.

Each CD, DVD, USB flash drive must be labeled on the outside with the RFP title and number, name of the offeror, and volume number. Each CD, DVD, USB flash drive must be packaged with the original copy of the appropriate proposal, technical or financial.

4.2.3. A second electronic version of Volume 1 and 2 in searchable Adobe PDF file format shall be submitted on CD, DVD or USB flash drive for Public

Information Act requests. This copy shall be redacted so that the confidential and/or proprietary information has been removed. See Section 1.14, Public Information Act notice.

Beginning with tab, see RFP Section 4.4.2.3, all pages of both proposal volumes shall be consecutively numbered from beginning to end. The title page, table of contents and any claim of confidentiality shall be numbered using small Roman numerals.

4.2.5. Proposal and any modification to proposal will be shown only to state employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

4.3, the delivery. Offeror may either mail or hand deliver proposals.

Section 4.3.1. For U.S. Postal Service deliveries, any proposal that has been received at the appropriate mail room or typical place of mail receipt for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it uses Express Mail, Priority Mail or certified mail, only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by First Class Mail to make its way by normal internal mail to the procuring unit and offeror who uses First Class Mail will not be able to prove a timely deliver at the mail room.

As a reminder, remember to have your proposals submitted by Monday, October 26th, 2015 by 2:00 p.m. local time. Any late submissions will not be submitted.

Volume 1, Technical Proposals, 4.4. Section 4.4 on page 51 of the RFP provides detailed information on the submission and format of Volume 1, technical proposals. No pricing information is to be included in the technical proposal, Volume 1. Pricing information is to be included only in the pricing proposal, which is Volume 2. Section 4.4.1 describes the format of the sections provided in the technical proposal.

Inside a sealed packaged described in Section 4.2, Proposals, the unbound original, four copies and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 4.4.2 sets forth the order of information to be provided in the technical proposal. For example, Section 4.4.2.1, title and table of contents; Section 4.4.2.2, claim of confidentiality.

In addition, responses in the offeror's technical proposal shall reference the organization and numbering of sections in the RFP. For example, Section 3.2.1, response; Section 3.2.2, response, et cetera.

This proposal organization will allow state officials and the Evaluation Committee to map offer responses directly to RFP requirements by section number and will aid in the evaluation process.

The technical proposal shall include the following documents and information in order specified as follows.

Each section of the technical proposal shall be separated by a tab as follows. Tab A should be title page and table of contents; Tab A-1, claim of confidentiality, if applicable; Tab B, transmittal page; Tab C, executive summary; Tab D, minimum qualifications documentation; Tab E, offeror technical response to RFP requirements and proposed work plan; Tab F, experience and qualifications of proposed staff, including proposed subcontractors; Tab G, offeror qualifications and capabilities; Tab H, references; Tab I, list of current or prior state contracts; Tab J, financial capability; Tab K, certificate of insurance; Tab L, subcontractors; Tab M, legal action summary; Tab N, economic benefit factors; Tab O, additional required technical submission, bid/proposal affidavit, which is Attachment B; MDOT-certified MBE Utilization Fair Solicitation affidavit, which is Attachment D-1A; federal funds attachment, which is Attachment H; living wage affidavit of agreement, which is Attachment G-1; conflict of interest affidavit and disclosure, Attachment I; location of the performance of services disclosure, which is Attachment N; proposed performance outcomes chart, which is Attachment U-2, page 1; proposed performance outcomes chart, Attachment U-2, page 2.

Okay. At this time we'll have Elizabeth Tatum, who is going to speak on the Volume 2 pricing proposal.

MS. TATUM: Thank you, Katrina.

I will wade into the pricing proposal in detail in a moment, but I just wanted to make a quick note about that.

One of the documents that's required for submission is a performance chart and that links directly to your pricing proposal, which makes sense because this is a paper performance contract. Please take note that the performance chart has to be submitted twice, once in the technical proposal and then again in the financial proposal. And you might ask yourself, why are they having me do this? That seems like a form of bureaucratic torture. And I guess I would agree with you, but there is a purpose for that and that is, as Katrina mentioned earlier, that pricing information cannot be included in the technical proposal, that's part of the evaluation process. The evaluation panel has to read and rank the technical proposals and only after that time can they begin to wade into the pricing proposal. So that's just a quick note.

And the second is that I have also been assigned to present on economic benefit factors and I'll do that first, and then I'll actually sit down and I'll move through a sample of the performance chart and the pricing proposal. So if you have that with you, I would suggest turning there and then you can just follow along, I'll be going through the sample.

Economic benefit factors, I'll read that verbatim. So this is page 5 of the -- or 55 of the RFP. Let's see, Section 4.4.2.15, Economic Benefit Factors. This feels like I'm at a religious service and reading from the Scriptures, like everyone please turn to Verse 15.

The offeror shall submit with its proposal a narrative describing benefits that will accrue to the

Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03(a)(3).

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

And so you might ask yourself, as I asked myself, what's an example of an economic benefit? How in the world would I quantify such a thing? So for the answer to that, you can turn to page 56, which is, "Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments, and provide a breakdown of expenditures in that category.

So examples include the contract dollars to be recycled into Maryland's economy in support of the contract through use of Maryland subcontractors, the number and types of jobs for Maryland residents resulting from the contract. And if you successfully move all of your customers into employment, there it is. Tax revenues to be generated for Maryland and its political subdivisions, subcontract dollars committed to Maryland small businesses and MBEs, and other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror, including contractual commitments.

I will move to the pricing proposal now. And because the pricing proposal and the performance charts are linked, you probably want to look at both at the same time. And the way we've set up these charts is to really make it as easy for you as possible to complete the charts. So just give me -- bear with me for just a quick moment, I'm going to set this up so that you can view it on the screen and we'll get started.

(Pause.)

MS. TATUM: Can everyone hear me from here?

UNIDENTIFIED SPEAKER: That mic is for the court reporter, that one is for --

MS. TATUM: Should I use this mic?

(Pause.)

MS. TATUM: Okay, I think -- is this on?

MS. BEADS: Yes, that mic is on.

MS. TATUM: All right, great, great, great. Thank you.

Okay. So first I would direct you to -- you know what, this is going to be a bit hard to view. So this is the -- there are a number of tabs in this document and the first is the instructions page for Attachment U, and then there's a corresponding -- just a moment -- there's a corresponding attachment page for -- or instructions page for Attachment F. And these were very carefully reviewed and my recommendation, as you're preparing this and double checking all of your work, this is -- it's sort of -- this whole project is sort of like a giant homework assignment. Attach -- I'm trying to make some jokes, I don't know if anyone is -- I don't know if anyone is appreciating it.

UNIDENTIFIED SPEAKER: Elizabeth --

MS. TATUM: Yeah?

UNIDENTIFIED SPEAKER: -- why don't you expand it and then minimize, so it's -- from here, it's kind of -- it's difficult --

UNIDENTIFIED SPEAKER: If we could bring it up view full screen maybe.

UNIDENTIFIED SPEAKER: Yeah.

MS. TATUM: Sure. Where is that?

UNIDENTIFIED SPEAKER: At the top, View.

(Pause.)

MS. TATUM: Okay, that's much better. Thank you. Thank you for waiting for that.

So as I was saying, I think probably the best strategy is to have the instructions side-by-side with the sheet itself, and then move through and ensure that you're sort of following this all to the T.

I'm going to move now to the sample. And the purpose statement is clear enough, we simply want to understand how many people will you serve and then, among the people you serve, what kind of results do you anticipate. And depending on your experience, you may anticipate results based on your past performance, based on your experience with similar customers, based on any number of factors, that's up to you. What we ask is that you simply report your projections in your proposed performance to us.

And these are just sort of to give you a view, this is a completed sheet. And it looks scary, I know, but once you wade into it, it's really fairly easy to do.

Okay. So I'm going to fill out this sample for Attachment U, the base contract. Here this is the proposed performance outcome chart for the base contract period. And please take note that you need to fill out the proposed performance for the base contract period and also for the option period. These charts do not have to be identical. You may say we plan to take on fewer customers during the base period, more during the option, it could be the same. It's really up to you.

So of course you'll enter in the name of your company at the top, the date, signature of representative. That's all pretty self-explanatory.

So things start off here in (b)(1). And for the purpose of this sample I'm going to say that I will enroll 750 customers. Okay? So that begins the process here. And the next item here is, of those 750 customers, how many of those will achieve work requirements. So -- and you'll see this as we move through the chart, but every performance is sort of -- it's a cascading effect. So 750, that's the whole universe of customers you're dealing with and then, as you move down, each one is sort of a subcategory of the other.

So the requirement is that at least 70 percent of your customers achieve the work-participation rate. I think this was communicated earlier, but just to sort of reinforce this. You may have customers who exhibit short-term barriers. So if someone has a transportation issue, we've provided them a bus pass, but something has happened and they're having a difficult time getting to work. It's your responsibility if a customer presents that issue to you after they've already been enrolled in your program, it's your responsibility to address that barrier to employment. However, given the fact that we know these things happen and it's challenging, sometimes it's a challenging population, those customers who have short-term barriers, they will not be included in your work-participation rate calculation. So just be aware of that and sort of know that's -- that that's working to help you meet these performance goals.

So 70 percent. And you see as you type that in, we have this beautiful Excel spreadsheet, and so it just calculates it for you. You can check our work, if you'd really like to.

UNIDENTIFIED SPEAKER: That's a shameless plug (indiscernible).

MS. TATUM: A shameless plug, exactly.

UNIDENTIFIED SPEAKER: I'm trying to lighten the mood up --

MS. TATUM: Yeah, thank you.

UNIDENTIFIED SPEAKER: -- they're so serious.

MS. TATUM: Thank you, I really appreciate that. And then -- and also I should say that I am not, in terms of like my general inclination, I'm not really that good at filling out forms, which I sort of wonder why am I in government, I don't know.

So if you're not good at filling out forms, if you're good at like visioning things, you know, create a vision and talk about your projections and the different variables, and then have somebody who is good at filling out forms kind of check your work. That's just my recommendation.

Enter percentage of WPR-achieving customers to be placed in full-time, unsubsidized employment. So of those 525 people, how many do you think will be successfully placed into employment? You might say, gosh, I think 60 percent will be placed into employment. So there you have 315 customers who have been placed and then of those -- and again, just to remind you, this is a cascading effect -- of those 315 customers, how many of those will be retained in a job for at least eight consecutive weeks. And this is full-time, unsubsidized employment at at least minimum wage. And you may say, I think 70 percent will -- not

I think, I mean, hopefully this is not your business practice to just sort of speculate at random, but, you know, informed by whatever sort of evidence and data you have at your disposal.

So 221 customers have been retained and then how many of those will then make it to the next milestone, which is 16 consecutive weeks. If you get to eight weeks consecutive, that's two months, you know, that's a good amount of time. Some of you may have taken on jobs and after two months you're just like, you know, this is not working out. So if you make it to at least two months, you know, maybe there's a high likelihood that you'll make it to 16 weeks. So in this sample, 90 percent then make it to full-time, unsubsidized employment.

So you have 199 people who have been in a job for months full-time, that's a wonderful thing and we will pay you for that. And then there's this bonus, which is how many people will achieve that milestone with a higher wage than current minimum wage, at least 25 percent higher, we'll say 50 percent.

So that's a hundred people. Of the 750 you enrolled, a hundred people have full-time work at above minimum wage, and that's a really wonderful thing. And as we talked about earlier and when we talked about sort of the vision and purpose of this RFP, we're looking for -- and as Molly talked about, we're looking for people to move into work where there are opportunities for career advancement and good wages and benefits.

So now that the base contract is filled out, I will actually move over now to Attachment F -- oh, you know what, actually I'm not ready to do that. This is why I'm not the chief form-filler-outer, but I have prepared for this and I know how this works.

So the other thing is the monthly enrollment schedule. So that is, okay, you have 750 people, you have two years to serve them, how many people are you going to serve each month? You may say, you know what, we need a little bit of time to ramp up and we're not ready to serve the full cohort of people, the desired cohort in month one, so you want to serve 20 people in a month. And then -- and please notice also, any cell that's highlighted yellow, that's what you need to fill out and then everything else will just auto-populate.

You're serving 25 people here and then starting in month three you say, well, okay, we're ready, we're ready to ramp up to 40 people, and you're ready for 40 people all the way up through to month 17. And then around month 18 you say, let's scale back a bit, because we are providing retention services and we're not -- this is the number of people we would like to serve up to 22. In month 22 you say, we only want to enroll five people. And then the last two months of the contract, you're already at your goal. So you notice before you move on to the next section, 750 customers are enrolled total, and that matches the number up here.

MS. COPELAND: Elizabeth, can you decrease that slide to 75 percent, that slide, so that we can see the whole slide (indiscernible) --

MS. TATUM: Sure.

MS. COPELAND: -- 100 percent now.

MS. TATUM: Oh, that is an excellent idea. Let's see, just a moment.

(Pause.)

MS. TATUM: All right.

MS. COPELAND: A little bit more.

MS. TATUM: A little more? Okay.

MS. COPELAND: I mean a little less.

MS. TATUM: Oh, a little less? Is that good? A little less. How's that?

MS. COPELAND: Just so they can see the whole thing.

MS. TATUM: Sure. Okay. Yeah, so when this is complete, that's -- except for the company name, date and the signature, that's what it looks like. It's really fairly simple, it's just two tables. So there you have it.

I'm going to move now to Attachment F. And again, please -- if you have questions, please hold those for later. Okay, so this is the base contract. And again, company name and date. And you see here, this is where it begins to calculate the amount of --

the total contract amount. So that's why these are decoupled -- or that's why you have to submit the performance chart twice, because the evaluation panel simply can't look at what you plan to charge until they're at that point in the technical proposal -- or the financial proposal. And again there's a very detailed set of instructions for this step in the process as well.

So in this example, again, there are maximums, there are caps on each Payout Point. So we -- again, we designed that with -- you know, there's a reason behind that. We want to place a lot of value on employment and work, and also compensate you fairly for keeping customers compliant. So payout amount in (a)(1) -- Payout Point 1, what you enter here is your price per customer. So it's not total, it's your price per customer for that particular performance goal. Payout 2, $50.

And you can bill for -- so you can bill for payout 1 up to a maximum six times per customer, 2, payout 2 is up to a maximum of two times per customer.

Payout 3, $1200. And you notice because -- I'm pointing, you can't see my fingers, it doesn't make any sense -- (b)(3), in (b)(3), 221 customers, that's how many people you thought would achieve that goal.

So if it's $1200 and 221 people, those two things multiply. And in item C, you see it automatically populates, that would be 265K.

All right. Payout Point 4, the going rate for your company there is $600. And then item 5, the bonus is 500.

Okay. So you see that everything is auto-calculated except for (b)(1) and (b)(2), and the reason for that is that you have some discretion in -- so for 3, 4 and 5, these represent individual people, right? For 1 and 2, those represent occurrences for individual people.

So for 1 you could say, you know what, I think that based on my company's experience we are not going to need to bill six times for all 750 people, we can bill a bit less than that. So total you'll say, we need 3,000 Payout Point 1s for our 750 customers. And then for Payout Point 2, the maximum there is two times per customer, but in all likelihood you probably won't place everyone two times. You certainly can, if you would like to, but you may not want to or that may not be what actually happens. So you say, oh, for the -- let's see, how many people did you say that you would -- let's see, you said you're planning to place 315 customers. Right? Enroll 750, keep 525 compliant, and then place 315. So of those 315 you actually say, no, I think we'll probably place them all twice, so 630 Payout Point 2s. And then that sort of -- that begins to complete the equation. So Item C, it's just A and B multiplied together down the line. And then D, that autocalculates and that shows you of your total bid amount -- so your bid amount is about $1 million for that base contract period and 56 percent of that money is going towards keeping customers compliant.

And then 44 percent -- I know you don't see that here, but if you add up, you know, columns D through -- the rest of the columns, that's 44 percent, that's all devoted towards employment which that seems like a pretty good ratio and that's sort of how we've set up those Payout Points. So 25 percent of your money is going towards Payout 3 which is, you know, that's a tough one. You've got to get eight weeks of full-time unsubsidized employment.

Moving down here, Item E, that's the total amount for the base contract period and then the offeror's price per customer for the base contract period. So that's per customer. That's $3600.

And then Item G is effective price per person employed for 16 consecutive weeks. Because if we're sort of outcomes oriented, that's what this whole thing is about. If someone volunteers for six months, that's wonderful. That's good. But that's not what we're trying to achieve. We're trying to move people into work, into independence because we believe that work is inherently dignifying and it's good for people. So that effective price is, you know, roughly $5300. And I'm very close to wrapping us this portion, I promise you.

So you'd fill out the same thing, the same process for the option period in both attachment E and attachment F. And then attachment F combines everything. And it autopopulates so there's really nothing -- other than filling in your company's information, there's nothing that you have to do here except see sort of your totals for the base and option period and then what it looks like combined. So there you have it. It's not really that scary and if you follow the instructions, it is imminently doable. And that's all for now.

MS. BEADS: Thank you, Elizabeth.

I will now go over Section 5, Evaluation Committee, Evaluation Criteria and Selection Procedure. 5.1 Evaluation Committee. Evaluation of proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The evaluation committee will review proposals, participate and offer oral presentations and discussions and provide input to the procurement officer. The Department reserves the right to utilize the services of individuals outside of the established evaluation committee for advice and assistance as deemed appropriate.

5.2 Technical and Financial Proposal Evaluation Criteria. The criteria to be used to evaluate each technical proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion has equal weight. Section 5.2.1 Proposed Services, 5.2.2 Experience and Qualifications of Proposed Staff, 5.2.3 Offeror Qualifications and Capabilities including Proposed Subcontractors, 5.2.4 Economic Benefit to the State of Maryland.

The State prefers and offers response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter including an explanation of how the work will be done. Proposals which include limited responses to work requirements, such as concur or will comply, will receive a lower ranking than those proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

Selection Procedures. The contract will be awarded in accordance with the competitive sealed proposals that can be found at COMAR 21.05.03. The competitive sealed proposal method allows for the conducting of discussions and the revision of proposals during these discussions. Therefore, the State may conduct discussions with all offerors that may, I'm sorry, that have submitted proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so.

However, the State reserves the right to make an award without holding discussions. In either case, the State may determine an offeror to be not responsible and/or an offeror's proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date of receipt of proposals and prior to contract award.

If the State finds an offeror to be not responsible and/or an offeror's technical proposal to be not reasonably susceptible of being selected for award, the offeror's price proposal will be subsequently, I'm sorry, will subsequently be returned if the pricing proposal is unopened at the time of the determination.

Section 5.5.3, the award determination. Upon completion of the technical proposal and pricing proposal evaluations and rankings, each offeror will receive an overall ranking. The procurement officer will recommend award of the contract to the responsible offeror that submitted proposals determined to be the most advantageous to the State. In making this most advantageous proposal determination, technical factors will receive equal weight with financial factors.

Okay. At this time we have concluded the review section of the RFP and we will now begin taking questions. Any questions asked during this conference in which a response is not provided will be posted to eMaryland Marketplace and DHR's website. Should there be any discrepancy between a response provided during the conference and a written response provided subsequently, the written response shall prevail. And we ask that when you ask your questions that you do identify yourself and your company for the record. Are there any questions? No?

MS. COPELAND: By a show of hands, any questions?

MR. HARDNETT: Thomas Hardnett, IH Staffing.

MS. COPELAND: One second. We need to get you the microphone so we can record this.

MR. HARDNETT: Okay.

MS. COPELAND: Thank you.

MR. HARDNETT: The representative from MBE Mission that 50 percent of the MBE requirement if you're a certified MBE could go towards the goal. So in other words, if you're -- if this is 29 percent MBE then 15 percent --

MS. BEADS: 14.5 percent.

MR. HARDNETT: 14.5 --

MS. BEADS: If you're an MBE prime you could fulfill half of the goal with your own forces.

MR. HARDNETT: Now, what about the subgoals? Would that affect the subgoals?

MS. BEADS: I may need to get back with you on that, but it kind of depends on which classification you're in. Like for instance, I think that women -- the subgoal for women is 12 percent so you would still need to fulfill 12 percent of that.

MR. HARDNETT: Okay.

MS. BEADS: With respect to the subgoal, African American 7 percent -- I'll need to check on that one for you.

MR. HARDNETT: Thank you.

MS. BEADS: Thank you. Do you have my information?

MR. HARDNETT: Yes, ma'am.

MS. TATUM: Hold on. There was another question over here. All right.

MS. WILLIS-GRAY: In regards to the MBE, the subgoals, you could either choose to fulfill the 50 percent or you can choose to fulfill the 7 percent of African American. So you would need to make that determination.

MS. BEADS: Thank you, Nneka. That makes sense. Thank you.

MS. NATHAN: Good morning. Jessica Nathan from ResCare Workforce Services. So I have a clarifying question. The RFP states that there will be no replacement for customers that fall off our rosters, but in the presentations there was some mentions to the possibility of replacing the candidates with outreach and engagement efforts. Can there by a clarifying policy that comes out as a follow up to these two -- this is still part of this, let’s say, 750 assuming we bid for the maximum amount. How does that work?

Related to that is the comment that was made about calculating for participation and the possibility of taking some of the customers that are facing short-term barriers out of the denominator. If that could be clarified as well as to what the policy and the process could possibly look like. Thank you.

MS. COPELAND: I can respond to both of those. The RFP lists the minimum standards and the expectations for each vendor. However, our practice in implementing this contract is listed in, I think, the 75-page binder. Within that work activity binder it enumerates the conversation, the threshold, the standards for making a determination between the vender and the agency whether the customer will remain a part of your participant log.

The agency reserves the right to not refer additional customers. We also reserve the right to refer additional customers based on the circumstances that have been reduced to writing, narrated in the system and a specific amount of time. On average, customers who leave -- if it's been four months and they have not returned to the Department of Social Services to apply for cash assistance again, that customer will not continue to be carried on your participant log. But this is a conversation that we would have with each of our vendors. It's not on a case by case basis, however we do have a standard that we operate by.

And the second part was the short-term exemption. I think you were referring to our conversation around barrier remediation at the onset of the application in our centers. We review each of our customers and their work eligibility determination on a case by case basis. Barriers to employment or referral to our work eligibility program can include inadequate housing or unstable housing, lack of child care, lack of a child care provider, transportation, co or current disorder, substance abuse and mental health.

However, we work very hard to remediate these barriers. We provide referrals to and allow customers to address the barriers, to resolve them on parallel tracks towards employment services. So more than likely -- more than more than likely, we can assure you that you will not receive a customer who is not work eligible based on our strict criteria.

Elizabeth?

MS. TATUM: And the other thing I would mention to your question about the calculation. Page 149 of the RFP clearly states that customers who are presenting a short-term barrier will not be included in your WPR. And I don’t know the page number off the top of my head, but the RFP also includes a very detailed description of how the WPR is calculated. So just be aware that, of course, we have our own internal analysts and as we calculate your performance that's not something that we include.

MS. COPELAND: I think there was another question.

MS. NETUS: Good morning. You indicated that you had 10,000 customers that receive TCA, I guess, on a yearly basis. And you also indicated 5,000 of them are considered job ready. What happens to other 5,000? Where are those individuals? I have a couple of questions so I was kind of probably just combine them.

MS. BEADS: Could you state your name, as well?

MS. NETUS: Oh, pardon me. I'm Marsha Netus from America Works. And again, so again it was 10,000 that you indicated in the RFP and I believe, Ms. Copeland, you just said that as well. And 5,000 of them are eligible for job readiness. Where's the other 5,000?

MS. COPELAND: That's a --

MS. NETUS: That's the first question. The second part to that question is if you have 5,000 that's eligible, then why is it only offered 3,000 between, at minimum, four grants, maximum of six?

MS. COPELAND: Those are very good questions. So we have, on average, 9,000 TCA cases, about 10,000 people. We are not articulating nor are we stating that we have 5,000 job-ready customers. There is a long pathway before they receive job readiness determination or a designation.

We have 5,000 customers who are able-bodied and eligible to participate in a work activity. We define them as work eligible. That's the term that we use. Of the 5,000, we also have an internal job program as well as an existing partnership through the Baltimore City Mayor's Office of Employment Development. That reduces the remaining amount of the 5,000 customers to about 3,000 on an annual basis that are available for our pay for performance vendors.

The 3,000 -- they're not grants. This is a performance-based contract and we pay per customer. Again, these are federal funds that are patched through our lead agency down to the local level and we work very hard at maximizing the outcomes with the funding that's been allocated to this agency.

Elizabeth?

MS. TATUM: And there are federal work rules that very closely govern how people are considered work eligible or work exempt. So for example, there are children in Baltimore City who receive a TCA grant. They're not work eligible customers. We also have other categories of customers right now, long-term disabled customers. So you have sort of a long-term medical issue.

Currently, according to our state's regulations, that group of customers are not work eligible. They will become so, but that particular policy change will not affect this contract. I don't want to go into the details on that. But anyway, there are different categories of exemption that are carefully governed by the federal government and we abide by those and monitor that very closely. So when we say 5,000 customers, we mean work eligible customers in accordance with the federal and state guidelines.

MS. COPELAND: Any other questions? Oh, did you have more questions?

MS. NETUS: I have tons of questions.

MS. COPELAND: Okay.

UNIDENTIFIED SPEAKER: Well, let me get two out of the way real quick.

MS. COPELAND: Okay.

UNIDENTIFIED SPEAKER: The first one, I guess, for DLLR, is there a waiver for the living wage for non-profit?

MS. COPELAND: For DLLR, a question for DLLR?

UNIDENTIFIED SPEAKER: Correct. I mean --

MS. COPELAND: We don't --

UNIDENTIFIED SPEAKER: -- when you spoke about the living -- the person that was in -- spoke of --

MS. COPELAND: DHR.

MS. MCGILL: Yes, there is a waiver.

UNIDENTIFIED SPEAKER: For non-profits?

MS. MCGILL: For non-profits.

UNIDENTIFIED SPEAKER: Okay.

MS. MCGILL: And it’s a form that you would fill out and send it with your proposal. I believe it’s attachment G1.

UNIDENTIFIED SPEAKER: Okay. All right. Second question, with the -- and this is not in the RFP so it may be added, I don’t know, but with the change in child care from DHR to MSD, how would a person help the participant go about getting verification that they’re eligible for vouchers or purchase of care? I know now they go to -- you know, they go to a provider or a vendor and the vendor verifies -- I don’t know how the process works. But anyway, the process has changed, has it not?

MS. COPELAND: Yes, the process has changed. Can you restate your question? Is it how do they get the voucher?

UNIDENTIFIED SPEAKER: Yes, how do they let their provider know that they’re eligible for vouchers?

MS. COPELAND: Right. The customer will not arrive to your program until they have a confirmed, in the hand daycare voucher to provide for services while they're seeking work.

UNIDENTIFIED SPEAKER: Okay.

MS. COPELAND: But just to clarify, the process has now been reduced to an electronic remote process. Customers are able to apply for online, apply for the daycare subsidy and the vouchers online. They submit their paperwork via self-addressed stamped envelopes or they fax, scan them in. They have a customer service hotline that responds to their questions and concerns for providers and for the recipients of the vouchers. They mail the voucher directly to the TCA customer. TCA customers are elevated in priority.

If they come into our centers, complete the application with us and submit all of the paperwork, MSDE and Xerox, the vendor, has committed to a 48-hour turnaround and they should be able to receive their voucher in hand within three days to take it to their provider. But they have ten days from the time that they come in our office to resolve the daycare concern prior to getting a scheduled appointment to show up to your sites. So we've taken a lot of effort in trying to mitigate or reduce the impact to our providers and to our customers.

MR. FALCONE: John Falcone, America Works. Hi.

MS. COPELAND: Hi.

MR. FALCONE: So I was (indiscernible) Ms. Tatum's presentation regarding how you've incentivized for employment in such a cool way so that it's a higher percentage for the employment than, I think, ever before, right?

MS. COPELAND: Was that a compliment? I'll take it.

MR. FALCONE: It's a compliment.

MS. COPELAND: Thank you.

MR. FALCONE: But there's also something that I was thinking about while you were talking about that. Focusing on Payment Point 1, if a contract proposes maximum payment which would be six at 250. If my math is right, I don't have a calculator, that's 1,500. So assuming that that client -- and I know you sort of didn't go for all six for every person, excuse me, right? If a client then gets placed in the first two months that's $1,000 being left on the table and I'm wondering --

MS. COPELAND: Or a customer placed in a job.

MR. FALCONE: Right. But at that point I'm wondering if BCDSS has ever considered perhaps incentivizing the early placement because, like you said, a customer being placed in a job is a really wonderful thing all around for all parties. So given that there's $1,000 left on the table at that point, a $500 bonus or a $250 bonus that's perhaps tied to payment point 4 in the same way that payment point 5 is could perhaps help to incentivize not keeping someone around when they --

MS. COPELAND: Right.

MR. FALCONE: I mean, you're referring us people who are employment ready and, as you explained, that could refer to a lot of different things, but --

MS. COPELAND: No, no, no. We're not -- I just want to be clear, we’re not referring people who are employment ready.

MR. FALCONE: Right. But --

MS. COPELAND: We are referring people who are work eligible.

MR. FALCONE: Work eligible. Right.

MS. COPELAND: Right. Got it.

MR. FALCONE: And so I’m saying on the spectrum of work eligible to employment ready --

MS. COPELAND: Yes.

MR. FALCONE: -- it might make sense to consider incentivizing those who are, let’s say, employment ready.

MS. COPELAND: Right. I agree. What’s your name again?

MR. FALCONE: John Falcone, America Works.

MS. COPELAND: John, where were you when we were putting together this RFP a year-and-a-half ago?

MR. FALCONE: Really sorry.

MS. COPELAND: That’s a very good point. That’s a very good point and I think that’s a -- you gave us a compliment and a critique so we take them both. Unfortunately, this --

MR. FALCONE: Because the Excel spreadsheet was put together so beautifully and anything to consider about that would mean reformulating, but --

MS. COPELAND: Yeah. No, no. So I know -- and to be, you know, for full disclosure, I came from a vendor. I know what it means to leave money on the table. Vendors say money on the table, government says cost savings. So I think that we get it, we understand and so that's why we wanted to implement the opportunity to bill for a placement that wasn't there before. Unfortunately, we can't change the Payout Points at this juncture. Did I mention it took us a year-and-a-half just to get to this point? And it was a lot of review both legal and procurement, but in the next iteration I'll be certain to take that into consideration. Thank you.

There was another question.

MR. MADDER: Mark Madder from America Works.

MS. COPELAND: Sure.

MR. MADDER: I can keep my voice up.
MS. COPELAND: Well, we want to make sure that our court reporter --
MR. MADDER: Okay.
MS. COPELAND: -- can hear it so that's why we're giving you the microphone. Sorry.
MR. MADDER: Okay.
MS. COPELAND: And we have someone on the telephone as well.
MR. MADDER: Okay. So you mentioned about the 3,000 annual that are work eligible.
MS. COPELAND: On average.
MR. MADDER: On average. So how does that equate to only having 3,000 for a 24-month period that are going to be given out to the four to six vendors?
MS. COPELAND: How are those 3,000 divided by four vendors?
MR. MADDER: No, you said that 3,000 is annual. I assume --
MS. COPELAND: No, no, no. It's 5,000 on average annually who are work eligible. They're not

the same 5,000.

MR. MADDER: Right.

MS. COPELAND: Right. But on average we have about 5,000 people who can be categorized as work eligible. Of that 5,000, about 2,000 are already assigned to another vendor who isn't a part of this --

MR. MADDER: Okay.

MS. COPELAND: Yeah. So isn't a part of the pay for performance.

MR. MADDER: Right. But you're saying annual but there's a 24-month contract period.

MS. COPELAND: Correct. Correct.

MR. MADDER: So if it's not the same 3,000, it seems like you're capping at 750 for each one. What are you going to do with the rest of them? So say of the 3,000, 1500 are in there for the two years.

MS. COPELAND: Right. They go to the other vendor. So if you bid 1,000 customers, it would be 500 a year. You would get your 1,000 over the 24-month period.

MR. MADDER: I understand that, but you're saying 3,000 over a 24-month period. You said there's 3,000 annually. So of the three -- let me finish -- of the 3,000 say 1500 stay in the program, we have a new 1500. So you've really got 4500 over the two-year period, but only have slots, let's just say, for 3,000. That's where I'm trying to understand the cap. And the other part of it is -- I mean, Molly brought up a great point in her introduction about healing Baltimore and we want to help heal Baltimore and we have been doing that for a long time. Why would you cap it if you can heal more people? Thank you.

MS. COPELAND: That's a very good question. I can only reiterate our cap. It's twofold. One, because of availability of work eligible customers. Two, because we have an existing vendor that takes 2,000 every year. And three, our focus is for vendors to provide intensive services that's targeted for customer's needs and abilities so that we can get them employed. And our trends show that this 5,000 is pretty consistent and based on the availability of funds and the existing vendors, we're going to cap it at 3,000. Period.

UNIDENTIFIED SPEAKER: I also just want to point out that it's 3,000 TCA customers or until the funds are exhausted.

MR. MADDER: Right.

UNIDENTIFIED SPEAKER: Okay.

MR. MADDER: All right.

MS. COPELAND: Can we toggle between you and Marsha?

MS. NETUS: Saving the last --

MS. COPELAND: Okay.

MS. NETUS: -- two questions.

MS. COPELAND: Thank you, Ola.

MS. NATHAN: Hi again. Two questions.

MS. BEADS: Can you state your name please?

MS. NATHAN: Jessica Nathan, ResCare Workforce Services. Is there an opportunity to use electronic case records for the program for the customers? And another question, which is more curiosity, but not necessarily (indiscernible) point. It's around guidance for actual geographical location of the program sites.

I was wondering if there’s sort of little guidance in the RFP and just curious to see how that sort of out and about dicing our work? Where should we be looking at and what are the sort of surround having all these providers being some covering sort of all the key areas within Baltimore City? So any guidance that can be provided would be helpful. Thank you.

MS. TURNER: Sure. So when it comes to electronic records, first of all, we have a software system called WORKS, and that’s what all contractors are required to use to record information about individual customers. That is a system we rely on to track all of the data about our customers, their participation in work, and so forth.

At our centers, as customers submit various documents for eligibility, they can submit them in any -- many different forms. So you can scan and email, you can come in in person. And if there are forms or verifications that your company will require in order to conduct your business, we certainly want you to provide options for your customers, but we think paperless and electronic is a good business practice, and we're really trying to push that here as much as possible. So I hope that addresses your question.

And as to the location of your offices, it's a bit of a -- there are a number of variables, of course, that you might want to take into consideration. One might be where are customers located. And for that, you can look at census information to see there are certain areas of Baltimore where poverty is more highly concentrated, you could consider that as a guide. Certainly not a requirement, but you could consider it as a guide.

You may also want to look at where other work programs are in Baltimore City. That's sort of the one wild card because we don't know who all will be awarded and where they'll be located. And then you may also consider where employers. So if you have partnerships with three employers in the city and they have the capacity to take on job-ready clients, you know, hire folks on, you might want to consider that as well.

So you might come up with a dozen variables yourself if you don’t already have a location. Those are just a few to consider.

MS. COPELAND: There’s one more question.

MS. NETUS: Just for clarifying -- just for clarifying employees. If a person is placed, let’s say, from the referral period to the first week of entering or enrolling to that program, the rest of those Pay Point 1s are now eliminated, you can no longer use them?

MS. COPELAND: That’s correct.

MS. NETUS: So it’s not advantageous to you, or the vendor, to be able to place immediately if you want to be able to get the support -- the clients’ funding; is that correct?

MS. COPELAND: It’s not advantageous. I think that’s a value judgment on what’s more advantageous for the customer, city at large, the vendor. I’m certainly not in a position to make that call. From our perspective, if you are able to provide services and expedite the placements, that is in alignment with our goal to heal Baltimore and we believe it's done through rapid employment and supportive services that would follow that.

MS. TATUM: And the other thing I would say is that, I think in the past, perhaps, there was an expectation that it would take six months for everybody, right? And in this particular contract, we're saying that you can bid for a minimum of one month to a maximum of six months. And based on your company's prior experience, you could say we plan to bid for three months for every customer and that's what we will move forward to do and we will bid for the maximum for the other Payout Points because we know that that's where our strength is.

And so in that particular scenario if you plan to place everyone within three months, you would not actually be leaving money on the table in that particular scenario.

MS. NETUS: My other question to that is, Baltimore City in particular is going through an economic drop, one that has been publicized. Tell me, can you please explain the last payout, that's the 16 weeks, and the 25 percent increase if that person needs that, it's some form of increase, can you explain that a little bit more? The reason I ask is that you have employers that are still struggling in the Baltimore Metro area to keep afloat, so you might -- to ask an employer to increase somebody by 25 percent in a four month period just seems a little, you know, difficult to unreal.

MS. COPELAND: I think that you're -- I think you're right. That would be, one, inappropriate for us to ask, but that's not our ask, that's not the expectation. The expectation is that the onset of employment services that the types of jobs or careers that you're looking for your customers will be at the entry level of 25 percent higher than minimum wage. Ten dollars an hour. Ten-fifty an hour.

We want you to focus on more than minimum wage. And also we understand that this is a difficult and hard-to-serve population. We are -- we're getting a little stuck, in my opinion, on the ability to keep a customer and to bill for six months. It may take, with unemployment trends and rates, it may take longer than six months for our customers to become employed. We understand that.

We are setting the tone for our interests in employment and moving them beyond volunteerism and moving them beyond the minimum wage jobs. So we're not asking for you to ask a vendor -- I mean, an employer to pay more, we're asking for our vendors to look for the type of jobs and careers that pay more at the entry level.

MS. TATUM: The other thing I would mention just to reinforce that point, I think we all know when you look at economic data across the country, that education is typically correlated to higher earnings. And so you might also say we plan to take six months with every single customer. And during that six-month period, we have a very rigorous education program or a training program, maybe there's some customers who don't yet have a GRE, and -- or not -- yeah, I'm having some like traumatic flashbacks. Yeah, GED or any --

any number of other credentials that will be important. Because the goal -- yes, the goal is work, absolutely. And I think we've made that really clear. But the goal is also independence. And if, over the course of that six-month period, you can prepare someone to move into a job and then never return to public assistance, you know, I think that's a job well done. And, you know, if you think about how long your education has taken.

So there are just various choices. I think that's why we wanted to provide that flexibility. You have various choices in how long you think it's going to take to prepare someone for a good job.

MS. COPELAND: And I'd like -- a footnote to -- I'd like to add a footnote to Elizabeth's point. There are limitations to the amount of times that our customer can be in an educational program and still count it towards their core in allowable activities. Some of our customers are going to walk into your program having already exercised 4 or 5 months towards this 12-month lifetime limitation for education.

A second point that I'd like to convey is that we are not asking for any of our vendors to act charitably. We want you to act intentionally in the best interests of your model and in the best interest of the customers that we're referring to you. Period.

Are there any other questions? We have about ten more minutes left on the Q&A time, but we will stay here as long as we need to to answer all of our vendors' and potential employers' questions. Anyone else?

Ola, do you have a question?

MR. LAWAL: No.

MS. COPELAND: Okay. All right.

MS. NETUS: I do have another question. Was there a reduction in funding for your agency overall to service this population?

MS. COPELAND: Statewide, every agency received a reduction in State funds, and our funding is duly allocated from State and Federal funds. So we have a hybrid funding source.

Could you state your name and your company for the record? Thank you.

MS. BARNETT: So I'm Sharnice from the Greater Baltimore Urban League. And my question is more towards the -- to get clarification about the retention piece that you guys are looking for. So there's more emphasis on retention and job placement -- job placement and retention. Is that -- does that include, like, the soft skill? Like, is the soft skill development considered a form of retention or is it just, like, completely separate from that? And by that I mean, because as a part of our workforce supplement program, we do the soft skill development but within that model is my job is to get you a job and make sure that once you get the job you keep the job.

MS. COPELAND: Right.

MS. BARNETT: And with that, I do the soft skill development and it includes a little on-the-job training.

MS. COPELAND: Yeah. So it sounds like you have a hybrid approach to it. Traditionally, the soft skills, or the essential skills, training is normally done at the beginning of an employment services program, then placement occurs, and then continuous engagement, case management, barrier remediation, balancing home and work. That type of services is provided during the retention case management period.

Many vendors use multiple approaches. There's a place then train model, where you place them immediately in a job and you give them all of those skills while their on the job. And it's applicable to that specific customer. Others have a train then place model, which is self-explanatory. It's really based on the vendors model, and we don't have a preference for either -- any of the models. Period.

UNIDENTIFIED SPEAKER: I have a clarifying point. For Pay Point 1, if a person is in a pending or in a sanctioned mode, are they permitable to be on that invoice -- are you permitted to invoice them?

MS. COPELAND: That's a very technical question. Let's -- if they're in a sanction mode, they have -- they are pending and they are referred, yes, they will be countable. Are they billable. Yes, yes, they're both. They're countable and billable.

UNIDENTIFIED SPEAKER: They're not countable now, so that's why I'm asking.

MS. COPELAND: Right. Moving forward we --

UNIDENTIFIED SPEAKER: (Indiscernible).

MS. COPELAND: -- they will countable and billable. Are you saying no?

MR. LAWAL: They're currently billable, they're not countable.

UNIDENTIFIED SPEAKER: They're not countable, right?

MS. COPELAND: No, so we -- let me take that question and strike that from the record our answers. Let's review exactly what our policy is in the RFP, and provide that answer in writing.

That's it? Any -- for the good of the order, final questions, compliments, or critiques?

Thank you all for coming out today. If you have additional questions, please submit that in writing to Katrina Beads, and she's going to close us out.

MS. BEADS: One final reminder. Just wanted to note, to please have your proposals submitted by October -- I'm sorry, Monday, October 26, 2015, by 2:00 p.m. local time, to the address indicated in Section 1.5 of the RFP. Any late submissions will not be accepted.

At the conclusion of the conference, if you have not done so already, please sign the sign-in sheet so we have a record of your attendance.

And at this time Elijah will do the closing remarks.

MR. HOPPER: So again we just want to thank everyone for coming out today. As Katrina mentioned, please make sure your submittals are on time, that is 2:00 p.m., so that's 1:59. All submissions submitted after 2:00 will not be accepted.

When you are bringing your proposals in, please make sure you have your ID. And we encourage, once again, that if you cannot obtain all of the RFP requirements by yourself that you network and that you build partnerships with people in this room.

And so there are, I believe, five to six MBEs in the room. So, again, after we conclude, please take the time to introduce yourself to everyone. All right.

MS. BEADS: Thank you.

MR. HOPPER: Thank you.

MS. BEADS: Thanks for coming out.

(Whereupon, the conference was adjourned.)

CERTIFICATE OF NOTARY

I, CHRIS HOFER, the officer before whom the foregoing testimony was taken, do hereby certify that the witness whose testimony appears in the foregoing transcript was duly sworn by me; that the testimony of said witness was taken by me by stenomask means and thereafter reduced to typewriting by me or under my direction; that said testimony is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this testimony is taken; and, further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.

This certification is expressly withdrawn and denied upon the disassembly or photocopying of the foregoing transcript of the proceedings or any part thereof, including exhibits, unless said disassembly or photocopying is done by the undersigned court reporter and/or under the auspices of Hunt Reporting Company, and the signature and original seal is attached thereto.

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CHRIS HOFER
Notary Public in and for
the State of Maryland

My Commission Expires:

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