



Maryland's Human Services Agency



**STATE OF MARYLAND**  
Calvert County Department of Social Services  
200 Duke Street  
Prince Frederick, Maryland 20678

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**Legal Services for Calvert County Department of Social Services**

**DHR AGENCY CONTROL NUMBER: CALDSS/SSA/12-006-S**

***IMPORTANT NOTICE: Prospective Offerors who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this RFP can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.***

***In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace (eMM). eMM registration is free of charge. The eMM website is [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).***

**The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.**

***NOTICE TO OFFERORS: Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.***

Issued: **August 8, 2011**

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## **KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request for Proposals**

### **Legal Services for Calvert County Department of Social Services**

**ADPICS NUMBER: N00R0402011**

**RFP Issue Date:** eMaryland Marketplace – (*issue date*)  
DHR Webpage – (*issue date*)

**RFP Issuing Office:** Calvert County Department of Social Services

**Procurement Officer:** Rebecca Gray  
Phone: (443) 550-6993  
Fax: (410) 286-7429  
eMail: [bgray2@dhr.state.md.us](mailto:bgray2@dhr.state.md.us)

**Proposals are to be sent to:** Calvert County Department of Social Services  
200 Duke Street  
Prince Frederick, MD 20678

**Pre-Proposal Conference:** Monday August 22, 2011 at 10:00 AM  
Calvert County Department of Social Services  
200 Duke Street  
Prince Frederick, MD 20678

**Closing Date/Time:** Friday September 9, 2011 at 4:00 PM

STATE OF MARYLAND  
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, proposal or “no bid”, as the case may be. Thank you for your assistance.

Proposal Number: CALDS/SSA/10-006-S, entitled Legal Services For Calvert County Department of Social Services

I. If you are not bidding, please indicate why:

- Other commitments preclude our participation at this time.
- The subject of the Contract is not in our business line.
- We lack experience in the work / commodities required.
- The scope of work is beyond our current capacity.
- We cannot be competitive. (Please explain below.)
- The specifications are either unclear or too restrictive. (Please explain below.)
- Bid / proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- Time for completion is insufficient.
- Bonding/Insurance requirements are prohibitive. (Please explain below.)
- Doing business with Government is simply too complicated.
- Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain in Remarks section.)
- Other:

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II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS: \_\_\_\_\_

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OPTIONAL

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address or email: \_\_\_\_\_

**THANK YOU!!!**

## SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

### 1.1 Summary Statement

The Department of Human Resources, Calvert County Department of Social Services (CALDSS) intends to acquire the legal services of a practicing attorney, licensed in the State of Maryland, for the purpose of representing the CALDSS before the Calvert County Courts for matters of Child Welfare, Adult Protective Services, Adult Services, Foster Care, Child Care, and Services to Families with Children as required by the Maryland Annotated Code, Human Services Article §3-601 (**Attachment I**) and as outlined in Section III of this Request for Proposal (RFP). It is anticipated that a single contract will be awarded for a period of three years as the result of this RFP.

### 1.2 Issuing Office

The sole point of contact in the State for purposes of this RFP is the issuing office presented below:

Rebecca Gray, Assistant Director for Administration  
Calvert County Department of Social Services  
200 Duke Street  
Prince Frederick, MD 20678  
Phone: 443-550-6993  
Fax: 410-286-7429  
TTY: 443-550-6274  
E-Mail: [bgray2@dhr.state.md.us](mailto:bgray2@dhr.state.md.us)

### 1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **Monday August 22, 2011** beginning at **10:00 AM** at the Calvert County Department of Social Services, 200 Duke Street; Prince Frederick, Maryland 20678.

Attendance may facilitate the Offeror's understanding and ability to meet the State's requirements.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by August 18, 2011, all potential Offerors planning to attend call the Procurement Officer (ref. Section 1.2) or send an e-mail with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least 5 days notice of such need and DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a copy of the transcript of the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be made available to all prospective Offerors known to have received a copy of this RFP, free of charge, via *eMaryland Marketplace*, [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com) and the DHR web page, [www.dhr.state.md.us](http://www.dhr.state.md.us).

#### **1.4 Electronic Procurement Authorization**

- A. The following transactions are authorized to be conducted by electronic means on the terms described. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.
1. The Procurement Officer may conduct the procurement using e-Maryland Marketplace, e-mail or facsimile to issue:
    - a. the solicitation (e.g. the RFP or IFB) (e-Maryland Marketplace and DHR web page only);
    - b. any amendments;
    - c. pre-proposal conference documents;
    - d. questions and responses;
    - e. communications regarding the solicitation or proposal to any Offeror including requests for clarification, explanation, or removal of elements of an Offeror's Proposal deemed not acceptable;
    - f. notices of award selection or non-selection; and
    - g. the Procurement Officer’s decision on any protest or Contract claim.
  2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
    - a. ask questions regarding the solicitation;
    - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
    - c. request a debriefing; or,
    - d. submit a "No Bid" response to the solicitation.



3. The Procurement Officer, the State Project Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section B of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or State Project Manager.
- B. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. submission of initial bids or proposals;
  2. filing of protests;
  3. filing of Contract claims;
  4. submission of documents determined by DHR to require original signatures e.g. Contract execution, Contract modifications, etc); or
  5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.
- C. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person(s) as provided in the RFP, IFB, the Contract, or at the direction from the Procurement Officer or State Project Manager.

## **1.5 Questions and Inquiries**

Written questions from prospective Offerors will be accepted by the Procurement Officer (ref. Section 1.2) prior to the Pre-Proposal Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Proposal Conference. No substantive question will be answered prior to the Pre-Proposal Conference. Additionally questions, both written and oral, will be accepted from the prospective Offerors at the Pre-Proposal Conference and will be answered at this conference or in a subsequent transmittal, which will be posted on the Department's website and *eMaryland Marketplace*.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the Proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor will be distributed to all prospective Offerors who are known to have received a copy of the RFP.

Subsequent to the Conference, additional pre-proposal questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer.

**Should a potential Offeror identify alleged ambiguities in the specifications or**

**Contract provisions included in the RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror must request clarification from the Procurement Officer prior to the Proposal due date. Failure to do so may prevent consideration of a future protest (see COMAR 21.10.02.03).**

#### **1.6 Closing Date**

An original, to be so identified, and **six (6) copies** of the Technical Proposal and Financial Proposal (See Section IV) must be received by the Procurement Officer (ref. Section 1.2) by **4:00 PM, Friday September 9, 2011** in order to be considered. Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer (ref. Section 1.2). Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. **Oral, electronic mail or facsimile Proposals will not be accepted.**

#### **1.7 Non-Submittal of Proposals**

Offerors not responding to this solicitation are requested to complete and submit the Notice to Vendors/Contractors form that includes the company information and the reason for not responding (i.e. too busy, cannot meet mandatory requirements, etc). This form is located immediately after the Key Information Summary Sheet.

#### **1.8 Duration of Proposal Offer**

The content of this RFP and the Proposal of the successful Offeror(s) will be included by reference in any resulting Contract. All prices, terms and conditions in the Proposal shall remain fixed and valid for 120 days after the closing date for receipt of Proposals or the closing date for receipt of Best and Final Offers. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

#### **1.9 State Project Manager**

The State Project Manager for this Contract is:

Amye Scrivener, Interim Director  
Calvert County Department of Social Services  
200 Duke Street  
Prince Frederick, MD 20678  
Phone: 443-550-6967  
Fax: 443-550-6855  
TTY: 443-550-6274  
E-Mail: [Ascrivener@dhr.state.md.us](mailto:Ascrivener@dhr.state.md.us)

After Contract award, this person will serve as the primary point of contact for the Contractor in regards to the Contract resulting from this RFP. However, for certain contract related actions the Procurement Officer may communicate with the Contractor.

## **1.10 Glossary of Terms**

### **Adult Protective Services**

A social services program to assist vulnerable adults who are unable to provide for their basic living needs or access necessary professional services, or protect their own interests and are subject to abuse, neglect, exploitation, or self-neglect. Service provision is normally limited to six (6) months in which time risk is reduced. Adult Protective Services makes every effort to stabilize the vulnerable adult in the adult's own home within the community through community support services that reduce risk factors.

### **Board of Public Works (BPW or Board)**

Consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is \$200,000.00 or greater.

### **Calvert County Department of Social Services (CALDSS or Agency)**

The local entity responsible for administering the social service and public assistance activities within Calvert County, pursuant to Human Services Article, Title 3, Subtitle 2 of the Annotated Code of Maryland.

### **Case Worker/Social Worker**

The local Department of Social Services' agency case manager or social worker assigned to a client of the Agency. The Case Worker is responsible for the development and implementation of a case plan to meet the client's permanency goal.

### **Child in Need of Assistance (CINA)**

A child who requires court intervention because the child has been abused or neglected and the child's parent or parents, guardian, or custodian are unable or unwilling to give proper care and attention to the child and the child's needs.

### **Child Protective Services**

The purpose of Child Protective Services (CPS) is to stop and prevent child abuse and neglect through the investigation of child abuse and neglect; and initiation of protection and other services for children who are believed to have been abused or neglected; parents or other adults having permanent or temporary care, custody, or responsibility for supervision of abused or neglected children; and household or family members of abused or neglected children.

### **Code of Maryland Regulations (COMAR)**

Codification of regulations that implement State law; is published by the Maryland Secretary of State, Division of State Documents. COMAR can be accessed on-line at: <http://www.dsd.state.md.us/comar/>

**Contractor**

The company or organization awarded a Contract resulting from this Request for Proposals.

**Department of Budget and Management (DBM)**

DBM's major responsibilities concern the budget of Maryland state government. DBM ensures that current fiscal needs are met, strives for efficiency in State government and, through evaluation and study of economic conditions, makes plans to meet future needs. DBM serves as the State's central personnel agency, and is the principal procurement agency over DHR.

**Department of Human Resources (DHR or Department)**

The Department of Human Resources is Maryland's fourth largest state agency and serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. DHR directs State programs for homeless persons, migrant workers, victims of crime and women who are displaced, battered or assaulted, and administers federally funded programs such as Child Support, Family Investment, Food Supplement Program, and Medical Assistance.

**Fully Loaded Firm Fixed-Price Contract**

A fixed price contract that provides a price that is not subject to adjustment because of variations in the contractor's cost. The Fully Loaded Firm Fixed Price shall include all general, administrative, and indirect costs necessary to provide all services as described in the RFP. No price adjustments will be allowed during the term of this Contract.

**In-Home Family Services**

The purpose of In-Home Family Services is to promote the safety and well-being of children and their families, preserve family unity where children's safety can be supported, maintain permanency for children, and empower families to achieve or sustain independence and self-sufficiency.

**Local Director**

The head of the Calvert County Department of Social Services.

**Out-of-Home Placement**

The placement of a child into foster care, kinship care, group care, or residential treatment care.

**Project Home**

An Adult Services dedicated program where a private home can provide 24-hour assistance to certain citizens.

**Proposal**

The response by an Offeror to a RFP issued by a procurement agency to obtain goods or labor. "Proposal" includes the Technical and Financial Proposals.

**Request for Proposals (RFP)**

The within solicitation, whether attached or incorporated by reference, used for soliciting proposals from Offerors for Legal Services pursuant to State procurement statutes and regulations (COMAR 21.05.03).

**State Fiscal Year**

July 1 of one year to June 30 of the next year

**Termination of Parental Rights (TPR)**

A proceeding to terminate parental rights.

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## SECTION II. GENERAL INFORMATION

### 2.1 **Purpose**

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

### 2.2 **Revisions to the RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required from all Offerors receiving the RFP in the Transmittal Letter accompanying the Proposal. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

### 2.3 **Cancellation of the RFP**

The State may cancel this RFP, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State's best interest. If the RFP is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP.

### 2.4 **Acceptance of Proposal and Terms and Conditions**

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this RFP, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its Proposal as an attachment to the transmittal letter as required in Section 4.1. A Proposal that takes exception to these terms may be rejected.

### 2.5 **Additional Information**

Offerors who submit Proposals may be required to provide additional information orally or in writing or to submit to a site inspection by State representatives in order to clarify or document their Proposals.

### 2.6 **Incurred Expenses**

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal in response to this RFP, including making an oral presentation, holding discussions, making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

## **2.7 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's Proposal for meeting the requirements of this RFP.

## **2.8 Alternate Proposals**

An Offeror shall not submit an alternate Proposal in response to this RFP.

## **2.9 Multiple Proposals**

An Offeror shall not submit more than one Proposal in response to this RFP.

## **2.10 State Supplied Services and Facilities**

CALDSS will make available to the Contractor appropriate space within the Agency for providing coordination with staff. Appropriate space includes the conference or board rooms. Social work staff will be responsible for securing the meeting space upon 3 business days notice by the Contractor. Staff is not available on State of Maryland holidays (**Attachment J**), service reduction days, or any other days when State agencies are closed as directed by the Governor. In addition, CALDSS shall be responsible for costs associated with legal representation, including but not limited to court fees, witness fees, transcripts, and courier fees.

## **2.11 Working Hours and Location**

The Contractor shall be available by telephone, fax, or e-mail during normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, except State of Maryland holidays (**Attachment J**), or other State closings as noted in Section 2.10 above. When deemed to be an emergent situation requiring legal expertise, the Contractor may be contacted by telephone during non-business hours.

The Contractor will perform the required legal services at several locations: Contractor's business office, Courthouse where case may be heard, or the Calvert County DSS office (see Section 1.2). The Contractor must be able to physically appear in Prince Frederick, Maryland, within one hour in an emergent situation. If necessary, the Contractor may participate in service-related trainings at other undetermined sites as approved by the State Project Manager.

## 2.12 Contract Term

The term of the Contract shall be for a period of three (3) years and shall commence on November 1, 2011 and shall expire on October 31, 2014. However, if the term does not start on November 1, 2010, the contract will last for three (3) years from the day after the date the Contract is approved by the Board of Public Works.

## 2.13 Multi-Year Contract

- A. This is a multi-year contract. The required services as provided for in Section III shall be provided for the entire Contract period.
- B. A fully-loaded firm fixed-price shall be given for the service and the fully-loaded firm fixed-price shall be in accordance with the Pricing Proposal (**Attachment A**). The fully loaded firm fixed-price shall consist of all general, administrative and indirect costs associated with providing legal services as stated in the Offeror's Proposal. Offerors shall submit a price for the entire time of performance on the Pricing Proposal (**Attachment A**). No price adjustments will be allowed during the entire Contract term.
- C. The multi-year Contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first. Funding for any Contract resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.
- D. The State's Project Manager shall notify the Contractor in a timely manner if the funds are not available for the continuation of the Contract for each succeeding fiscal period.

## 2.14 Bid/Proposal Affidavit

The **Bid/Proposal Affidavit (Attachment B)** must be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

## 2.15 Corporate Registration

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation which represents other corporations as a resident agent.



Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Offeror be completely registered prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

## **2.16 Compliance with Law**

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the Contract. By submitting a Proposal in response to the RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract.

## **2.17 Contract Affidavit**

The **Contract Affidavit (Attachment C)** must be completed and submitted by the selected Offeror when notified of recommendation of award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit.

## **2.18 Public Information Act Notice**

Offerors should give specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information must be divulged to the party. A blanket statement declaring the entire Proposal confidential is not acceptable.

## **2.19 Contractor's Responsibilities**

The selected Offeror shall be responsible for rendering services within the category for which they have been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not

limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

## **2.20 Document Ownership**

In the event of Contract award, all data and documentation produced as part of the Contract will become the exclusive property of the Department of Human Resources, State of Maryland and may not be removed by an employee of the Contractor or subcontractor(s) or used, sold, reproduced or duplicated in any way for any purpose by the Contractor or subcontractor(s) without the written permission of the Department. Technical Proposals received from Offerors in response to this RFP and the corresponding financial Proposals from qualified Offerors will become the property of the Department of Human Resources, State of Maryland, and will not be returned to the Offeror.

## **2.21 General Contractual Conditions**

Any Contract resulting from this RFP shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the **Services Contract (Attachment D)** and **Contract Affidavit (Attachment C)**.

Prior to Award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor.

## **2.22 Procurement Method**

This procurement is being conducted in accordance with COMAR Title 21.05.03, Procurement by Competitive Sealed Proposals.

## **2.23 Contract Type**

The Contract that results from this RFP shall be a firm fixed price Contract in accordance with COMAR 21.06.03.02.B (2). No price adjustments will be allowed during the term of this Contract.

## **2.24 Payment Terms/Billing**

The successful Offeror shall bill the Department monthly, by the 15<sup>th</sup> calendar day of each month following the report month using the attached Monthly Invoice (**Attachment K**). Payment shall be made based on 1/12 of each annual contract amount. Payment will be made based upon receipt and approval of all deliverables by the State Project Manager (see Section 3.5).

The Department reserves the right to withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. The Contractor will receive withheld funds upon satisfactory submission of all required materials.

Invoices must be addressed to:

Calvert County Department of Social Services  
Attn: Amye Scrivener, Assistant Director for Services  
200 Duke Street  
Prince Frederick, MD 20678

All invoices must (at a minimum) be signed in blue ink and dated in addition to including the vendor's mailing address, the vendor's Social Security number or Federal Tax ID number, the State's assigned contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

#### **2.25 Electronic Funds Transfer (EFT)**

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption. The selected Offeror shall register using the attached form **COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (Attachment E)** upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller's Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

#### **2.26 Contract Award**

Award of a Contract, if any, generally will be made within 120 days after the closing date for submission of Proposals or the closing date for receipt of Best and Final Offers; and will be subject to appropriate State approvals. The Contract shall be awarded to the qualified Offeror whose Proposal is determined to be most advantageous to the State based on the results of the technical and financial evaluations.

#### **2.27 e-Maryland Marketplace (eMM) Registration**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website ([www.dhr.state.md.us](http://www.dhr.state.md.us)) for

transmitting the RFP and associated materials, the summary of the Pre-Proposal Conference, Offeror's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

**In order to receive a Contract award, a vendor must be registered on *eMaryland Marketplace*.** Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts. As a registered vendor to *eMaryland Marketplace*, you will be privileged to many benefits including:

- *Online Goods and Services Profile:*

You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.

- *Instant Notification of Opportunities:*

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and Maryland local government buying organizations in your area of interest.

- *Solicitations Online:*

You can review and respond to State and in some cases Maryland local government issued solicitations via the Internet without leaving your desk.

**Note: *eMaryland Marketplace* registration is active for one year and must be active at the time of Contract award. *eMaryland Marketplace* registration should be maintained thereafter in order to receive notice of future bid opportunities.**

## **2.28 Protests**

An Offeror may protest the proposed award or the award of a Contract for this procurement. Any protest must be filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

## **2.29 Minority Business Enterprises**

Although no Minority Business Enterprise subcontracting goal has been established for this procurement, Minority Business Enterprises are encouraged to respond to this solicitation.

## **2.30 Late Payment of Subcontractors – Prompt Payment Policy**

- A. If a Contractor withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:
1. Not process further payments to the Contractor until payment to the subcontractor is verified,
  2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work,
  3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,
  4. Place a payment for an undisputed amount in an interest-bearing escrow account, or
  5. Take other or further actions as appropriate to resolve the withheld payment.
- B. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Contract under which the amount is withheld.
- C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR, concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:
1. Affect the rights of the contracting parties under any other provision of law;
  2. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
  3. Result in liability against or prejudice the rights of DHR.
- D. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- E. To ensure compliance with certified MBE subcontractor participation goals (if applicable), DHR may, consistent with COMAR 21.11.03.13, take the following measures:

1. Verify that the certified MBEs listed in the MBE Participation Schedule actually are performing work and receiving compensation as set for in the MBE Participation Schedule.
2. This verification may include, as appropriate:
  - a. Inspecting any relevant records of the Contractor
  - b. Inspecting the jobsite; and
  - c. Interviewing subcontractors and workers.
  - d. Verification shall include a review of:
    - 1) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
    - 2) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
3. If DHR determines that a Contractor is in noncompliance with certified MBE participation goals, then DHR will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.
  - a. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
4. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:
  - a. Terminate the Contract;
  - b. Refer the matter to the Office of the Attorney General for appropriate action; or
  - c. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.
5. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### **2.31 Insurance Requirements**

Workers' Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as any other applicable statute.

The State of Maryland must be named as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage must be provided within ten (10) business days of recommendations for award.

The following type of insurance and minimum amount of coverage is required: A minimum of one million (\$1,000,000) dollars of professional malpractice insurance is required.

Upon execution of a Contract with the State, current certificates of insurance will be provided to the State and thereafter from time to time, as directed by the State.

The State shall receive written notification of non-renewal and/or cancellation from the issuer of the insurance policies at least 45 days before the expiration of said policies. Notice shall be sent to the State Project Manager. In the event the State receives a notice of non-renewal and/or cancellation, the Contractor must provide the State Project Manager with an insurance policy from another carrier at least thirty days prior to the expiration of the non-renewed insurance policy. Failure to provide proof of insurance will result in the Contract being terminated for default.

### **2.32 Certification Regarding Lobbying**

Section 319 Of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in conjunction with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each Proposal must include a completed **Certification Regarding Lobbying (Attachment F)**.

### **2.33 Oral Presentations**

Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of the Proposal to the Evaluation Committee, possibly on short notice. All representations made by an Offeror during an oral presentation must be reduced to writing. All such written representations will become part of the Offeror's Proposal and are binding if the Contract is awarded. The time and location for this oral presentation will be scheduled by the Procurement Officer. The oral presentation will assist the Evaluation Committee with its ranking of the Technical Proposal.

### 2.34 Confidentiality

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required in §10-611 et. seq., State Government Article and Title 1, Subtitle 2, Human Services Article - Maryland Annotated Code and COMAR 07.01.07.

Nothing in this Contract shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Contract so long as that statistical data does not identify any recipient of such services.

### 2.35 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement Contract a person may not willfully;
  - (1) falsify, conceal, or suppress a material fact by any scheme or device;
  - (2) make a false or fraudulent statement or representation of a material fact; or
  - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
  
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

### 2.36 Living Wage Requirements

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. Additional information regarding the State's Living Wage requirement is contained in this solicitation. **(See Attachment G - Living Wage Requirements and Affidavit of Agreement). If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$12.28 per hour**, if State contract services valued at 50% or more of the total value of the contract are performed in the **Tier 1 Area**. If State contract services valued at 50% or more of the total value are performed in the **Tier 2 Area**, an Offeror



shall pay each covered employee at least **\$9.23 per hour**. The specific Living Wage rate is determined by whether a majority of services take place in a **Tier 1 Area or Tier 2 Area** of the State. The **Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore counties, and Baltimore City**. The **Tier 2 Area includes any county in the State not included in the Tier 1 Area**. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been determined to be a **Tier 2** contract.

**Additional Living Wage information pertaining to reporting obligations may be found by going to the Department of Labor, Licensing and Regulations' (DLLR) website – <http://www.dllr.state.md.us> and clicking on Living Wage.**

**Note: The Living Wage rates are subject to annual adjustments by DLLR.**

### **2.37 Hiring Agreement**

By submitting a bid or Proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) **Hiring Agreement (Attachment H)**. The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) business days following the receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

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## SECTION III. SPECIFICATIONS

### 3.1 Background

The Calvert County Department of Social Services (CALDSS), an agency of the State of Maryland, Department of Human Resources, is authorized by law to administer programs in the areas of adult and child protective services, foster care, income maintenance, and child support enforcement, among others, to citizens of Calvert County. In the administration of these programs, it is routinely necessary for the agency to employ the services of a practicing attorney to represent the agency before the Calvert County Courts in matters of Child Welfare and Adult Protective Services. In addition, the agency attorney consults with and advises staff in matters of Adult Services and Services to Families with Children.

During FY 2010, the attorney for CALDSS represented the Agency in approximately 362 proceedings broken down as follows:

- 38 adjudications,
- 15 Orders of Protective Supervisions and Motions for Protective Orders,
- 43 shelter hearings,
- 20 guardianships, and
- 15 mediations
- 3 adoptions
- 4 contested TPR
- 4 uncontested TPR
- 221 permanency planning and review hearings

Also in Fiscal Year 2010, CALDSS requested one (1) adult guardianship hearing. As the aged adult population in Calvert County continues to rise, the possibilities for adult guardianship will expand.

There is the potential to have shelter care hearings on a weekly basis. Foster care cases are heard two (2) days per month on a bi-weekly basis.

**Projected increases are only estimates and cannot be guaranteed and are provided for information and guidance only. The State is not liable for any increases in the actual cases during the Contract term. No price adjustments will be allowed during the term of the Contract.**

### 3.2 Objectives

The overall objective of the CALDSS Legal Services contract is to provide consistent legal representation to the Agency in the areas of Child Welfare Services and Services to

Families with Children, Adult Protective Services, Adult Services and general legal counsel work as outlined in this RFP.

### **3.3 Scope of the Project**

CALDSS is in need of legal services on an ongoing basis as required by the Maryland Annotated Code, Human Services Article § 3-601 (**Attachment I**). These legal services include representation in the following areas: Child Welfare Services, Child Protective Services, Foster Care, Adoptions, Services to Families with Children, Adult Services, and Adult Protective Services.

The Agency Attorney will be responsible for the storage of his/her records for all activity related with this Contract during the Contract period.

### **3.4 Requirements**

#### **3.4.1 Offeror Requirements**

Offerors shall:

1. Possess a current and valid license to practice law in the State of Maryland.
2. Be a member in good standing with the Maryland Court of Appeals.
3. Possess legal knowledge of administrative, child welfare, child disability, family, adult protective services, juvenile services or similar fields.
4. Possess at least three (3) years of recent (within the last 5 years) experience in legal representation in the child welfare, child disability, family law and/or related legal fields.

#### **3.4.2 Contract Requirements**

##### **General Requirements:**

The Contractor shall:

1. Provide adequate staff to support the requirements of this RFP and provide a thorough description of the duties and responsibilities of the support staff.
2. Provide a qualified conflict attorney willing to accept cases from the Contractor when conflicts of interest preclude involvement of the Contractor and/or when the Contractor is on vacation (the "Conflict Attorney"). The Conflict Attorney must meet all requirements of the

RFP. It will be the responsibility of the Contractor to determine conflicts, assign appropriate cases to the Conflict Attorney, and pay all professional fees involved.

3. Attend pre-hearing and post-hearing conferences.
4. Respond to all subpoenas received by CALDSS.
5. Advise the local Director or his/her Designee as to correct interpretations of the Annotated Code of Maryland, Code of Maryland Regulations, and Administrative Regulations and Rulings in regard to social services.
6. Attend seminars and other forms of in-service training when the subject matter impinges on legal issues that bear upon the Agency's scope, role, mission, function, or goals (i.e. Foster Care Improvement Project (Best Practices). Training Sessions are generally conducted in the Southern Maryland area and travel reimbursement would be in accordance with the State of Maryland travel reimbursement policy in effect at the time of the training. Reimbursement would cover mileage in excess of 50 miles each way.
7. Conduct in-service training for Agency staff as needed (not to exceed two times per year) to improve the quality of social work practice in judicial and quasi-judicial settings.
8. Provide to the CALDSS Project Manager (Section 1.9), a Monthly Activity Report that includes at minimum, the client's name, case number, caseworker's name and nature of the legal activity **(Attachment L)**.
9. Provide to the CALDSS Project Manager (Section 1.9) a monthly report documenting the use/activity of the Conflict Attorney during the month **(Attachment M)**. The report shall include an explanation for each dispute or conflict, actions taken by the Contractor to discontinue the representation, and the total number of dispute or conflict cases that occurred during the month.
10. Provide to the CALDSS Project Manager (Section 1.9) written documentation regarding any postponements **(Attachment N)**. The written documentation shall include the name of the case that was rescheduled, the reason for postponement and the next scheduled hearing date.
11. Provide to the CALDSS Project Manager an Invoice **(Attachment K)**

on a monthly basis.

**Requirements Relating to All Services:**

12. Represent the interests and recommendations of CALDSS staff in matters of Child Welfare, Child Protective Services, Foster Care, Adoptions, Services to Families with Children, Purchase of Child Care, Adult Services, and Adult Protective Services coming before the Courts for Calvert County.
13. File CALDSS cases in a timely manner, consistent with State and Federal laws, regulations and rules.
14. Participate with attorneys from the Office of the Maryland Attorney General when the Department is involved in an appeal (whether it is the plaintiff or defendant) to the Appellate Courts.
15. Consult with and prepare staff for court testimony required in case-related legal issues.
16. As a normal part of business, ensure that all court documents are processed and delivered to the Department in a timely manner to include interoffice mail pick-up and delivery of such court documents on a daily basis.
17. Prepare motions, petitions, orders, answers, and affidavits for CINA, TPR, Adult Guardianship, and other cases as required.
18. Provide general legal advice, technical assistance, and consultation to Child Welfare and Adult Services staff regarding legal issues.

**Requirements specific to Child Welfare Services, Child Protective Services, Foster Care, Adoptions, Services to Families with Children and Purchase of Child Care**

19. Represent CALDSS in all CINA petition hearings, including emergency shelter care hearings as scheduled, adjudication and disposition hearings.
20. Represent the Child Welfare Unit to include Child Protective Services, Foster Care, Adoptions, and Services to extended Families with Children, in all legal matters relating to child abuse and neglect before the Calvert County courts.
21. Represent CALDSS in all Foster Care review hearings; negotiate consent orders between attorneys involved for termination of legal

custody.

22. Represent the Agency in all guardianship hearings and proceedings and prepare petitions for guardianship cases, both contested and uncontested.
23. Meet with witnesses and appropriate Child Welfare staff sufficiently in advance of the court hearings on contested cases to review the petition and discuss legal strategies. Depending upon the complexity of the case, the meeting may need to be held as long as 48 hours prior to the court hearing.
24. Meet with Foster Care workers in advance of hearings to prepare for TPR hearings.
25. Intervene, when necessary, in custody disputes when the welfare of the child is at risk.

**Requirements Specific to Adult Services and Adult Protective Services**

26. Represent CALDSS' Director or his/her Designee in court with regard to authorization for forced entry, Emergency Adult Protective Services Orders, Temporary Guardianship of the Person for Medical Consent, Emergency Guardianship of the Person, and regular Guardianship of the Person.
27. Consult with Adult Protective Services staff regarding potential and active court cases. Prepare, develop, and file petitions with the Court in Adult Protective Services such as Emergency Protective Services and Guardianship of that Person. Docket cases after filing by the attorney. Review cases with Adult Protective Services staff and other witnesses involved sufficiently in advance of the hearing. Depending upon the complexity of the case, the meeting may need to be held as long as 48 hours prior to the court hearing.
28. Consult with the Supervisor and Adult Services workers upon request regarding legal questions such as liability, Project Home zoning issues, recovery of overpayments to providers, suits filed by clients or their relatives for termination of services or payments, or gaining access to clients' funds in order to secure a needed service.
29. Represent CALDSS in suits filed by clients or their relatives for termination of services or payments.
30. Prepare for and attend court hearings in matters of shelter care,

adjudication, disposition, contempt, and child and adult guardianship.

31. Represent CALDSS in all guardianship hearings, proceedings; prepare petitions for guardianship cases, both contested and non-contested.
32. Review cases with the Adult Protective Service Worker and other witnesses involved prior to the hearing for regular Guardianship of the Person.
33. Consult with the Adult Services supervisor and workers, upon request, regarding legal questions to include but not be limited to liability, adult foster care, and Project Home zoning issues.
34. Provide legal assistance to ensure clients' income and assets are used for their benefit.

### **3.5 Deliverables**

The following deliverables shall be submitted on a monthly basis to the Project Manager (see Section 1.9) by the dates indicated below:

1. **Monthly Invoice (Attachment K)** by the 15<sup>th</sup> calendar day of the month following the report month.
2. **Monthly Activity Report (Attachment L)** by the 15<sup>th</sup> calendar day of the month following the report month.
3. **Use of Conflict Attorney Report (Attachment M)** by the 15<sup>th</sup> calendar day of the month following the report month.
4. **Report of Postponements (Attachment N)** by the 15<sup>th</sup> calendar day of the month following the report month.
5. **Quarterly Report of Economic Benefits Attained (see Section 4.2.J)** – due by the 15<sup>th</sup> of the month following the end of the report quarter. The quarterly report shall be submitted until all proposed economic benefits are attained. The report shall include the Contractor's name, contract number, report quarter / year, and identify the economic benefits committed to this project as stated in the Contractor's Proposal for the report year and the economic benefits attained during the report quarter. The report shall be signed and dated by the Contractor's Project Manager.

**Failure to submit required reports/information within timeframes identified may result in termination of any Contract awarded through this RFP or reduction or withholding of Contract payment as identified in Section 2.24 of**

**this RFP. Final invoice payment is contingent upon receipt of all deliverables identified above.**

**3.6 Contractor's Project Manager**

The Contractor shall designate an individual to serve as the Contractor's Project Manager. If the Contractor is a law firm, the lead attorney identified in the Technical Proposal shall serve in this capacity; and shall be the point of contact for any and all issues arising from the award of the contract. The Contractor's Project Manager shall be available to discuss contract issues and to attend all required meetings. Meeting dates, times and location will be provided in advance.

**3.7 Post-Award Orientation Conference**

Within two weeks after Board of Public Works approval, the State's Project Manager (Ref. Section 1.9), the Contractor and/or the Contractor's Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions.

Also, at this conference, the State will provide the Contractor with the relevant case files that are being transferred from the incumbent attorney.

The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Offeror upon notice of apparent award.

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## SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

### 4.1 Two Volume Submission

The selection procedure for this procurement requires that the technical evaluation and ranking of the Proposals be completed before the Financial Proposals are distributed to the Evaluation Committee. Consequently, each Proposal shall be submitted as two separate enclosures as indicated in Sections 4.2 (Volume I – Technical Proposal) and 4.3 (Volume II – Financial Proposal).

An original, to be so identified and **six (6) copies** of both the Technical and Financial Proposal must be received by the Procurement Officer by **4:00 PM, Friday September 9, 2011** in order to be considered.

#### **The envelope of each Proposal must be labeled as follows:**

- NAME OF OFFEROR
- SEALED PROPOSAL – Calvert County Department of Social Services
- SOLICITATION TITLE: Legal Services for Calvert County Department of Social Services
- Agency Control Number: CALDSS/SSA/12-006-S
- PROPOSAL DUE DATE & TIME
- PROCUREMENT OFFICER: Althea Berry

### 4.2 Volume 1 - Technical

The Technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP except the price information and all pages shall be consecutively numbered. This volume shall contain the following sections:

#### **A. Transmittal Letter**

A Transmittal Letter prepared on the Offeror's business stationery shall accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, the Offeror's name, federal tax identification or social security number, eMaryland Marketplace registration number, and address. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the RFP that were received.

**An Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted as an attachment to the transmittal letter. A Proposal that takes exception to these**

terms may be rejected.

**B. Table of Contents**

All pages shall be numbered and Section headings provided for each subject listed below.

1. **Understanding the Problem (see C below)**
2. **Proposed Service (see D below for formatting)**
3. **Qualifications (see E below)**
4. **Key Personnel (see F below)**
5. **References (see G below)**
6. **Other State of Maryland Contracts (see H below)**
7. **Financial Responsibility & Stability (see I below)**
8. **Economic Benefits to the State of Maryland (see J below)**
9. **Additional Information (if applicable – see K below)**
10. **Company Literature (if applicable – see L below)**
11. **Forms (that must accompany the Proposal - see M below)**
12. **Legal Action Summary (see N below)**

**C. Understanding the Problem**

This section shall contain the Offeror's analysis of the environment in which the proposed work or solution will be implemented including knowledge of specific cultural or economic challenges in the jurisdiction, how the Offeror plans on meeting the Calvert County Department of Social Services' needs relative to this RFP, the nature and scope of the work involved and an understanding of the role of the Agency Attorney. An Offeror shall provide information that demonstrates a clear understanding of Calvert County, specific court practices and socio-economic concerns. In addition, a detailed description shall be provided of how the Offeror intends to address these concerns or adhere to the specific rules/practices.

**D. Proposed Service**

This section shall contain the Offeror's proposed Work Plan to achieve the objectives, scope and requirements of the RFP. The Offeror's Work Plan shall describe how the proposed services or product will satisfy the State requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section. The Work Plan shall be prepared in the same sequence as, and also contain **Compliance with RFP Specifications Section III as follows:**

- Section 3.3 Scope**
- Section 3.4 Requirements**

**A. Offeror Requirements**  
**B. Contractor Requirements**  
**Section 3.5 Deliverables**  
**Section 3.6 Contractor's Project Manager**  
**Section 3.7 Post Award Orientation Conference**

1. The Offeror's work plan shall describe in detail how the services outlined in Section 3 (Specifications) will be provided; including the degree of organization and other supports, and Offeror availability and accessibility. Those services include all services provided in the areas of Child Welfare Services, Child Protective Services, Foster Care, Adoptions, Services to Families with Children, Adult Services, and Adult Protective Services.
2. The Offeror shall indicate how services will impact on CALDSS' ability to meet its mission and goal.
3. The Offeror shall be familiar with the nuances, subtleties and informal structure of the Calvert County Court system that may impose non-budgeted cost and liabilities on the State of Maryland.
4. The Offeror shall describe in detail when and how work will be submitted to the Conflict Attorney and plans for back-up coverage.

**E. Qualifications**

A description of the Offeror's qualifications shall clearly show the following:

1. Detail any specific legal knowledge, skills, and ability in domestic law, especially, child welfare, child disability, family, adult protective services, juvenile and related legal fields for the attorney, and the Conflict Attorney including trial experience.
2. Submit documentation for both the Offeror and the Conflict Attorney on how they meet all Offeror requirements in Section 3.4.1.

**F. Key Personnel**

This section shall include job descriptions and individual resumes for staff designated by the Offeror in its Proposal as being its Key Personnel who are to be assigned to this project if the Offeror is awarded the Contract. **The Offeror's Key Personnel (the Contractor's Project Manager, etc.) identified in the Offeror's Proposal are considered to be essential to the work being performed under this RFP.** Indicate the role or assignment that each individual is to have in this project. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor selected shall notify the

Department of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without the written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.

**G. References:**

The Offeror shall supply three (3) professional reference letters to support the Proposal. The reference letters must be submitted by the reference source directly to the Offeror in a separately sealed envelope for inclusion with the Offeror's Technical Proposal. Reference letters should include the solicitation number, Offeror's name and speak to the Offeror's qualifications, character, service provided, performance, etc. All reference letters shall be current in that the reference must have worked with or have sufficient knowledge of the work of the Offeror within the past three years. Reference letters must also identify the name of the point of contact and telephone number. The State shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known by the Department. The State will notify the Offeror of any references contacted who were not identified by the Offeror.

References will be used to determine Offeror's good standing and speak to their demeanor, experience and qualifications, to help collaborate their good standing in the legal community and substantiate their experience and qualifications to provide the services under this solicitation. The State reserves the right to request additional references.

**NOTE:**

Reference Letters from DHR or CALDSS Personnel are **not** acceptable.

**H. Other State of Maryland Contracts**

As part of its offer, each Offeror is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified Contract the Offeror is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the Contract
- The term of the Contract
- The State employee contact person (name, title, telephone number and if

- possible e-mail address)
- Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State Contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

#### **I. Financial Responsibility and Stability**

This section shall contain information to show that the Offeror has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Examples of information that may be used to demonstrate requisite responsibility and stability include:

- a) Audited financial statements (for Offeror only) for the past three years,
- b) Dunn and Bradstreet report and rating,
- c) Line of Credit, or
- d) Evidence of adequate working capital.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

In addition, the Offeror shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the company.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the technical Proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

#### **J. Economic Benefit to the State of Maryland**

**DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.**

Offerors shall submit with their proposals a narrative describing benefits that will

accrue to the Maryland economy as a direct or indirect result of their performance of any Contracts awarded as the result of this solicitation. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

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.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the State Project Manager or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Discussion of Maryland based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

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:

- The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- Subcontract dollars committed to Maryland small businesses and MBEs.
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors

may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

**K. Additional Information**

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.

**L. Company Literature**

If company literature or other material is intended to respond to any RFP requirements, it must be included in this section and the Offeror's responses in previous sections of the Proposal must include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered complete without need to refer to documents in this section for the Offeror's responses to RFP requirements.

**M. Forms**

**Include in the original volume only 1 original of each of the following forms:**

1. Bid/Proposal Affidavit (**Attachment B**)
2. Certification Regarding Lobbying (**Attachment F**)
3. Living Wage: Affidavit of Agreement (**Attachment G**)

**N. Legal Action Summary**

Offerors shall include in this section a statement as to whether there are any outstanding legal actions, or potential claims against the Offeror and a brief description of any such action, including:

- A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years.
- A description of any judgments against the Offeror within the past five (5) years, including the case name, number, court, and what the final ruling or determination was from the court.

In instances where litigation is ongoing and the Offeror has been directed by the court not to disclose information, the name of the judge and location of the court.

**4.3 Volume II - Financial**

This volume should contain all price information for all services and products proposed.

When determining prices, consider the appropriate Living Wage Requirements, if applicable. This volume must contain the following section:

Pricing Proposal – **Attachment A**

Pricing Proposal Instructions – (**Attachment A-1**)

A Budget Narrative should accompany the Pricing Proposal, detailing all expenses and information regarding the fully-loaded price for each year. The fully-loaded firm fixed price shall include all general, administrative, and indirect costs necessary to provide all services as described in the RFP.

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## **SECTION V. EVALUATION PROCEDURES**

### **5.1 Evaluation Committee**

All Offerors' Proposals received by the closing deadline will be evaluated by an Evaluation Committee established by the requesting State organization. The Committee may request additional technical assistance from any source.

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. Proposals shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be open to public inspection after award of the Contract. Proposals shall be shown only to members of the Evaluation Committee or State employees having a legitimate interest in them.

### **5.2 Reciprocal Preferences**

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement Contracts, many other States do grant their resident businesses preferences over Maryland Contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Offeror whose principal office or principal base of operations is in another State submits the most advantageous offer, and the State in which the non-resident's principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement Contract. Therefore, a preference will be given to the lowest possible responsible offer from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident Offeror submitting a Proposal for a State project shall attach to the Proposal a copy of any current statute, resolution, policy, procedure or executive order of the Offeror's resident State that pertains to that State's treatment of nonresident Offerors.

### **5.3 Qualifying Proposals**

Qualifying Proposals are those Proposals received from responsible Offerors that are initially classified by the Procurement Officer as reasonably susceptible of being selected for award. Vendors whose Technical Proposals are not accepted will be notified in

writing and the Financial Proposal will be returned unopened.

#### **5.4 Technical Evaluation**

The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without prior discussions or negotiations. The Evaluation Committee will rank the Proposals according to the criteria established in Section 5.5. No price data should be provided in the Technical Proposal. During this technical evaluation phase, the Procurement Officer shall reserve the right to enter into discussions with vendors. If discussions are held, all Offerors who are initially classified as reasonably susceptible of being selected for award, or potentially so, will be given an equal opportunity for discussion.

Those Proposals determined at any time to be not reasonably susceptible of being selected for award or Offerors determined to be not responsible will be dropped from further consideration in the awarding of the Contract.

##### **A. RESPONSIBILITY**

###### **General**

1. The procurement regulations in Title 21 of the Code of Maryland Regulations (COMAR) define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which shall assure good faith performance.”
2. COMAR, Title 21, also requires that the Procurement Officer determine before awarding a Contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
3. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

##### **B. DISCUSSIONS**

The State may award a Contract from this solicitation without discussion with any offering vendor. The Department reserves the right to discuss and negotiate with qualified or potentially qualified Offerors, i.e., Offerors which appear to be responsible at the time discussions and negotiations are conducted and whose Proposals are initially judged to be reasonably susceptible of being selected for award. Discussions or negotiations will be conducted with all Offerors which have

not previously been eliminated. The Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Department can select a Proposal without first discussing the matter with the selected Offeror.

## **5.5 Criteria for Technical Evaluation**

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance. Technical Proposals will be ranked according to the following major criteria:

### **Evaluation Criteria**

- A. Qualifications – Section 4.2 E**
  - 1. Specific legal skill and ability in domestic law, especially child welfare and protection of vulnerable adults.
  - 2. General legal skill and ability and trial experience.
  - 3. Communication style and demeanor, in and out of the courtroom.
- B. Key Personnel – Section 4.2 F**
- C. Proposed Services – Section 4.2 D**
  - 1. Soundness of Work Plan
  - 2. Plan for back-up coverage and degree of organization and other supports.
  - 3. Degree to which CALDSS work would be a priority.
  - 4. Availability and accessibility of Offeror and staff.
- D. Understanding the Problem – Section 4.2 C**
- E. References and Other State of Maryland Contracts – Sections 4.2 G / H**
- F. Financial Responsibility and Stability – Section 4.2 I**
- G. Economic Benefit to the State – Section 4.2 J**

## **5.6 Financial Evaluation**

The separate price volume of each qualifying Proposal will be distributed to the Evaluation Committee for all Proposals deemed reasonably susceptible of being selected for award following the completion of the technical evaluation. The Committee will determine the grand total price of each Proposal (per Attachment A – Pricing Proposal) in order to establish a financial ranking of the Proposals, from lowest to highest grand total price.

## **5.7 Best and Final Offers**

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial Financial Proposal by submitting a Best and Final Offer. The Procurement Officer shall notify each qualified Offeror of the scope of the requested Best and Final Offer, and shall establish a date and time for their submission. The Procurement Officer may require more than one series of Best and Final Offers and

discussions if the agency head or designee makes a determination that it is in the State's best interest to do so. If more than one Best and Final Offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another Best and Final Offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the Best and Final Offer process.

The State reserves the right to award the Contract without issuing a BAFO if it is determined to be in the best interest of the State.

#### **5.8 Debriefing of Unsuccessful Offerors**

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the procurement officer. Requests for debriefings shall be honored by the Department at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

#### **5.9 Final Evaluation and Recommendation for Award**

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror who's Proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given equal weight to price factors.

Contract award, if any, resulting from the RFP is subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

## SECTION VI. APPENDICES

Attachment A	Pricing Proposals (complete and submit in Financial Proposal)
Attachment B	Bid Proposal Affidavit (complete and submit with Technical Proposal)
Attachment C	Contract Affidavit (must be submitted within 10 working days after notification of apparent award)
Attachment D	Services Contract - <i>Sample</i> (must be submitted within 10 working days after notification of apparent award)
Attachment E	Electronic Funds Transfer (form COT/GAD X-10) ( <u>if a new registrant</u> submit to the Comptroller's Office upon notification of selection for award)
Attachment F	Certification Regarding Lobbying (complete and submit with Technical Proposal)
Attachment G	Living Wage: Affidavit of Agreement (complete and submit with Technical Proposal)
Attachment H	Hiring Agreement (submitted within 10 working days after notification of apparent award if applicable)
Attachment I	Human Services Article, § 3-601 of the Annotated Code of Maryland
Attachment J	List of State of Maryland Holidays
Attachment K	Monthly Invoice
Attachment L	Monthly Activity Report
Attachment M	Use of Conflict Attorney Report
Attachment N	Postponements Report