STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
PRE-PROPOSAL CONFERENCE

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

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

PRESENT FROM MARYLAND DEPARTMENT OF HUMAN SERVICES:

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

PRESENT FROM OFFICE OF THE ATTORNEY GENERAL:

Aretha J. Ector, Assistant Attorney General

PRESENT FROM MARYLAND LEGAL SERVICES PROGRAM:

Audre Davis, Director
Teminka Rawlings, Deputy Director

PROSPECTIVE BIDDERS PRESENT:

MARYLAND VOLUNTEER LAWYERS SERVICE
Janet Fedder
Yvonne Stone

FRANKLIN LAW GROUP
Stephanie Franklin

LAW FIRM OF SHARON M. DONAHUE, P.A.
Sharon M. Donahue
Chris Palmer

SKOLNICK LAW FIRM
Sharon Skolnick
Jayne Moreland

CHILDREN'S LEGAL SERVICES OF BALTIMORE
Christopher Robinson
LAW OFFICE OF DARLENE WAKEFIELD, P.A.
Darlene Wakefield
Michael Katz
Lindsay Bandzwolek
Alan Ofsevit

PODZIUS BIRCH LAW GROUP
Megan Podzius

LAW OFFICE OF AUGUSTA SIRIBUO
Augusta Siribuo

KING HALL, LLC
Barrett R. King
Marie Rau

ABRAHAM & BAUER, LLC
Susan Affleck Bauer
Richard Abraham

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

REPORTED BY: DEBORAH B. GAUTHIER, NOTARY PUBLIC
MR. BERRY: It is 10:05 and I'm going to get started. Good morning everyone. Welcome to the pre-proposal conference for legal representation in the State of Maryland. My name is Rufus Berry. Alongside with other individuals, we will present information regarding this Request for Proposal that was issued by DHS on October 20th, 2020 for Legal Representation for CINA, Children Involved in Child In Need of Assistance, Termination of Parental Rights, and Related Proceedings, as well as Indigent Adults Involved in Adult Protection Services, APS, Guardianship Hearings, and Adult Public Guardianship Review Board Hearings.

We will also try to answer as many questions as possible concerning this RFP. I want to emphasize that questions asked during this meeting should also be submitted to me.

This meeting is being recorded and also being transcribed by the court reporter. Therefore, I ask everyone, if you are speaking, to -- I ask everybody that when you are speaking and asking questions to
speak audible and to state your name and the company
that you -- and your company for the record. This
transcript -- the transcript of this conference will be
available on eMaryland Marketplace, as well as the DHS
website, following this meeting.

As I mentioned previously, everyone should
please mute themselves while everyone introduces
themselves. You may unmute yourself to acknowledge --
I'm going to go through the list of people that have
requested attendance to this meeting and you may unmute
yourself to acknowledge, and anybody else that I did
not mention will be given the opportunity to announce
themselves thereafter. I will start with the potential
Offerors that requested attendance and followed by DHS
staff. That includes the AAG, the Attorney General's
Office, Maryland Legal Services Program staff, Hiring
Agreement, and Procurement. You may also use the
function on the right side to ask questions or to bring
attention -- bring my attention to you if you want to
speak. I will go through the list and I have them
listed by firms and the individuals that have
identified -- that represent those firms. The first firm I have is Maryland Legal Aid, and I have Jennifer Schauffler; I have Michael Medlock; I have Gustava Taler.

The next firm I have is Maryland Volunteer Lawyers Office -- Lawyers Services. I have Janet Fedder. Then I have -- the next firm I have is Franklin Law Group; I have Stephanie Franklin. The next firm I have is the Law Office of Sharon Donahue, and I have Ms. Sharon Donahue. The next firm I have is Skolnick Law Firm, and I have Sharon Skolnick and I have Jayne Moreland. Sorry if I pronounced your name wrong. The next firm I have is Children's Legal Services of Baltimore, and I have Christopher Robinson. The next firm I have is Law Office of Darlene Wakefield. I have the representatives as Ms. Darlene Wakefield, Michael Katz, Lindsay Bandzwolek. The next firm I have is Podzius-Birch Law Group, and I have Ms. Megan Podzius. And I have -- the next firm I have is Siribuo Law Firm, and I have Ms. Augusta Siribuo. Then
I have Abraham and Bauer LLC. I have Ms. Susan Bauer and I have Richard Abraham representing their firm.

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

MR. AKAMIGBO: Chijioke Akamigo, Maryland Legal Aid.

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

MS. TSFRINA: Julia Tsfrina, Maryland Legal Aid.

MS. SINCELL: Miriam Sincell, Maryland Legal Aid.
MR. FREIENMUTH: Ken Freienmuth, Maryland Legal Aid.

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

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

MS. SHORE: Nina Shore, Maryland Legal Aid.

MS. MCCAIG: Nancy McCaig, Maryland Legal Aid.

MS. CHAPPELL: Danielle Chappell, Maryland Legal Aid.

MS. MICHAELS-JOHNSNON: Karen Michaels-Johnson, Maryland Legal Aid.

MS. SARGENT: Cristen Sargent, Maryland Legal Aid.

MR. SIMMS: Stuart Simms, Maryland Legal Aid

MS. SCHAUFFLER: Mr. Barry. There's -- this is Jennifer Schauffler from Maryland Legal Aid.

Yesterday I sent you list. There's 24 of us.
MR. BERRY: Yes, you did. Yes, I couldn't -- I didn't include that list. I'm going to include on the list with this. I do have the list of names.

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

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

MS. SCHAUFFLER: Thank you.

MS. LEMON: Erica LeMon, Maryland Legal Aid.

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

MR. BERRY: Okay.

MS. WAKEFIELD: Thank you.

MR. JOSEPH: William Joseph, Maryland Legal Aid.

MS. FEDDER: Janet Fedder.

MR. BERRY: Go ahead, Janet.
MS. FEDDER: Janet Fedder from Maryland Volunteer Lawyers Service. I have three people in total.

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

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

MR. BERRY: Is there anybody else?

(No response.)

MR. BERRY: That being said, I will move -- we'll move forward. I thank you all for introducing yourself. As I mentioned earlier, my name is Rufus Berry. I'm the lead Procurement Officer on this solicitation. I would like for everyone to note that the question and answer section are divided into two stages, and it is listed on the agenda that I sent to everyone, as well as being presented. We have -- there will be Q-and-A following Section 1 and 2 -- Section 1,
2, and 3, and then there will be Q-and-A following
Section 4, 5, and 6.

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

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

There's three things that I wanted to
highlight for you that are significantly different from
the previous RFP for CINA and Adult. First is that
there is no financial audit required this go-round.
Previously, the financial audits were required at the end of each contract year. They have been eliminated.

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

The third thing that you should note is that we have determined that appeals for CINA and Adult are going to be permitted as a separate billing.

Generally, all of the hearing types are invoiceable once per contract year. For this contract, you will be able to invoice for all of the hearing types once per contract year, but, if you have an appeal, you will also be permitted to invoice for an appeal once per contract year. It will not count towards the other hearing types for CINA and Adult.

And, finally, in order to try to upgrade our contract monitoring a little bit, we're going to be adopting the Department of General Services' protocols for issuing a return form when you submit contract documents. So when you submit, you know, the annual
reports that are required, you're going to receive a
document from the Contract Monitor that indicates the
document that was submitted and verify that it meets
the contract requirements, the date that it was
submitted, and, hopefully, that will assist everyone in
the contract monitoring process. So, once again, thank
you very much for participating, and we can move on to
the next section.

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

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

MR. JOSEPH: Good morning.

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

MR. JOSEPH: Good morning. Yeah. Good
morning.

MS. DAVIS: Good morning. So the Department
of General Services has some contract monitoring
documents, and so when contract documents are submitted
to us -- for example, the end-of-year documents --
you're going to receive a response from the Department, and the response will include the date that we've received the document, that the document has been reviewed for completeness, things like signatures, that all of the required elements have been met, just a verification document that you, in fact, have submitted everything that you were supposed to submit in compliance with the contract terms.

MR. JOSEPH: Thank you.

MS. DAVIS: Certainly.

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

We will now go on to -- go through the sections. We plan on going through this RFP section by section, beginning with Section 1 through 6. However, I want you all to keep in mind that I will just be addressing specific areas in those sections, and I will echo what Ms. Davis just spoke, that if you haven't done so already, I urge everyone to go in and read the
RFP in its entirety. I will start with Section 1. Section 1 is the Minimum Qualifications. We -- as I mentioned, we have two Functional Areas; that is the CINA, as well as the APS. For the CINA, Offerors must be considered reasonably susceptible of being selected for this award. That's for both sections. For CINA, Offerors shall have at least -- at least one attorney employee who is assigned to represent children under this Contract with a minimum of two years experience of Maryland-specific child welfare legal experience. And that's for CINA. And experience does not -- does not include your time spent as a law clerk or paralegal.

For the next Function 2, APS, likewise, the -- we are requiring at least one attorney employee to represent APS, but in this section you must have a minimum of three years experience in Maryland-specific adult guardianship legal experience or ten years in general litigation experience. These -- the proof of this experience should be submitted -- should be provided in the resumes of your attorneys, as well as the references that you will -- that you will submit.
And that's the end of Section 1. At this time, I will ask the Deputy Director of MLSP, Teminka Rawlings, who will present two -- who will present the two sections -- the following two sections; the Contractor Requirements: Scope of work, Section 2, and Contractor Requirements: General, Section 3. Teminka.

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

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

It is important to note that the Department intends to allow contractors that are currently providing service under a CINA or APS contract with the Department the opportunity to keep their open cases. Those Offerors shall indicate in the Executive Summary of their Technical Proposal the desire to retain such cases. However, if an Offeror that is a current contractor does not intend to seek new cases, but wishes to continue providing services for its currently assigned or existing caseload, that Offeror must submit a proposal in response to the RFP in order to maintain its currently assigned State cases and to demonstrate that it intends to comply with all of the requirements of this RFP. For the final award determinations for existing caseloads only, preference will be given to those current providers who submit a proposal to keep their current caseload, provided it is determined to be in the best interest of and most advantageous to the State after the evaluation of proposals.
Next I'll cover the distribution of new cases using our calendar system. In Functional Area I, CINA/TPR, in Baltimore City, the Department intends to award up to four contracts. The highest-ranking contractor will receive 50 percent; 25 percent to the second; 15 percent to the third; and 10 percent to the fourth of calendar days. See Potential Contract Awards, Attachment Z. In the remaining 23 jurisdictions, it will be 75 percent to the highest and 25 percent to the second highest.

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

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

The Department intends to make up to 50 awards in Functional Area I, CINA/TPR, and up to 51 awards in Functional Area II, APS/APGRP, for new cases as a result of this RFP. However, there may be more or less awards made by the Department. The goal is to have at least two vendors available to accept new cases in each jurisdiction. See RFP Section 4.11, Award Basis, for more contract award information.

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

Each attorney providing legal representation under this contract must zealously advocate for the needs of each client, and each attorney's caseload may not exceed 1-to-100 attorney-client Ratio of CINA/TPR.
cases. Contractors shall dedicate a minimum of eight hours per case annually and adhere to the Maryland Standard of Practice for Lawyers who represent children involved in child abuse and neglect cases, as identified in the Maryland Rules. See Guidelines of Advocacy for Attorneys Representing Children, Attachment Q.

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

All costs and travel expenses associated with CINA/TPR training for staff attorneys shall be the responsibility of the contractor. Contractors are
required to remove or replace no later than 30 days
after the end of each contract year any attorney
representing a child who fails to obtain the requisite
CINA/TPR annual continuing legal education and training
hours by the end of each contract year. Contractors
may be subject to an intermediate sanction by the end
of each contract year if this requirement is not
satisfied.

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

The independent investigations must be
performed by an employee of the contractor who
possesses at least three years of child welfare
experience; also insure that the assigned attorney has
meaningful in-person contact at least once every six
months with the client prior to every scheduled hearing in an environment that will facilitate effective communication.

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

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

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

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

All staff providing legal representation under this contract is required to obtain 12 hours of continuing legal education and training annually in practice areas related to the representation of adults involved in APS/APGRB and related proceedings. The contractor must also certify, on company letterhead
each contract year, that all attorneys providing legal representation under this contract have satisfied this requirement. See Annual Continuing Legal Education and Training Certification Letter, Attachment R-1.

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

You'll find a list of the types of hearings that contractors will provide representation for on page 13. This list is also not exhaustive.

Contractor's staff shall represent each client in a manner that is consistent with applicable standards for attorneys representing adults, including any and all statutes and rules of procedures pertaining to the
representation of adults. Independent investigations
must also be performed throughout the contracted life
of the case. Contractors shall insure that the
assigned attorney has meaningful in-person contact at
least once every six months with the client prior to
every scheduled hearing in order to obtain a clear
understanding of the client's situation and needs.
Attorneys are also required to participate in court-
ordered ancillary proceedings stemming from an
APS/APGRB case.

Attorneys are to file, upon receipt of a
notice of appeal, at a minimum, a line of
representation in every case where the contractor is
the attorney of record in an APS/APGRB case that is
being reviewed. The attorney must also consider and
discuss with the client, as developmentally
appropriate, the possibility of ramifications of filing
an appeal. Again, the Department will not provide
compensation for the mere filing of a line in an
appeal. Contractors shall insure continuity of
representation by assigning each client's case to a
specific attorney. Any change to this assignment must be reported in writing to the State's Contract Monitor. The contractor shall dedicate no less than six hours per client, per contract year.

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

The contractor shall document the hours each attorney spends on each case. Subcontracting is not permitted under this contract. Contractors must insure that attorneys serving under this contract are licensed.
to practice law in the State of Maryland and remain in good standing with the Court of Appeals of Maryland for the duration of the contract. Any attorney who has less than the required years of specific legal representation experience must be supervised. The supervising attorney is required to be physically present during all court-ordered proceedings until the minimum years of experience have been attained.

Contractors must notify the Contract Monitor on a rolling basis of any changes in staffing, resignations, terminations, or complaints with the Attorney Grievance Commission of essential staff using the Changes in Staffing Report Form, Attachment S.

Contractors must insure that prior to the replacement of any attorneys, a current resume and Letter of Good Standing from the Court of Appeals of Maryland to verify qualification to serve under this contract are provided to the Contract Monitor.

Contractors shall be financially responsible for all costs incurred for out-of-state travel required to see clients. Contractors shall cooperate and
interface with the State for routine, periodic, or special compliance audits, as deemed appropriate by the State. Contractors shall not co-mingle revenues associated with this contract with the contractor's other revenue, which may be held in a separate fund or trust account.

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

For Functional Area I, CINA/TPR, those invoices are due by the 15th, and the Functional Area II, APS/APGRB invoices are due by the 30th of each month for the preceding month's activities and must be submitted using the Maryland Legal Services Program electronic invoicing system. The Contract Monitor shall review deliverables to determine compliance with the acceptance criteria as defined for that
deliverable. In the event of a rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or nonconformities to the contractor, and the contractor will resubmit the corrected deliverable with the agreed-upon time period for correction. There's a chart that lists the deliverables starting on page 22 for your reference.

Next, I'll be covering Contractor Requirements. Contractors will be notified to schedule and hold a kickoff meeting within ten business days of the Notice to Proceed date. Now, in the event of a contract termination for any reason or at the end of the contract term, the contractor shall provide transition assistance, as requested by the State, to facilitate the orderly transfer of services to the State or a follow-on contractor. This means that the contractor will cooperate with MLSP staff to facilitate an organized and timely transition of files. The Contract Monitor may also provide the contractor with additional instructions to meet specific transition requirements prior to the end of the contract. And,
again, this transition is not for MLSP; it's for the client. So just keep that in mind, so that we do have timely and reasonable transfers of cases.

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

During any period of service suspension, the contractor shall maintain all State data in its existing form, unless otherwise directed in writing by the Contract Monitor. All files and documentation generated by the contractor or the MLSP during the term of the contract or the attorney's representation of a client shall be retained by the contractor for a period of three years following the termination or expiration of the contract, expiration of the attorney's
representation, or the conclusion of any audit, whichever is longer. In the event a contractor continues to represent the client after the term of the contract, based upon the availability of funds, the contractor shall be compensated for those continued services through the Court Appointed Attorneys Program.

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

The contractor shall secure at its own expense a Maryland State Police and/or FBI background check on all assigned employees and all new employees prior to assignment; provide certification to the Department that the contractor has completed the required criminal background check; and also provide certification that the contractor's personnel have successfully passed this check. Persons with criminal records may not perform services under the contract,
unless prior written approval is obtained from the
Contract Monitor.

Please make yourself familiar with Section.

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

The contractor must provide and maintain a
Problem Escalation Procedure or a PEP for both routine
and emergency situations. The PEP must state how the
contractor will address problem situations as they
occur during the performance of the contract,
especially problems that are not resolved to the
satisfaction of the State within appropriate time
frames. Please note that the contractor must provide a
PEP no later than ten business days after the notice of
recommended award. Contractors must also notify the
Contract Monitor when the need to substitute personnel arises. The Contract Monitor must be notified on a rolling basis of the change in staffing, any new hires, resignations, or terminations of key personnel in Staffing Report Form, Attachment S.

Well, that concludes what I'll be covering.

Thank you.

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

MR. KING: Barrett King, King Hall, LLC. Just under the current dynamic, if you will, the requirement, of course, for the adult guardianship cases is that the attorneys have two years of directly relevant experience, the new one being three. The question becomes, if an attorney that is working on these cases is going to be at two-and-a-fraction -- say, two years and six months when the contract rolls over, will that attorney be permitted to continue working if a new ward is granted or will they then be...
suspended from their ability to work without immediate
supervision, if that makes sense?

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

MS. ECTOR: Yes.

MR. BERRY: Oh, okay.

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

MR. KING: Understood. Thank you.

MR. ROBINSON: Good morning. This is Chris
Robinson with Children's Legal Services. For the
Maryland State background checks, for existing staff
under existing contracts that have had that done, will
we need to update those for the new contract as if that
didn't happen or is that something that can carry
through with a certification that it was done for the
last contract? Additionally -- and this one I think is
a little premature, because we quite haven't gotten
there yet, but I don't want to miss it and I'll forget
-- if the -- since the existing contract period will end at the end of May and, if I read it correctly, this new one starts July 1st, what are we doing for June for cases? Thank you.

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

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

MR. ROBINSON: If I remember correctly, it was actually in the -- on the online Maryland
Marketplace for the bid of when it was expected to start. And, again, I'd have to check that again as well, because I may have misread it, but it certainly stuck in my mind, so -- but it was on the online -- the expected start date -- Maryland Marketplace.

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

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

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

MS. DAVIS: Thank you.

MS. FRANKLIN: You're welcome.

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

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

MS. DAVIS: Yes. This is Audre Davis.

Rufus, we'll issue a clarification. The intent is that the contract will start June 1st, 2021. We'll provide
something in writing and post it to eMaryland Marketplace. Thank you all.

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

(Brief pause.)

MR. BERRY: If not --

MS. WAKEFIELD: I'm sorry. This is Darlene Wakefield. I did have a question concerning a reference in the RFP to a contractor's Contract Monitor. I'm trying to locate it. I think it's in 2.2.1. Maybe not, but I know that it references many references to the State's Contract Monitor, but then there's a reference to the contractor's Contract Monitor. And I'm just wondering if someone can define for me what that position is supposed to be. Currently, we have Project Managers. Is that the same or is that something new and different?
MS. RAWLINGS: Darlene, this is Teminka. You said the section is 2.2.1?

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

MS. RAWLINGS: No problem.

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

MS. ECTOR: Hi. This is Aretha. Yes, it's a new -- you probably noticed the new RFP and the format.
It's certainly become more standardized across the State, and so where we used to use the term "Project Manager" even for the State, it's now the "Contract Monitor". So it's basically the same as the old Project Manager for the contractor and for the State. We're just trying to be more consistent across the State when using the standardized RFP.

MS. WAKEFIELD: Okay. Thank you.

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

VOICE: Can you speak up, sir?

MR. JOHNSON: Yeah. Can you hear me now? I do have a few more questions. So when you're ranking your Technical and your Financial, your Financial is clear; lowest price gets highest ranking, whether it's a penny or four pennies or ten dollars or a million dollars. When you're ranking the Technical, how do we know what is the difference between a one and a two or a two and a three; how do you determine that? And that's that the first question. The second question
is, how does a number two in Technical overcome and
come a number one based on price; how is that done?

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

(No response.)

MR. BERRY: If not, Teminka, thank you for
your presentation, and we'll move on to Section 4.
Section 4 addresses how the -- are the instructions --
the Procurement Instructions, and I do want to begin
with Section 4.2 and emphasize that if you have not
been already, that everyone should go and register on
eMaryland Marketplace. And eMaryland Marketplace is
the electronic commerce system for the State of
Maryland. This RFP, this conference attendance
listing, the questions and responses, as well as all
the addendums will be posted on eMaryland Marketplace, as well as -- eMaryland Marketplace Advantage -- I'm sorry -- eMaryland Marketplace Advantage, as well as the DHS State website. And I would emphasize to everyone, go and register at eMaryland Marketplace, because you cannot be awarded a contract in the State of Maryland if you are not registered on eMaryland Marketplace Advantage.

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

We'll move on to Section 4.4, which speaks about the procurement method that is used. The
procurement method that is used for this procurement is
Competitive Sealed Proposals underneath COMAR 21.05.03.
If you're not familiar with that, I urge everyone to go
and read and -- to get themself familiar with that
procurement method.

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

4.6, Multiple or Alternate Proposals.

Multiple and alternate proposals are not accepted.

Submitting a proposal for one or both of the functions
are not considered multiple proposals, so as long as
you follow the instructions set in Section 5. Offerors can decide to submit a proposal to provide service for only one function or for both functions. However, submitting for both functions will not be considered multiple proposals.

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

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

Section 4.12, Revisions to the RFP. If there is a revision that includes amendment questions or responses to questions, dates, and times, they will be, as I mentioned previously, submitted on eMaryland
Marketplace by the Procurement Officer. I will extend as well as e-mailing it to those vendors that I have on -- that I have on my bidder list. Therefore, if you wish to be on the bidder list to receive these revisions and I don't have the contact already, I urge you to submit your contact information to me by e-mail. Offerors must acknowledge all receipt -- must acknowledge receipt of all addendums in this RFP, and that acknowledgment is due when your proposals are due and shall be included in the transmittal letter accompanying Technical Proposals.

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

I will skip down to Section 4.17, Acceptance of Terms and Conditions. By submitting a proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the contract. I refer you to Attachment M.
Proposal Affidavit. A Proposal Affidavit shall be submitted with all proposals. That is Attachment C.

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

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

MR. KANG: Thanks, Rufus. Hi. My name's Sang Kang. I'm with DHS Procurement, and I'll present the Living Wage law as it applies to this RFP. The Living Wage law requires certain contractors and subcontractors to pay minimum wage rates to employees working under certain State service contracts.
Contracts valued at a hundred thousand or more may be subject to the Living Wage law.

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

The Living Wage rate is determined by whether a majority of services are taking place in a Tier 1 or a Tier 2 area of the State. Tier 1 areas are Anne Arundel County, Baltimore City, Baltimore County, Howard County, Montgomery and Prince George’s County. All other counties in the State are Tier 2. If a business has operations in areas with two different wage tiers, then you will pay where 50 percent or more
of the total contract value is performed. If a contractor provides more than 50 percent of its services from an out-of-state location, then the State agency -- then your wage rate will be based on where the majority of service recipients are located. So please submit your Affidavit of Agreement with your Technical Proposal.

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

MR. BERRY: Thank you, Sang. I want to backtrack a little -- just one bit to Section 4.21. I want to draw your attention to that, Verification of Registration and Tax Payment. I want to draw your
attention that you must register with the State of
Maryland Department of Assessments and Taxation. That
is SDAT. I've provided their physical address, as well
as the link to their e-mail, and I strongly recommend
that all potential Offerors complete registration prior
to the proposal due date. I want to draw your
attention to that and emphasize that that needs to be
done before you submit your proposals.

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

I draw your attention to Section 4.39 (sic)
-- 4.31, Non-disclosure Agreement. There is not a
requirement for procurement -- for this procurement
that the Offeror provide a Non-disclosure Agreement.
However, it is a requirement that a Contractor submit a
Non-disclosure Agreement, and that is Attachment I. It
must be provided within five days of the award, as
listed on the list of attachments that should be
submitted. With that being said, we'll go to Section 4.36, Hiring Agreement. I will defer to my colleague, Kenneth Jessup, to discuss more in detail the process and importance of the Hiring Agreement. Kenneth, are you available?

MR. JESSUP: Good morning, everyone. This is Kenneth Jessup, Hiring Agreement Program Manager. I'm going to share my screen really quick and, hopefully, this won't take but half a minute. So the purpose of the Hiring Agreement is, basically, to offer an opportunity to individuals that fall under the Family Investment Program to be able to apply for positions that may come about through State procurement contracts. It is not a requirement, such as like an MBE or a VSEB, but it is an opportunity though that if the contractor has any positions that we could have qualified candidates for, to be able to apply for the position, interview, and potentially be hired by the contractor. The background is listed on this short form we have of one page that I can have sent out to you after the meeting. Criteria for the contract
usually is for two years or longer, of $200,000 or
greater, and the contract will produce jobs for the
life of the contract. Once again though, so that this
is not to be done as a requirement or a hardship on the
contractor, it's only if you have a position that you
would address this clause and send it out to me and
allow me five business days in order to post it out to
our population Statewide to see if we have any
qualified candidates to apply for it, and, if we did
not, you be open to the public, you know, after the
five business days to have your posting put out there.
If there are any questions, please let me know.

(No response.)

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

MR. BERRY: Thank you, Kenneth. We'll now
move on to Section 5, and that is the Proposal Format.
This proposal -- your proposals should be done in two
submissions. As I discussed earlier, proposal
submissions will be done in two. An Offeror proposing
to provide services in both functions in this RFP shall
submit separate Technical Proposals and Financial Proposals for Function 1 and 2. Let me clear on that just a little bit. If you are submitting your proposal -- if you are submitting for just one function, you should have your Technical Proposal and your Financial Proposal. If you are submitting for both functions, the same, your Technical and your Financial should be separate. However, you would submit your Technical for one function and Technical for Function 2 together and your Financial for Function 1 and Function 2 together. I just want to make that clear. We'll move on to Section 5.1.1.

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

MR. BERRY: It means -- so when you submit your proposal on eMMA, your Technical is sent in a certain folder and your Financial is separately and -- because they are graded separately and they are evaluated separately, we are not -- they are not opening -- we are not allowed to open them up together. So your Technical for Function 1 and 2 can be attached
together and submitted. You just have to identify and
label them Function 1 and Function 2.

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

MR. BERRY: Yes, in one big parcel.

MR. JOHNSON: Okay.

MR. BERRY: That leads me into Section 5.1.1.

Your Technical should be labeled as Volume I, and your
Financial should be labeled as Volume II, Financial
Proposal, so Volume I, Technical Proposal; Volume II,
Financial Proposal. And they both, like I mentioned
earlier, are submitted electronically by eMaryland
Marketplace Advantage. Please note that on your Volume
I, Technical Proposal, there should be no pricing
information provided in that proposal. Your Volume I
should just speak of your technical expertise on how
you will address this RFP.

I will go -- I will explain more in detail as
to your -- as to how to submit your Volume I, your
Technical Proposals. Submit one executed Technical
Proposal and all supporting documents, as well as
submitting two in searchable Adobe PDF format,
including an unredacted version and a redacted version,
that expresses your confidentiality and your
proprietary information. Let me state that one more
time. The two electronic -- your searchable Adobe PDF
formats should include, one, an unredacted version and,
two, a redacted version that (indiscernible) the
confidentiality and proprietary information.

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

We'll move on to -- your Technical Proposal
should be broken down in accordance with Section 5.3,
submitting it under the -- submitting it as tabbed, and
I'm going to go through that in just a bit. Tab A
should include your Title Page and a Table of Contents.
Tab A-1, a Confidentiality -- everybody still hear me?
Okay. I'm sorry. I lost (indiscernible). Tab B
should be your Offeror Information Sheet and Transmittal Letter. Tab C should be your Executive Summary, and this is where you will include it, in this section. Tab D should be your Minimum Qualifications documentation. Tab E should be your Offeror Technical Response to this RFP and the Proposed Work Plan. This will be your meet and greet (sic) -- meat and potatoes of your RFP; it's where you will provide a (indiscernible) step-by-step description of your proposed plan. And we have listed in one through eleven all that should be included under that tab.

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

MR. BERRY: Yes.

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

MR. BERRY: Yes.

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

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

MR. BERRY: Tab F is where you will -- that's where you will address your experience and qualified proposed staff. Tab G is where you will provide your qualifications and capabilities with this RFP. Tab H is where you will submit your references. And I should note that there should be at least three references submitted. Tab I should be a list of your prior -- should be a list of your current and prior State contracts. Tab J should be your financial capability. Tab K should be your certification of insurance. M should be your Legal Action Summary, and this is where you will identify your outstanding legal actions or potential claims. Tab N should be your economic benefit factors. This is where you will narrate a description of benefits that would occur to the State economically as a direct or indirect result of this performance. Tab O is where you will present your
Technical Proposal and the required forms and certifications. The required forms are listed in Section 7, and we list as to what forms will be submitted with your proposal and what forms will be required following award. We'll go to -- and that will be your Tech Proposals.

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

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

MR. JOHNSON: Mr. Berry --
MR. BERRY: Yes, sir.

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

MS. ECTOR: M.

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

MR. JOHNSON: Right.

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

MR. JOHNSON: Right.

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

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

MR. JOSEPH: Go ahead.

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

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

MS. ECTOR: Correct.

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

MS. ECTOR: Okay.

MR. BERRY: We'll move to 6.2, your Technical Criteria -- your Technical Evaluation Criteria. We have listed three main criteria that will be used in evaluating the Technical Proposals. They include --
THE REPORTER: Excuse me. Can I interrupt real quick?

MR. BERRY: Absolutely.

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

VOICE: Yes, please.

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

The criteria that will be used to evaluate your Financial Proposal, all Offerors will be ranked from the lowest, which is most -- from the lowest, which is the most advantageous, to the highest, which is the least advantageous price based on the technical
-- on the total price -- on the total proposal price within the State guidelines set forth in this RFP. And this should be submitted on Attachment B. So I hope that answers the previous questions that was asked as to how we will rate your Technical and your Financial.

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

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

MR. KANG: Hi. This is Sang Kang from Procurement. The overall ranking is actually -- "technical factors will receive greater weight than financial factors." I'm reading from Section 6.5.3. And this is where -- for the overall ranking, it's determined by which proposal taken together is most advantageous to the State. "In making this most advantageous proposal determination, technical factors
will be given greater weight than financial factors."
That's all that's given in the RFP. There is no rubric or anything stated in the RFP.

MR. JOHNSON: And you mentioned --

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

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

MR. BERRY: Yes.

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

MS. ECTOR: So -- this is Aretha. So the criteria used to rank is listed, so when you submit your proposal, the number one criteria that the State will be looking at is your experience and experience of the personnel. And then there's criteria concerning
your work plan. How do you propose to provide the
services? So there are a lot of factors that go into
that, looking at the requirements of the RFP. So
what's most advantageous to the State, there's no
separate criteria for that listed, like A, B, C, D, and
E, but what the Department will look at is the services
that are being offered and look at the price for those
services to make sure that the State is paying for
boutique services, or if you say you're going to
provide boutique services, if your price is not
reasonable, then that's not advantageous to the State.

If the State determines that you cannot
provide the services at that price or perhaps they can
get the services -- equal services at a lower price,
those are the kind of things that the State will look
at when we compare the Technical and the Financial to
get the overall ranking. And the Technical Proposals
are ranked numerically. If we get five proposals,
those proposals will be ranked one through five. If we
get twenty proposals, they will be ranked one through
twenty.
MR. JOHNSON: Aretha, thank you for that answer. I think the criteria you mentioned as being most advantageous are those that will be used in the Technical evaluation. My question was, all right, so if a bid or proposal -- and I can do this for a hundred dollars, let's say, does that get an automatic ranking of number one, if it's the lowest? And, if it does, when do you make the determination that that might not be a feasible price?

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

MR. JOHNSON: That's correct.

MS. ECTOR: And then there's a determination. Once that's done, the Committee will look at both the Technical Proposal and the Financial Proposal, and we view both of them together for an overall ranking, looking at the services being offered and the price for those services, and then make a determination at that point what's most advantageous for the State. And then there will be a third ranking for the overall best
proposals, ranked one -- if it's five, ranked one
through five.

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

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

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

MR. ECTOR: We will not be including any
additional criteria in the RFP.
MR. KANG: Yeah. This is all standard language in all RFPs. I think I -- I wanted to correct you though. You said that Technical Proposals are based -- we judge those as most advantageous. That's actually not true. Technical Proposals are based on the evaluation criteria in 6.2. In 6.5, you'll see that the overall ranking is based on what's most advantageous. And there are only two criteria, which is technical and financial factors. So I don't know if that helps, but -- yeah, the Technical Proposals are based on the evaluation --

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

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

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

MR. BERRY: Yes.

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

MS. ECTOR: Correct.

MR. JOHNSON: So you (indiscernible) -- all right. Let's take Proposal A as the top-ranking
Technical. When you open the package, that same
proposal (indiscernible) two ranking in Financials --

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

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

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

    MS. ECTOR: No.

    MR. SANG: That's determined --

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

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

    MR. KANG: It's whether it's most
advantageous to the State. It's whether the State is
willing to pay more for those services who's higher.
And that's determined -- that's what we mean by most
advantageous.

MS. ECTOR: There's no formula --

MR. JOHNSON: So that's a problem.

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

MR. JOHNSON: All right.

MR. BERRY: That leads us to the following
section. Section 6.5 talks about our general
requirements, that this proposal will be awarded in
accordance with Competitive Sealed Proposals. We
express in detail what is considered Competitive Sealed
Proposals. I do want to bring attention to that. The
Financial Proposal of each qualified Offeror, a
responsible Offeror determined to have submitted an
acceptable proposal, will be evaluated and ranked
separately. As we just mentioned, it will be ranked
separately.

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

Once your Financial is opened, it will be
graded -- it will be weighted as a total proposal, and
at that time the Procurement Officer may again conduct
a discussion to further evaluate the Offeror's entire
proposal, and at that time the Procurement Officer may
request a best and final offer from the Offerors. The State may take an award without issuing a request for a best offer. However, you may only perform limited substitutions to their proposals. And that is stated in Section 3.1.

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

Upon that time -- upon the time -- documents required upon notice of recommendation for contract will be required of the vendor that is selected, and those documents are listed in Section 7. Once that is done -- once those documents are received, we'll go
through with the internal process of awarding this contract. That being said, I think we have covered all the issues of the sections that I deemed that was of reasonable importance for covering in this presentation. If anyone has any other questions, the floor is open at this time.

MS. FEDDER: Yes. Mr. Berry --

MR. BERRY: Yes, ma'am.

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

MR. BERRY: Okay.

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

MR. BERRY: Tab H, right?

MS. FEDDER: Yes. So we don't need an actual letter of reference is what I'm understanding, like the
last -- during the last RFP process; it's just name and
contact information for references?

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

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

MS. WAKEFIELD: So I have a -- this is
Darlene Wakefield, and I have a follow-up question to
that. With regard to the CINA contracts, you
specifically state here -- in Section I, it says, "The
reference shall be from a client." So we have, A,
issues of confidentiality, where you're asking us to
give you information about clients; B, issues about
minors. Is -- are we to assume, potentially, that a
reference could also be given from, let's say for example, a foster parent or a treatment facility representative? We need some clarification on that as well.

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

MR. KANG: Hi. This is Sang.

MR. BERRY: Go ahead, Sang.

MR. KANG: I think we should get those questions in writing. I think we have to do an amendment. I think the thought would be to have the reference letters, but if you could send those in
writing, just so we can be clear about how the references are sent to us, we should be able to get that back to you in a week or so.

MS. FEDDER: Okay. Thank you.

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

MS. FRANKLIN: So that would exclude attorneys?

MS. ECTOR: No, it does not exclude attorneys, no. It cannot come from anybody from the Department of Human Services, but, other than that, it's from customers who are capable of documenting your
ability to provide the services. And if you're using a
reference to prove someone's experience, then that --
that's different as well.

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

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

MS. FEDDER: Okay. And not only is this an
issue for the firms providing services for CINA cases;
also for us who are providing services to clients with
really diminished capacity, et cetera, it's very
unlikely that one of our actual clients, meaning an
alleged disabled person or disabled person, will be able to provide a reference.

MS. ECTOR: Right.

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

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

MS. FEDDER: Okay. All right. And if I might too, the page numbers are -- it says like page such-and-such, like page 58 of 137, but unless something's changed, when I went into the site and printed everything out, it stops at page 135. I don't see a page 136 and a 137, so I don't know if I'm missing something or -- enumeration.
MS. BAUER:  This is Susan Bauer. Actually, if you go into Mr. Barry's most recent e-mail, in his attachment, it has the additional pages.

MS. FEDDER:  Okay. Great. Thank you.

MS. BAUER:  Sure.

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

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

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

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

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

MS. FEDDER:  Oh, okay.
MR. BERRY: What pages is missing? I will go on eMMA and double-check it.

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

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

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

MR. BERRY: On the Key Information Sheet?

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

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

MR. BERRY: Yes.

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

MR. BERRY: Yes.

MS. FEDDER: Okay.

MR. BERRY: Are there any other questions?

(No response.)

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

VOICE: December.


VOICE: Three p.m.

MR. BERRY: Three -- at three p.m. December 14 -- Monday, December 14, 2020 at three p.m.
MS. ECTOR: I think there's a question in the comments.

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

MS. STONE: It's Yvonne Stone.


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

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

MS. ECTOR: This is Aretha again. And just for everybody's reference, questions submitted will be responded to in writing and published the same way the RFP was published, that is on the Department's website and through eMMA. Unless a question is really specific
to one particular vendor, all of the questions, if they're submitted timely or if we have enough time to respond, will be responded to in writing and posted. We do make the questions anonymous, so don't be fearful about submitting questions. We don't identify the firm or the individual who asked the question. We just simply list them and then submit answers to those questions.

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

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

I, Deborah B. Gauthier, Notary Public, before whom the foregoing pre-proposal conference was held, do hereby certify that said pre-proposal conference is a true record of the proceedings; that I am neither counsel for, related to, nor employed by any of the parties to this action, nor financially or otherwise interested in the outcome of the action; and that the pre-proposal conference was reduced to typewriting by me or under my direction.

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

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

My Commission Expires: October 17, 2023