

**State of Maryland**

**DEPARTMENT OF HUMAN SERVICES (DHS)**

**Request for Proposals (RFP)**

**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**

**Solicitation No. OS/MLSP-25-500-S**

**Issue date: 09/16/2025**

**NOTICE**

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace Advantage (eMMA) https://procurement.maryland.gov should register on eMMA. See **Section 4.1**.

**Minority Business Enterprises Are Encouraged to Respond to this Solicitation**

**VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

**Title: Legal Representation Services**

**Solicitation No:**   **OS/MLSP-25-500-S**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

* Other commitments preclude our participation at this time
* The subject of the solicitation is not something we ordinarily provide
* We are inexperienced in the work/commodities required
* Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
* The scope of work is beyond our present capacity
* Doing business with the State is simply too complicated. (Explain in REMARKS section)
* We cannot be competitive. (Explain in REMARKS section)
* Time allotted for completion of the Proposal is insufficient
* Start-up time is insufficient
* Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
* Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
* MBE or VSBE requirements (Explain in REMARKS section)
* Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory(Explain in REMARKS section)
* Payment schedule too slow
* Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

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

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Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**State of Maryland**

**Department of human services (DHS)**

**Key Information Summary Sheet**

|  |  |
| --- | --- |
| Request for Proposals | **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** |
| Solicitation Number: | **OS/MLSP-25-500-S** |
| RFP Issue Date: | **September 16, 2025** |
| RFP Issuing Office: | Department of Human Services (DHS or the Department) |
| Procurement Officer: | Rufus Berry  25 S. Charles Street. Room 1839, Baltimore, MD 21201 |
| Email:  Phone Number: | Rufus.Berry@maryland.gov  410-767-7044 |
| Proposals are to be sent to: | Submit on emma.maryland.gov under **Sourcing Project: BPM053179 - OS/MLSP-25-500-S**  To submit a proposal, offerors must first register on emma.maryland.gov. We recommend registering in advance to become acquainted with the site. |
| No Bid/Proposal Notice Feedback Form | If you are not submitting a proposal for this solicitation, submit **Attachment 1** with your reasons why. |
| Pre-Proposal Conference: | Oct 3rd, 2025 at 10:00AM via google meet: meet.google.com/wex-vizh-kva via Phone: ( |
| Scheduled Site Visit | **N/A** |
| Questions Due Date and Time: | November 7, 2025 at 3:00 PM. |
| Proposal Due (Closing) Date and Time: | Oct 16, 2025 at 3 am Local Time  See **Attachment 1 - No Bid Notice/Vendor Feedback Form**). |
| MBE Subcontracting Goal: | 0% |
| VSBE Subcontracting Goal: | 0% |
| Procurement Method: | A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03. |
| Multiple or Alternate Bids: | Multiple or alternate Proposals will not be accepted, except as specifically authorized herein. |
| Contract Type: | Indefinite Quantity, with fully loaded Fixed Unit prices |
| Contract Duration: | Three-year base period with two (2), one-year options |
| Primary Place of Performance: | All 24 jurisdictions in Maryland |
| SBR Designation: | No |
| Federal Funding: | Yes |

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# Minimum Qualifications

## Offeror Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the Offeror must document in its Proposal that the following Minimum Qualifications have been met:

**Functional Area I: CINA/TPR**

* + 1. The Offeror shall have at least **one** **(1)** attorney employee who is assigned to represent children under the Contract with a minimum of one (1) year of experience of Maryland-specific child welfare legal experience. Child welfare legal experience means that the attorney was a member of the Maryland State Bar and was engaged in the practice of child welfare representation. Time spent, for example, as a law clerk or paralegal does not count towards the one-year minimum requirements.

**Functional Area II: APS/APGRB**

* + 1. The Offeror shall have at least **one (1)** attorney employee who is assigned to represent alleged vulnerable adults under the Contract with a minimum of one (1) year of experience of Maryland-specific adult guardianship legal experience or five (5) years of general litigation experience. Adult guardianship experience means that the attorney was a member of the Maryland State Bar and was engaged in the practice of adult guardianship representation. Time spent, for example, as a law clerk or paralegal does not count towards the one-year or five-year minimum requirements.

**Functional Areas I and II: CINA/TPR and APS/APGRB**

* + 1. As proof of meeting the requirements for Functional Areas I and II, the Offeror shall provide with its Proposal, a copy of the resume of the attorney relied on to meet the requirement, along with any references to substantiate the experience.

# Contractor Requirements: Scope of Work

## Summary Statement

The Department, through the Maryland Legal Services Program (MLSP), intends to acquire legal representation services throughout the State of Maryland pursuant to the terms of this RFP in two Functional Areas: Functional Area I - Children in Child in Need of Assistance, Termination of Parental Rights and other related proceedings (CINA/TPR); and Functional Area II – Indigent Adults involved in Adult Protective Services and Adult Public Guardianship Review Board Proceedings (APS/APGRB). MLSP will award Contracts in each jurisdiction for a three (3) year period, with two (2) one-year options to be renewed at the sole discretion of the State.

An Offeror may be awarded a Contract for legal representation services for Children or Adults only, or both Children and Adults. An Offeror may also be awarded a Contract for legal representation services for a single or multiple jurisdiction (**see Section 4**, Procurement Instructions for Requirements for Proposal Preparation instructions). Awards will be made until each jurisdiction’s maximum projected caseload is met. **See Attachment BB – Functional Area I and Attachment BB1 – Functional Area II for historical caseload data**.

**Functional Area I: CINA/TPR**

All Contracts shall be for an indefinite quantity, fully loaded firm fixed unit price per Child, per Contract year, in a CINA/TPR or related proceeding. Appeals may be invoiced separately, once per Child, per Contract year.

**Functional Area II: APS/APGRB**

All Contracts shall be for an indefinite quantity, fully loaded firm fixed unit price per Adult per Contract year, in an APS or APGRB proceeding. Appeals may be invoiced separately, once per Adult, per Contract year.

The Department intends to allow contractors that currently have contracts with the Department to provide CINA/TPR or APS/APGRB services the opportunity to keep their open cases. Each Offeror that is currently a contractor with the Department for CINA/TPR or APS/APGRB services shall indicate its desire to retain its current cases in the Executive Summary section of the Technical Proposal. 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 still 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, including payment terms and caseload restrictions. 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 evaluation of Proposals.

In addition to any Contract awarded for existing cases, each of the twenty-four (24) jurisdictions will have a minimum of 2 contracts awarded for new cases. See the descriptions and charts below:

**Function Area I – CINA/TPR**

In Baltimore City, the Department intends to award up to four Contracts. The highest-ranking Contractor will receive fifty percent (50%) of the calendar days. The second highest-ranking Contractor will receive twenty-five percent (25%) of the calendar days. The third highest-ranking Contractor will receive fifteen percent (15%) of the calendar days. The fourth highest-ranking Contractor will receive ten percent (10%) of the calendar days.

In Baltimore, Harford, Montgomery, and Prince George’s Counties, the Department intends to award up to three Contracts per jurisdiction. The highest-ranking Contractor will receive fifty percent (50%) of the calendar days. The second highest-ranking Contractor will receive thirty (30%) of the calendar days. The third highest-ranking Contractor will receive twenty percent (20%) of the calendar days.

In the remaining 19 jurisdictions, the Department intends to award up to two Contracts per jurisdiction. The highest-ranking Contractor will receive seventy-five percent (75%) of the available calendar days. The second highest-ranking Contractor will receive twenty-five percent (25%) of the calendar days

|  |  |
| --- | --- |
| **FUNCTIONAL AREA I: CINA / TPR** | |
| **Jurisdiction** | **Potential Number of Contracts Per Jurisdiction** |
| Baltimore City | 4 |
| Baltimore, Harford, Montgomery, and Prince George’s Counties | 3 |
| Allegany, Anne Arundel, Calvert, Caroline, Carroll, Cecil, Charles, Dorchester, Frederick, Garrett, Howard, Kent, Queen Anne’s, St. Mary’s, Somerset, Talbot, Washington, Wicomico, and Worcester Counties | 2 |

**Function Area II – APS/APGRB**

In Baltimore City and Baltimore County, the Department intends to award up to four Contracts for each jurisdiction. The highest-ranking Contractor will receive fifty percent (50%) of the calendar days. The second highest-ranking Contractor will receive twenty-five percent (25%) of the calendar days. The third highest-ranking Contractor will receive fifteen percent (15%) of the calendar days. The fourth highest-ranking Contractor will receive ten percent (10%) of the calendar days.

In the remaining 22 jurisdictions, the Department intends to award a minimum of two Contracts per jurisdiction. The highest-ranking Contractor will receive seventy-five percent (75%) of the available calendar days. The second highest-ranking Contractor will receive twenty-five percent (25%) of the calendar days.

|  |  |
| --- | --- |
| **FUNCTIONAL AREA II: ADULTS** | |
| **Jurisdiction** | **Potential Number of Contracts Per Jurisdiction** |
| Baltimore City and Baltimore County | 4 |
| Allegany and Anne Arundel, Calvert, Caroline, Carroll, Cecil, Charles, Dorchester, Frederick, Garrett, Harford, Howard, Kent, Montgomery, Prince George’s, Queen Anne’s, St. Mary’s, Somerset, Talbot, Washington, Wicomico, and Worcester Counties | 2 |

* + 1. The Department is issuing this RFP to obtain Contracts for legal representation services in all 24 Counties.
    2. It is the State’s intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offerors and the State.
    3. The Department intends to make awards in Function Area I CINA/TPR and Function Area II APS/APGRB as indicated in Section 2.1 of this RFP. There may be more or fewer awards made by the Department. The goal of the Department is to have at least 2 vendors available to accept new cases, in each jurisdiction. See RFP **Section 6.5 Selection Procedures** for more Contract award information.
    4. An Offeror, directly, must be able to provide all goods and services and meet all the requirements requested in this solicitation.
    5. A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

## 

## Background and Purpose

**2.2.1 Function Area I – CINA/TPR**

Pursuant to the Courts and Judicial Proceedings Article, §3-813 and Family Law Article, §5-307 of the Annotated Code of Maryland, children who are involved in CINA, Voluntary Placement, TPR, Guardianship and related Adoption proceedings are entitled to legal representation.

MLSP manages all such legal services contracts Statewide and is charged with ensuring that children involved in the State’s child welfare system receive quality legal representation for the duration of their time in need. In Fiscal Year 2023, MLSP contractors represented child welfare clients in over 5328 CINA hearings statewide. Each year the number of hearings increased in correlation with trends statewide (see **Projected Caseload Chart Attachment BB**).

The Department is issuing this RFP to obtain contractors to provide legal representation services for new and existing CINA/TPR cases in all 24 jurisdictions in the State of Maryland.

**Functional Area II: APS/APGRB**

Pursuant to the Annotated Code of Maryland, Estates and Trusts Article, Sections 13-705, 13-709, and 13-11; and under Family Law Article, §14-404, in which either the DHS or the Department of Aging is involved in adult guardianships or protective services, MLSP is required to provide legal representation.

MLSP manages all such legal services contracts statewide and is charged with ensuring that indigent and/or alleged disabled adults involved in the Adult Public Guardianship system receive quality legal representation for the duration of their time of need. In Fiscal Year 2023, MLSP contractors represented alleged disabled clients in over 1965 Adult Public Guardianship hearings statewide. Each year the number of hearings has increased in correlation with aging trends statewide (see **Projected Caseload Chart Attachment BB.**

The Department is issuing this solicitation to ensure that adults are afforded all of the rights, entitlements and protections as defined under Maryland State law by providing legal representation.

## State Staff and Roles

In addition to the Procurement Officer, the Contract Monitor may:

* 1. issue written direction;
  2. approve invoices;

monitor the Contracts to ensure compliance with the terms and conditions of the RFP

2.3Contractor Responsibilities and Tasks

Functional Area I Contractor Requirements

The Contractor shall:

1. **General Requirements**
   1. Ensure that attorneys assigned to represent children under the Contract possess a minimum of **one (1)** year of experience of Maryland-specific child welfare legal experience. Child welfare legal experience means that the attorney was a member of the Maryland State Bar and was engaged in the practice of child welfare representation. Time spent, for example, as a law clerk or paralegal does not count towards the one-year minimum requirement.
   2. Provide sufficient qualified staff to meet the requirements of CINA/TPR or related case representation. See, **Projected Staffing Form (Attachment QQ**.
   3. Ensure that each attorney providing legal representation under this Contract does not exceed a 1:100 Attorney/Client Ratio of CINA/TPR cases.
   4. Prepare for and represent a client involved in a CINA/TPR case and zealously advocate for the needs of each client.
   5. Adhere to the Maryland Standard of Practice for Lawyers who represent children involved in child abuse and neglect cases, as identified in the **Maryland Attorneys’ Rules of Professional Conduct (MARPC). See Guidelines of Advocacy for Attorneys Representing Children in CINA and Related TPR and Adoption Proceedings -Attachment Q**.
2. **Continuing Legal Education (CLE)**

**The Contractor shall:**

1. Augment their direct legal experience in the courtroom and community settings with professional training received via regional, statewide, and national training opportunities.
2. Require all staff providing legal representation under this Contract to obtain **twelve (12)** hours of Continuing Legal Education (CLE) and training annually in practice areas related to the representation of children involved in CINA, TPR and related proceedings. All costs and travel expenses associated with CINA/TPR trainings for staff attorneys shall be the responsibility of the Contractor.
3. As needed, coordinate private, in-house training for staff. To count towards the required CLE under this Contract, Contractors shall obtain prior written approval from the State’s Contract Monitor for any CINA/TPR and related CLE that is not coordinated or hosted by the jurisdiction’s court and/or the MLSP.
4. Ensure that **Annual Training Verification Form (Attachment II)** is completed by each attorney, approved by the Contractor’s Project Manager, and forwarded to the State’s Contract Monitor no later than thirty (30) days after the conclusion of each CINA/TPR Contract year.
5. Require attorneys to attend MLSP sponsored training or facilitated court-mandated training during a Contract year to ensure that attorneys are properly trained in Maryland’s CINA/TPR practice and related proceedings. All costs and travel expenses associated with CINA/TPR trainings for staff attorneys shall be the responsibility of the Contractor. These trainings will count towards the twelve (12) hours of CINA/TPR continuing legal education and/or training requirements.
6. Certify, in writing on Contractor letterhead, each Contract year that all attorneys providing legal representation under this Contract have satisfied the twelve (12) hour CINA/TPR CLE and training requirement using the **Annual Continuing Legal Education and Training Certification Letter (Attachment JJ).**
7. Be subject to an intermediate sanction, including withholding of payment equal to $150 per day, which may be deducted directly from the monthly invoice, for any attorney who fails to obtain the requisite CINA/TPR annual CLE and training hours by the end of each Contract year, until the required hours are achieved.
8. Remove or replace, no later than thirty (30) days after the end of each Contract year, any attorney representing a child who fails to obtain the requisite CINA/TPR annual CLE and training hours by the end of each Contract year until the State’s Contract Monitor has received written verification that the non-compliant attorney has received the required CINA/TPR annual CLE and training hours.
9. **Legal Representation at Hearings and Other Proceedings**
10. Provide representation of children in the following types of CINA/TPR cases, which may include, but may not be limited to:
    * 1. Shelter Care Hearings (Emergency Cases, Hearings/Proceedings)
      2. Adjudication and Disposition Proceedings
      3. Permanency Planning Hearings
      4. Review Hearings
      5. Non-Emergent/Preliminary Hearings
      6. Court-Ordered Mediation Proceedings
      7. Commitment Hearings
      8. Exception Hearings
      9. Extension Hearings
      10. Adoption Proceedings
      11. Appellate Proceedings
      12. Voluntary Placement Proceedings
      13. TPR Guardianship Proceedings
      14. Ancillary Proceedings
11. Role of Counsel
12. Provide clients with all necessary legal services to ensure effective legal representation in all court-assigned and Ancillary Proceedings. Contractor shall ensure that all legal representation is in accordance with the **MARPC (Attachment Q**). In addition, the Contractor shall provide legal representation to a client that is consistent with the client’s legal interest.
13. Counsel all clients with commitment and dedication to the interests of the client and with zeal in advocacy upon the client's behalf, taking into consideration the client's cognitive and developmental abilities, including discussing the legal consequences of any proposed course of conduct.
14. Independent Investigations
15. Conduct thorough and independent investigations as necessary or appropriate for all CINA/TPR cases throughout life of the case. The Contractor shall provide written proof of any investigation upon request by the State’s Contract Monitor.
16. Be familiar, at each stage of the investigation and/or case, with the client’s point of view and current placement location. Pursuant to the Guidelines of Advocacy for Attorneys Representing Children, if the client is non-verbal and/or lacks considered judgment, the Contractor shall observe the client in the respective environment and conduct a thorough and independent investigation throughout the life of the case as necessary.
17. Ensure that the investigations are conducted by an employee of the Contractor who possesses at least one year of child welfare experience.
18. **Contacts with Client**
19. In addition to the minimum In-Person contact, ensure that the Assigned Attorney makes an In-Person Contact in the client’s placement at a minimum once every six (6) months.
20. Ensure that the Assigned Attorney has meaningful In-Person contact with the client prior to every scheduled hearing in an environment that will facilitate effective communication. Meaningful contact should result in a better understanding of the client’s background, legal position and/or emotional state of mind and provide the client, as age and developmentally appropriate, with an understanding of the proceedings. The preferred location for this contact is the child’s placement. If client meetings take place outside of the client’s placement, school, or home, within the community, i.e., restaurants or coffee shops, the Contractor shall ensure that the location of the meeting promotes meaningful contacts pursuant to the Contract and that client confidentiality be preserved. Phone calls will not be accepted as a substitute for In-Person meeting requirements.
21. When providing legal representation, permit an investigator, case worker, licensed social worker and/or an attorney employed by the Contractor to assist with additional client contacts, in addition to the In-Person contacts by the Assigned Attorney every six (6) months. The additional client contacts should provide an opportunity to observe the client’s home environment.
22. If the client resides in an out-of-State placement, have an In-Person contact in the client’s placement before each hearing, or at a minimum, every six (6) months.
23. Adhere to the individual practices of each jurisdiction regarding court contact with clients, investigations and reporting, in addition to the above outlined minimum requirements.
24. **Ancillary Proceedings**

Attend and participate in required, i.e. court-ordered, Ancillary Proceedings stemming from a CINA/TPR case.

1. **Appeals**
2. Consider and discuss with the client, as developmentally appropriate, the possibility and ramifications of filing an appeal. If after consultation, the client wishes to appeal a court order, and the appeal has merit based upon the judgment of the attorney, the Contractor shall take all steps necessary to perfect the appeal and seek appropriate temporary orders or extraordinary writs necessary to protect the interests of the child during the pendency of the appeal.
3. 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 is being reviewed. The attorneys shall discuss with the client, as developmentally appropriate, the ramifications of joining or responding to the appeal. In accordance with the client’s wishes and the Maryland Rules, the Contractor shall take all steps necessary to perfect or respond to the appeal and seek appropriate temporary orders or extraordinary writs necessary to protect the interests of the client during the pendency of the appeal.

**Note: The Department will not provide compensation for the mere filing of a Line in an appeal.**

1. File an Appellate Brief and attend the oral argument, if scheduled, in order to bill the Department. The brief shall be submitted to the State’s Contract Monitor electronically as a substitute for the court order in the MLSP electronic invoicing system. If a brief is filed and there is no oral argument, the Contractor may invoice the Department along with a copy of the court’s notice or court order.
2. **Continuity of Representation**
3. Assign each client’s case to a specific attorney (Assigned Attorney) and take appropriate measures to ensure continuity of representation for all clients.
4. Report in writing, any changes to the client’s Assigned Attorney, to the Contract Monitor pursuant to Section 2.5, Substitution of Personnel.
5. In the event the Contractor determines it is unable to provide or continue providing legal representation to a client, the Contractor must try to identify conflict counsel. The Contractor shall also notify the court as soon as possible of the substitute counsel or request prompt re-assignment to another Contractor or private Conflict Counsel in the jurisdiction. The Contractor shall notify the State’s Project Manager, in writing, of any cases that are re-assigned.
6. **Hours Per Case**

The Contractor shall dedicate no less than **8 hours** per Client per Contract year.

**2.3.1** Functional Area II Contractor Requirements:

1. **General Requirements**

New cases coming before the Circuit Court are filed by the various local departments of social services. MLSP Contractors are appointed to cases by the Circuit Court of each Maryland jurisdiction. Such appointments may occur on a daily basis.

The Contractors shall:

1. Ensure that the attorneys assigned to represent the alleged vulnerable adults under the Contract have a minimum of one-year (1) experience of Maryland-specific adult guardianship legal experience or five (5) years of general litigation experience. Adult guardianship experience means that the attorney was a member of the Maryland State Bar and was engaged in the practice of adult guardianship representation. Time spent, for example, as a law clerk or paralegal does not count towards the one-year or five-year minimum requirements.

1. Comply with Maryland Rule 10-106 (b), Eligibility for Appointment of attorneys for disabled adults.
2. Provide sufficient qualified staff to meet the requirements of APS/APGRB or related case representation so as to fulfill case projections for each jurisdiction, using the **Projected Staffing Form (Attachment QQ)**.
3. Ensure that each attorney providing legal representation under this Contract does not exceed a 1:100 Attorney-Client ratio.
4. Deliver legal services to indigent, alleged disabled adults and zealously advocate for the needs of each client.
5. Dedicate the necessary hours per case to adequately prepare for and represent a client in an APS/APGRB hearing, but no less than **six (6) hours** per case annually (**see Section 2.2.2.H, Hours Per Case**) to each client.
6. Not be permitted to seek payment from a client’s assets once a case has been accepted under the contract resulting from this solicitation.
7. **Continuing Legal Education (CLE)**

The Contractors shall:

1. Augment their direct legal experience in the court room and community setting with

professional training received via regional, statewide, and national training opportunities.

1. Require all staff providing legal representation under this Contract to obtain twelve (12) hours of Continuing Legal Education (CLE) and/or training annually in practice areas related to the representation of Clients involved in APS/APGRB and related proceedings.
2. Coordinate private, in-house training to support the training needs of the Contractor. The Contractor shall obtain prior written approval from the State’s Project Manager for APS/APGRB related continuing legal education and/or training that is not coordinated or hosted by the jurisdiction’s court and/or the MLSP. The MLSP shall not be responsible for any costs associated with private, in-house training.
3. Upon Completion of the training ensure that **Annual Training Verification Form** **Attachment II**) is completed by each attorney, approved by the Contractor’s Project Manager and forwarded to the State’s Contract Monitor no later than thirty (30) days after the conclusion of each APS/APGRB Contract year.
4. Require attorneys to attend MLSP sponsored training or facilitated court-mandated training during a Contract year to ensure that attorneys are properly trained in Maryland’s APS/APGRB practice and related proceedings. All costs and travel expenses associated with APS/APGRB trainings for staff attorneys shall be the responsibility of the Contractor. This training will count towards the twelve (12) hours of APS/APGRB continuing legal education and/or training requirements.
5. Certify, in writing on Company letterhead, each Contract year, all attorneys providing legal representation under this Contract have satisfied the twelve (12) hours of APS/APGRB CLE and/or training requirements using the **Annual Continuing Legal Education and Training Certification Letter** (**Attachment JJ**).
6. Be subject to a sanction, including deduction of up to $150 per day directly from the monthly invoice, for any attorney failing to obtain the required annual CLE and/or training hours by the end of each Contract year, until the required hours are achieved.
7. Remove or replace, no later than thirty (30) days of the end of each Contract year, any attorney providing legal representation under this Contract who fails to obtain the required annual CLE and/or training hours by the end of each Contract year until the State’s Contract Monitor has received written verification that the non-compliant attorney has received the required annual CLE education and/or training hours.
8. **Legal Representation at Hearings and Other Proceedings**
9. The Contractor shall provide Representation of adults in the following types of APS/APGRB cases, which may include, but may not be limited to:
10. Emergency Hearings
11. Exception Hearings
12. Extension Hearings
13. Settlement Hearings
14. Show Cause Hearings
15. Substitution of Guardian Hearings
16. Appellate Proceedings
17. Guardian of Property Hearings
18. Role of Counsel **–** Counsel all clients with commitment and dedication to the interests of the client and with zeal in advocacy upon the client's behalf, taking into consideration the client's cognitive and developmental abilities, including discussing the legal consequences of any proposed course of conduct.
19. Independent Investigations – The Contractor shall conduct thorough and independent investigations, as necessary or appropriate, for all APS/APGRB cases throughout the contracted life of the case and provide written documentation of the investigations upon request by the State’s Contract Monitor.

1. **Contacts with Client**

The Contractors shall:

1. Have meaningful Attorney-in-Person contact with each Client prior to a scheduled hearing or at least every six (6) months if a court hearing is not scheduled. The attorney shall obtain first-hand, a clear understanding of the Client’s situation and needs. When an attorney obtains notice of emergencies and significant events involving the Client between court hearings, (for example, a change of placement), the attorney shall interview or observe the client within a reasonable time that is commensurate with the nature of the event. As necessary or appropriate to the representation, the attorney shall attend treatment, placement, and administrative hearings, and other hearings. The in-person contact is not considered a hearing warranting payment.
2. Schedule all contact in the client’s surroundings, unless otherwise preferred by the Client. If the client elects to have alternate contact, the client’s preference shall be identified on the **Client Intake Form** (**Attachment AA**).
3. Adhere to the individual practices of a jurisdiction regarding court contact with clients, which shall include, but not be limited to, a contact prior to every scheduled hearing for the client.
4. **Ancillary Proceedings** – The Contractor shall attend and participate in required, i.e. court-ordered Ancillary Proceedings, stemming from an APS/APGRB case.
5. **Appeals**

The Contractor shall:

1. Consider and discuss with the client, as appropriate, the possibility and ramifications of filing an appeal. If after consultation, the client wishes to appeal a court order, and the appeal has merit based upon the judgment of the attorney, the Contractor shall take all steps necessary to perfect the appeal and seek appropriate temporary orders or extraordinary writs necessary to protect the interests of the adult during the pendency of the appeal.
2. 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 APS/APGRB case that is being reviewed. The attorneys shall discuss with the client, as appropriate, the ramifications of joining or responding to the appeal. In accordance with the client’s wishes and the Maryland Rules, the Contractor shall take all steps necessary to perfect or respond to the appeal and seek appropriate temporary orders or extraordinary writs necessary to protect the interests of the client during the pendency of the appeal.

**Note: The Department will not provide compensation for the mere filing of a Line in an**

**appeal.**

1. File an Appellate Brief and attend the oral argument, if scheduled, in order to bill the Department. The brief shall be submitted to the State’s Contract Monitor electronically as a substitute for the court order in the MLSP electronic invoicing system. If a brief is filed and there is no oral argument, the Contractor may invoice the Department along with the court order or notice.
2. **Continuity of Representation**

The Contractor shall:

1. Assign each client’s case to a specific attorney (Assigned Attorney) and take appropriate measures to ensure continuity of representation for all clients.
2. Report in writing, any changes to the client’s Assigned Attorney, to the Contract Monitor pursuant to Section 2.5, Substitution of Personnel.
3. In the event the Contractor determines it is unable to provide or continue providing legal representation to a client, the Contractor must try to identify conflict counsel. The Contractor shall notify the court as soon as possible of the substitute counsel or request prompt re-assignment to another Contractor or private conflict counsel in the jurisdiction. The Contractor shall notify the State’s Project Manager, in writing, of any cases that are re-assigned.
4. **Hours Per Case**

The Contractor shall dedicate no less than **6 hours** per Client per Contract year.

**2.3.2Administrative Requirements**

**Functional Area I – CINA/TPR and Functional Area II – APS/APGRB**

## The Contractor shall comply with the following administrative procedures and requirements. In addition

## to other remedies available under the Contract, failure to provide the information requested or to meet the

## minimum requirements will result in a finding of noncompliance under the Contract, and such action

## will be considered in future State contracts.

The Contractor shall:

## Case Files and Statistics

## Be responsible for obtaining all mandatory Client Intake case information. A Client Intake Form (Attachment AA) shall be retained for each case and appeal in which the Contractor represents clients under this Contract. The CINA/TPR or APS/APGRB Client Intake Form shall be continuously updated within one (1) week after any activity in the case. Upon request, provide it to the State’s Contract Monitor for review.

## Always retain confidential work product in a separate section of the Contractor’s client case file. For authorized State officials to properly monitor and confirm the Contractor’s activities, at a minimum, Contractor shall organize the client case information as indicated below. On an as needed basis, the Contractor shall provide additional access to the client case file which may include confidential work product.

## CINA/TPR or APS/APGRB Court Appointment Order

## Identification Number for Client

## Court Petition/Case Number for Client

## County of Jurisdiction

## Name of Client

## Birth Date of Client

## Date Court Exercised Jurisdiction over the Client

## If Applicable, Date of Case Transfer to Contractor

## Date Case Closed and Reason for Case Closure

## Name of Contractor’s Attorney Assigned to Case

## Date Contractor’s Attorney was Assigned to Case

## Brief Summary of Legal Issue (i.e. Reason client entered system)

## Number of Attorney In-Person Client Contracts per Contract Year

## Location and Date (per Contract Year) of the In-Person Client Contacts with the Client

## Number and Type of Court Proceedings (including date with year)

## Disposition of each CINA/TPR or APS/APGRB hearing or Appeal

## Actual Services Rendered on behalf of Client (i.e., Dated Summary of Specific Services Provided to Client)

## Number of Client’s Siblings/Other Children Involved in Same Proceedings CINA/TPR only

## Number of Client’s Siblings that Contractor is representing CINA/TPR only

## Actual Number of Attorney Hours Spent in Service to Client (per Contract Year)

## Explanation and/or Justification for CINA/TPR or APS/APGRB Conflict-of-Interest which precludes representation by the Contractor (if applicable)

## Explanation and/or Justification for CINA/TPR or APS/APGRB Postponement Requests (if applicable)

## Protect Client Confidentiality

## The use and/or disclosure by a Contractor of any protected CINA/TPR or APS/APGRB client information, under this Contract, for any purpose inconsistent with the responsibilities and/or official duties of the Contractor, or MLSP, is prohibited, except by Court Order, or upon written consent of the recipient and the responsible parent or guardian. The Contractor shall utilize the same client identification number for reporting purposes, for each client, throughout the entire Contract term.

C. Conflicts of Interest

### Upon realization that a CINA/TPR 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 the next business day (where appropriate) for prompt re-assignment to another contractor, or private Conflict Counsel in the jurisdiction as identified by the Contractor, State’s Project Manager, or the Judiciary. The Contractor shall, within one (1) week, document the reason for each case conflict or dispute and detail the actions taken by the Contractor to discontinue legal representation. Upon request, make the documentation available for review by the State’s Contract Monitor. The Contractor shall not receive payment for a case referred to the court for reassignment if referred before a billable hearing has occurred. However, if a conflict of interest arises because of circumstances that occur after a billable hearing, the Contractor shall be compensated in accordance with the terms of the Contract.

### D. Postponements

### The Contractor shall take all necessary steps to prevent postponements. Contractor is responsible for adhering to an awarded jurisdiction's Court practices regarding postponements. The Contractor will not be compensated for postponements.

### E. Law Firm Office Location

### To effectively carry out the services under the RFP and eliminate unnecessary case postponements and/or delays, Contractor shall maintain an office no more than a 50-mile radius of each awarded jurisdiction’s Circuit Court.

### F. Hours Per Case

### 1. The Contractor shall document the hours each attorney spends on each case. This concept is akin to a private attorney documenting billable hours for the purpose of invoicing a client for services provided to that client. CINA/TPR or APS/APGRB Annual Monitoring Report (Attachment OO).

### 2. The Contractor shall dedicate no less than the minimum required hours for CINA/TPR and APS/APGRB representation per case per year. While the actual hours per case documented will vary by case; Contractors shall spend sufficient time preparing for a case, conducting interviews, and zealously advocating for the interests of their clients. The documented hours will also be used by MLSP for internal monitoring and statistical purposes to gauge the average amount of time spent representing a client, filing briefs, attending hearings, meeting with the client, etc. and to gain a better understanding of the costs associated with representation.

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### MLSP staff will monitor a sampling of CINA/TPR or APS/APGRB cases each year as required for the Annual Contract Monitoring Site Visit (or Compliance Audit) to ensure compliance by the Contractor.

### If the 3hours per case are not documented in the Contractor’s file, upon request, Contractor shall provide the missing information. MLSP staff may request a Corrective Action Plan (CAP) if there appears to be a pattern of not achieving or documenting this information. As with a CAP or other failure to meet contract deliverables or requirements, MLSP may withhold payment to the Contractor until the hours per case requirement is satisfied or suspend the assignment of new cases.

### G. Staffing/Caseload Requirements

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### The Contractor shall:

### 1. Not permit any subcontracting of the core services (see Section 2.2, Background and Purpose) under this Contract. Core services include representation by the attorneys, investigators, paralegals, the Project Manager and supervising attorneys. All attorneys assigned to represent clients under this Contract shall be employees of the Contractor.

### 2. Ensure 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. A current Letter of Good Standing must be included with the Proposal for every attorney expected to provide services under the Contract. Any pending complaints with the Attorney Grievance Commission must be disclosed for any attorney providing services under the Contract and the attorney shall be prohibited from handling cases until the resolution of the grievance.

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### 3. Using the Projected Staffing Form (Attachment QQ), identify sufficient qualified staff to ensure that attorneys serving under this Contract do not exceed a 1:100 Attorney/Client Ratio per attorney for Functional Area I (CINA/TPR) or 1:100 Attorney/Client Ratio for Functional Area II (APS/APGRB).

### 4. Provide direct supervision over any attorney who has less than the required years of specific legal representation experience until the minimum years of experience have been obtained. The supervising attorney is required to be physically present during all court-ordered proceedings at least until the minimum years of experience have been attained.

### 5 Ensure that the compensation level for assigned attorneys meets or exceeds the floor salary including benefits, of $70,000 (full-time equivalency), as established by the Department. The State requires a quality and stable workforce to be employed under this Contract. The Contractor shall provide an Annual Monitoring Report (Attachment OO) to the State’s Project Manager, stating the staff hourly wage or salary, number of hours worked for the Contract Year, total amount paid with fringe benefits (listed individually) to substantiate compliance with the compensation level as stated above.

2.3.3 Additional Requirements

#### 2.3.3.1In addition to the requirements of Section 2.5, Substitution of Personnel, the Contractor shall:

### Notify the State’s Contract Monitor, on a rolling basis, of the change in staffing, any new hires, resignations, terminations, or complaints with Attorney Grievance Commission of essential staff using the Changes in Staffing Report Form (Attachment KK).

### Ensure that prior to the hiring, assignment or replacement of any attorneys assigned under the Contract, the Contractor provides the State’s Contract Monitor a current resume, Letter of Good Standing from the Court of Appeals of Maryland, and background check verification to verify qualifications to serve under the Contract.

### Submit, using the Annual Monitoring Report (Attachment OO), the actual number of hours Contractor’s personnel’s work on this project and the number of cases represented in court for the month.

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### 2.3.3.1 Accounting Management

### Contractors shall maintain accounting and reporting systems as well as establish adequate internal control over revenue and expenses related to services provided under the Contract that are in accordance with generally accepted accounting principles and the specifications as set forth in this solicitation.

### Contractors shall cooperate and interface with the State for routine, periodic or special compliance audits as deemed appropriate by the State. Interfacing includes having and utilizing adequate and specific computer software and hardware as well as completing all necessary forms in accordance with the timeframe specified.

### 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. By not co-mingling funds, Contractors shall account for the revenue received that is associated with this Contract and related expenses incurred by the Contractor in providing the requested services. Expenses may include both direct expenses (such as employee salary and related transportation cost) and indirect expenses (such as rent expense for office space, telecommunications expenses, and office supplies). For indirect expenses charged to the Contract, the Contractor shall be able to provide documentation for how the indirect cost was calculated, the allocation methodology used and justification for how the cost supports services provided under this Contract. All authorized Department personnel or State auditors must be able to clearly monitor the revenues and expenses associated with this Contract. Failure to comply with this clause, in addition to any other remedies available under the Contract, may result in the withholding of payments until the State’s Contract Monitor finds the Contractor in compliance.

### 2.3.3.4Information Technology

### Contractors shall use Microsoft Edge browser, or a more recent version. Contractors shall have Windows 11, XP, or above. Contractors shall have at a minimum, the capability of web-based login and data entry.

#### 2.3.3.5 Deliverables

### Submit the reports below to the State’s Contract Monitor, unless otherwise indicated, and on the following dates:

### Functional Area I – CINA/TPR reports are due by the 15th of each month for the preceding month’s activities and submitted using the Maryland Legal Services Program electronic invoicing system at <https://mlsp.mymdthink.maryland.gov/>.

1. Functional Area II – APS/APGRB reports are due by the **30th** of each month for the preceding month’s activities and submitted using the Maryland Legal Services Program electronic invoicing system at[**https://mlsp.mymdthink.maryland.gov/**](https://mlsp.mymdthink.maryland.gov/).

### Request for Payment Summary – must be submitted as designated above.

### E. Monthly Client Case List Import Template (Attachment MM) – must be submitted as designated above.

### F.Monthly Postponement Report – must be submitted at the time designated above at [ask.mlsp@maryland.gov](mailto:ask.mlsp@maryland.gov). (Attachment LL)

### G,Changes in Staffing Report – must be submitted at the time designated above at [ask.mlsp@maryland.gov](mailto:ask.mlsp@maryland.gov). (Attachment KK)

### H.Appellate Brief – must be submitted at the time designated above at [ask.mlsp@maryland.gov](mailto:ask.mlsp@maryland.gov).

### I. Annual Continuing Legal Education and Training Certification Letter (Attachment JJ) - must be submitted no later than 30 days after the conclusion of the Contract year at [ask.mlsp@maryland.gov](mailto:ask.mlsp@maryland.gov).

### J. Annual Monitoring Report (Attachment OO) - must be submitted no later than 30 days after the conclusion of the Contract year at [ask.mlsp@maryland.gov](mailto:ask.mlsp@maryland.gov).3

### K. Ad Hoc Reports – due when requested by the Contract Monitor and, in the format, requested.

**Note: In addition to other remedies available under the Contract, failure to submit all reports/documentation by the due date, and/or failure to incorporate required revisions to the reports, may result in a penalty of up to $150 per day, for each delinquent report, until corrected. The penalty may be deducted from future invoice payments**.

1. **Deliverable Submission**

For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.

M, **Deliverable Acceptance**

1. The Contract Monitor shall review the final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from MLSP management. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from MLSP management.
2. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the Contract Monitor.
3. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
4. **Minimum Deliverable Quality**

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

1.Be presented in a format appropriate for the subject matter and depth of discussion.

2.Be organized in a manner that presents a logical flow of the deliverable’s content.

3.Represent factual information reasonably expected to have been known at the time of submittal.

4.In each section of the deliverable, include only information relevant to that section, that each section of the deliverable is completed, and the deliverable is fully executed.

5.Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.

6.Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.

7.Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

8.Contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**Deliverable Descriptions/Acceptance Criteria**

In addition to the items identified in the table below, the State’s Contract Monitor, or the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

**Deliverables Summary Table\***

|  |  |  |  |
| --- | --- | --- | --- |
| **ID #** | **Deliverable Description** | **Acceptance Criteria** | **Due Date / Cadence** |
| (Invoicing System) | Request for Payment Summary | Form submitted electronically using MLSP system at <https://mlsp.mymdthink.maryland.gov/> | Functional Area I – CINA/TPR is due by the 15th of each month for the preceding month’s activities or Functional Area II – APS/APGRB is due by the 30th of each month for the preceding month’s activities. |
| Attachment MM | Monthly Client Case List Import Template | Form submitted electronically using MLSP system at  <https://mlsp.mymdthink.maryland.gov/> | Functional Area I – CINA/TPR is due by the 15th of each month for the preceding month’s activities or Functional Area II – APS/APGRB is due by the 30th of each month for the preceding month’s activities. |
| Attachment LL | Monthly Postponement Report | Submit at [ask.mlsp@maryland.gov](mailto:ask.mlsp@maryland.gov). | Functional Area I – CINA/TPR is due by the 15th of each month for the preceding month’s activities or Functional Area II – APS/APGRB is due by the 30th of each month for the preceding month’s activities. |
| Attachment KK | Changes in Staffing Report | Submit at [ask.mlsp@maryland.gov](mailto:ask.mlsp@maryland.gov). | Functional Area I – CINA/TPR is due by the 15th of each month for the preceding month’s activities or Functional Area II – APS/APGRB is due by the 30th of each month for the preceding month’s activities. |
| Due when invoicing for an Appeal to the Appellate Court or Supreme Court of Maryland | Appellate Brief | Submit at <https://mlsp.mymdthink.maryland.gov/> | Functional Area I – CINA/TPR is due by the 15th of each month for the preceding month’s activities or Functional Area II – APS/APGRB is due by the 30th of each month for the preceding month’s activities. |
| Attachment JJ | Annual Continuing Legal Education and Training Certification Letter | Submit at [ask.mlsp@maryland.gov](mailto:ask.mlsp@maryland.gov). | Must be submitted no later than 30 days after the conclusion of the Contract year. |
| Attachment OO | Annual Monitoring Report | Submit at [ask.mlsp@maryland.gov](mailto:ask.mlsp@maryland.gov). | Must be submitted no later than 30 days after the conclusion of the Contract year. |

\*The deliverables summary table may not list every contractually required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

### Experience and Personnel

2.4.1 Preferred Offeror Experience

THIS SECTION IS INAPPLICABLE TO THIS REFP

Experience

2.4.4 Key Personnel Identified

### The Contractor’s Key Personnel are those persons identified by the Contractor to fulfill the work to be performed under this Contract using the Projected Staffing Form (Attachment QQ). Key Personnel shall include, at a minimum, the Contractor’s Project Manager, Supervising Attorney(s) and Attorney used to meet the Minimum Experience Requirements.

### 2.4.6 Contractor Personnel

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### 2.4.6.1 Professionalism and Civility

### The Contractors shall ensure that proper professional demeanor and civility is employed at all times by all staff associating with the members of the Bar, the Maryland Judiciary, social workers, MLSP staff, and/or any other individuals with whom the Contractor’s staff may come into contact while performing under the Contract. All attorneys shall comply with the Maryland Rules of Professional Conduct.

### Note: In addition to other remedies available under the Contract, Contractor’s failure to abide by the professionalism provision of this Contract may be considered a breach of Contract resulting in the withholding of the monthly Contract payment until resolution.

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2.4.7 Contractor Personnel Maintain CertificationsAny Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

## 2.5 Substitution of Personnel

## 2.5.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

1. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
2. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Written notice of removal of Key Personnel by the Contractor from working under the Contract must be provided to the Contract Monitor within 5 days of the removal. Said notice shall also include the name and resume of the replacement personnel.
3. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

2.5.2 Definitions

For the purposes of this section, the following definitions apply:

1. **Extraordinary Personal Event** – means any of leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
2. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

### 2.5.3Contractor Key Personnel General Substitution Provisions

The following provisions apply to all the circumstances of Contractor Key Personnel substitution described in **Section 2.5.4**.

1. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
2. The Contractor shall provide the Contract Monitor with a substitution notice that shall include:
   1. A detailed explanation of the reason(s) for the substitution notice.
   2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor.
   3. The official resume of the current personnel for comparison purposes.
   4. Evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution.

1. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold acceptance of a proposed Contractor Personnel replacement.

### 2.5.4 Replacement Circumstances

1. **Directed Personnel Replacement**
   1. The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **2.5.4.A.2**.
   2. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice or in the timeframe set forth in the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
   3. Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
   4. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State’s remedies under the Contract or which otherwise may be available at law or in equity.
   5. If the Contract Monitor determines to direct substitution under **2.5.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State’s best interests to remove the Contractor Personnel with less than fifteen (15) days’ notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
   6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **2.5.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.
2. **Key Personnel Replacement** 
   1. To replace any Key Personnel in a circumstance other than as described in **2.5.4.C**, including transfers and promotions, the Contractor shall submit a substitution notice as described in **Section 2.5.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change.
3. **Key Personnel Replacement Due to Sudden Vacancy**
   1. The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 2.5.4.B.1**.
   2. Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 2.5.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
4. **Key Personnel Replacement Due to an Indeterminate Absence**
   1. If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 2.5.3**.

### 2.5.5Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

## Supplemental Category of Work Requirements and Responsibilities

THIS SECTION IS INAPPLICABLE TO THIS RFP.

# Standard Terms and Conditions

## Contract Initiation Requirements

Once all approvals have been obtained and the Contract is fully executed, the Procurement Officer may schedule a kickoff meeting to be held prior to commencement of Contract performance.

## End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor at the end of the contract term or upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner and shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition. Additional instructions regarding transition services may be provided in the event of a Notice of Termination issued by the State.

## Invoicing

Submission of an invoice constitutes the Contractor’s verification that the information in the invoice is accurate as of the time of submission.

1. The Contractor shall submit all invoices to the Contract Monitor using the MLSP electronic invoicing system: <https://mlsp.mymdthink.maryland.gov/>
2. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
3. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
   1. Contractor name and address;
   2. Remittance address;
   3. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
   4. Invoice period (i.e. time period during which services covered by invoice were performed);
   5. Invoice date;
   6. Invoice number;
   7. State assigned Contract number;
   8. State assigned (Blanket) Purchase Order number(s);
   9. Goods or services provided;
   10. Amount due;
   11. Appointment Orders. The Appointment Orders shall contain the name of the client, the petition/case number, the Contractor’s name and name of the attorney assigned to represent the client, and the date and signature of the presiding Judge. All other confidential or privileged information in the Order may be redacted prior to submission to MLSP;
   12. Court Orders and/or Certificates of Attendance. The Court Orders and/or Certificates of Attendance shall contain the name of the client, the petition/case number, the Contractor/Assigned Attorney’s name, date of the hearing, verification of the attorney's appearance and signature of the presiding Judge;
   13. In the event the Contractor is unable to obtain the Court Order due to the death of the client, the attorney must submit proof that services were provided prior to the scheduled hearing to receive payment; and
   14. Any additional documentation required by regulation or the Contract.
4. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
5. The Department reserves the right to reduce or 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 otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
6. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
7. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
8. Invoices for final payment shall be clearly identified as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than sixty (60) calendar days from the Contract termination date.
   * 1. **Invoice Deemed Payable**

For the purposes of the Contract, amount will not be deemed due and payable if:

1. The amount invoiced is inconsistent with the Contract;
2. The proper invoice has not been received by the party or office specified in the Contract;
3. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
4. The Contract provides for progress payments, and the proper invoice for the progress payment has not been submitted pursuant to the schedule;
5. The Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
6. The Contractor has not submitted satisfactory documentation or other evidence required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

### Travel Reimbursement

Travel will not be reimbursed under this Contract. Contractors shall be financially responsible for all costs incurred, including mileage, food or hotel expenses associated with a given case.

## Liquidated Damages

### MBE Liquidated Damages

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS RFP.

## Problem Escalation Procedure

No later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier, the Contractor must provide, and thereafter, maintain a Problem Escalation Procedure (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 timeframes and must include:

1. Contact information
2. The process for establishing the existence of a problem;
3. Names, titles, and contact information for progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
4. For each individual listed in the Contractor’s PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor’s PEP;
5. Expedited escalation procedures and any circumstances that would trigger expediting them;
6. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
7. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
8. A process for updating and notifying the Contract Monitor of any changes to the PEP.
9. The PEP must be updated within ten (10) Business Days after any change in circumstance which changes the PEP but not less than annually within ten (10) Business Days after the start of each Contract year.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

## Work Orders

THIS SECTION IS INAPPLICABLE TO THIS RFP.

## Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at:

https://www.marylandcomptroller.gov/content/dam/mdcomp/md/state-accounting/forms/GADX10Form.pdf

## Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, **Section 30** “Prompt Pay Requirements” (see **Exhibit 1 - Sample Contract**). Additional information is available on GOSBA’s website at: <http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

## Federal Funding Acknowledgement

There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment H**).

The total amount of federal funds allocated for the Maryland Legal Services program is eight hundred sixty thousand twenty-seven dollars in Maryland State fiscal year 2025. This represents 17% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

The Contract contains federal funds. The source of these federal funds is: IV-E foster care. The CFDA number is: 93.658. The conditions that apply to all federal funds awarded by the State are contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally funded contract are contained as supplements to Federal Funds **Attachment H** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions which are part of the Contract.

## Conflict of Interest Affidavit and Disclosure

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment** **I**) and submit it with its Proposal.

By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Bid in violation of this provision shall be classified as “not responsible.”

## Non-Disclosure Agreement

3.11.1 Non-Disclosure Agreement (Bidder/Offeror)

A Non-Disclosure Agreement (Bidder/Offeror) is not required for this procurement.

### 3.11.2 Non-Disclosure Agreement (Contractor)

This solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment S**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

## Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations website for Maryland Healthy Working Families Act Information: <https://dllr.state.md.us/paidleave/>.

## The State of Maryland’s Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland’s State Finance & Procurement Article §14-410](https://trackbill.com/bill/maryland-house-bill-629-environmentally-preferable-procurement-maryland-green-purchasing-committee/647077/) defines environmentally preferable purchasing as “the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose.” Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

## Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

* + 1. The following type(s) of insurance and minimum amount(s) of coverage are required:

1. Commercial General Liability - One million dollars ($1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars ($3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
2. Errors and Omissions/Professional Liability - One million dollars ($1,000,000) per combined single limit per claim and three million dollars ($3,000,000) annual aggregate.
3. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of one million dollars ($1,000,000) per loss, and a minimum single loss retention not to exceed ten thousand dollars ($10,000), with the State of Maryland listed as a “loss payee.”
4. Cyber Security / Data Breach Insurance – Five million dollars ($5,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.
5. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than. one million dollars ($1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
6. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
   * 1. The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.
     2. All insurance policies shall be endorsed to include a clause requiring the insurance carrier to provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are canceled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
     3. Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
     4. The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
     5. Subcontractor Insurance

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

## Non-Compete Clause Prohibition

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror’s employees and agents filling the positions set forth in the staffing requirements of Section 2.3.5 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

# Proposal Submission Information and Instructions

## eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Pre-Proposal Conference (Conference) summary and attendance sheet, Offerors’ questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be made available via eMMA.

To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to [emma.maryland.gov](https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage), click on “New Vendor? Register Now” to begin the process, and then follow the prompts.

## Electronic Means

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 Bond documents determined by the State to require original signatures; or
2. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

Any E-mail transmissions are only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

“Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

## Pre-Proposal Conference

If a Conference will be held, the date, time, and location is indicated on the **Key Information Summary Sheet.** Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE participating goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a offeror’s good faith efforts if there is a waiver request.

It is highly recommended that all Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the RFP requirements and the socio-economic goals for this solicitation.

MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.

In order to assure adequate accommodations at the Conference, please email the completed **Attachment 2** for those expected to attend the Conference to the Procurement Officer no later than the time and date indicated on the **Key Information Summary Sheet**. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. Reasonable efforts will be made to provide such special accommodation.

If the Conference is in person, attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

## Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title for this RFP, must be submitted in writing via e-mail or eMMA to the Procurement Officer no later than the date and time specified in the **Key Information Summary Sheet**. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

* + 1. Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
    2. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the State unless it issues an amendment to the solicitation in writing.

## Proposal Due (Closing) Date and Time

Proposals must be received by the Procurement Officer no later than the Proposal due date and time indicated on the **Key Information Summary Sheet** to be considered. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after that date will not be considered. Requests for extension of this date or time shall not be granted.

For Proposals accepted via email, the time stamp to indicate receipt of the Proposal by the State, is the posted date and time in the Procurement Officer’s email inbox.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the **Key Information Summary Sheet** for receipt of Proposals.

Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Potential Offerors not responding to this solicitation are requested to submit the “No Bid/Proposal Notice/Vendor Feedback” form **Attachment 1**, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

## Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

## Public Information Act Notice

The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2. Table A, Tab B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

## Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

## Duration of Proposals

Proposals submitted in response to this RFP are irrevocable for the latest of the following: **180** days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

## Revisions to the RFP

* + 1. All revisions to the RFP before the due date for Proposals will be published in an addendum to the RFP and posted on eMMA and reasonable effort will be made to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It is the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
    2. Offerors shall acknowledge receipt of all addenda to this RFP issued before the Proposal due date in the Transmittal Letter accompanying the Offeror’s Technical Proposal.
    3. Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
    4. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
    5. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

## Cancellations

* + 1. This RFP may be cancelled as provided in COMAR 21.06.02.02.
    2. The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
    3. The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
    4. In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
    5. If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

## Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

## Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

## Offeror Responsibilities

* + 1. An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all the requirements requested in this solicitation and the successful Offeror (the Contractor) remain responsible for Contract performance regardless of subcontractor participation in the work. Offerors must be able to provide all goods and services and meet all the requirements requested.
    2. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified using Attachment D or Attachment E as appropriate. Guidance for completing the Attachments is provided in the appropriate Appendix or Appendices to this RFP (see “Attachment P- MBE Participation Goal” and “Attachment P- VSBE Participation Goal”).
    3. If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, 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, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
    4. A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

## 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, attached hereto as **Exhibit 1 – Sample Contract.** Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror’s Proposal. The State reserves the right to accept or reject any exceptions.**

## Compliance with Laws/Arrearages

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 applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

## Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at 123 Market Place Baltimore, MD 21202. For registration information, visit https://www.egov.maryland.gov/businessexpress.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror’s failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

## False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

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.

A person may not aid or conspire with another person to commit an act under 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 five (5) years or both.

# Proposal Submission Information and Instructions

## Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

1. Volume I –Technical Proposal
2. Technical Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.
3. Volume II – Financial Proposal
4. Financial Proposal shall be submitted by the due date and time stated on the Key Information Summary Sheet, page iii of the RFP.

## Proposal Delivery and Packaging

* + 1. Proposals delivered by courier, postal service, facsimile, or email shall not be considered.
    2. Pricing information shall not be included in the Technical Proposal. Pricing information shall not be included in the media submitted in the Technical Proposal.

Proposals shall only be accepted via the State’s internet-based electronic procurement system, eMMA. Instructions on how to submit proposals electronically can be found at:

https://mdprocurement.freshdesk.com/support/solutions/articles/70000592967-responding-to-solicitations-rfp-vendor-

* + 1. Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
    2. Any Proposal received electronically for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely
    3. The Procurement Officer must receive all electronic Proposal materials by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
    4. Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](https://procurement.maryland.gov/emma-qrgs/) (QRG) labeled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.
    5. Offerors shall provide their Proposals in Two Part (Double Envelope) Submission:

1. Any Proposal received electronically for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely.
2. The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
3. Offerors shall provide their Proposals, identified as follows:
4. Volume I - Technical Proposal consisting of:
   1. One (1) original executed Technical Proposal and all supporting material marked;
   2. Technical Proposal in searchable Adobe PDF format; and
   3. A second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.7**), and
5. Volume I - Financial Proposal consisting of:
   1. One (1) original executed Financial Proposal and all supporting material marked;
   2. An electronic version of the Financial Proposal in searchable Adobe PDF format; and
   3. a second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.7**).

## Volume I - Technical Proposal

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Only include pricing information in the Financial Proposal (Volume II).

* + 1. In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . .; “Section 2.2.2 Response . . .,”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
    2. Attachments, Documents, and Information Required with the Technical Proposal (Table A)

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a **TAB** as detailed below:

Table A = Proposal may be rejected if the required Attachment is not submitted or is inaccurate or incomplete.

| **TABLE A – Attachments and Documents Required with the Proposal** | | | |
| --- | --- | --- | --- |
| **Proposal TAB** | **Attachment #** | **Attachment Name / Tab Section and Description** |
| **Tab A** |  | **Title Page and Table of Contents**  The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number. |
| **Tab B** |  | **Claim of Confidentiality (If Applicable)**  Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.7 “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation – any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included. Otherwise, note under TAB B – “Not applicable”. |
| **Tab C** | **F** | **Bidder/Offeror Information Sheet**  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-F.-Bidder-Offeror-Information-Sheet.pdf> |
| **Tab D** |  | **Executive Summary &**  **Acknowledgement** of all addenda to this RFP.  The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.  In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.14 “Offeror Responsibilities”**).  The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Exhibit 1**), or any other exhibits, appendices, supplementals, or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal determined to be unacceptable or classified as not reasonably susceptible of being selected for award or the Offeror determined to be not responsible.** |
| **Tab E** |  | **Minimum Qualifications**  The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1. If references are required in RFP Section 1, those references shall be included in **Attachment L.** |
| **Tab F** |  | **Offeror Technical Response to RFP Requirements and Proposed Work Plan** |
| The Offeror shall address each RFP requirement (RFP **Section 2**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** in order and shall contain a cross reference to the requirement. |
| The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2**, **Contractor Requirements: Scope of Work**. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan. |
| Implementation Schedule – Offeror shall provide the proposed implementation schedule with its Proposal. |
| The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.5**. |
| Non-Compete Clause Prohibition – To evidence compliance with the non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business. |
| Other information as requested in section 2.6 **Supplemental Work Requirements**. |
| **Tab G** |  | **Experience and Qualifications of Proposed Staff**  The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the personnel experience criteria in **Section 2.3.6**. Specifically, the Offeror shall: |
| Describe in detail how the proposed staff’s experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. |
| Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. |
| Include letters of intended commitment to work on the project. If proposed personnel are included, Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in **Section 2.5.5**). |
| Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document. |
| If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours. |
| **Tab H** |  | **Offeror Qualifications and Capabilities**  The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror experience criteria in **Section 1.1** The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:   * The number of years the Offeror has provided similar goods and services; * The number of clients/customers and geographic locations that the Offeror currently serves; * The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract; * The Offeror’s process for resolving billing errors; and * An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror. |
| **Tab I** | **L** | **Reference Checks**  At least three (3) reference **letters** are requested documenting the Offeror’s ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Offeror must have provided goods and services within the past five (5) years and shall include the following information:   * 1. Name of client;   2. Name, title, telephone number, and e-mail address, if available, point of contact for client organization; and   3. Value, type, duration, and description of goods and services provided.   The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance. |
| **Tab J** | **M** | **List of Current or Prior State Contracts**  Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:   * 1. The State contracting entity;   2. A brief description of the goods and services provided;   3. The dollar value of the contract;   4. The term of the contract;   5. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and   6. 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 used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP. |
| **Tab K** |  | **Financial Capability**. **(Submit under TAB K)** The Offeror must include in its Proposal a commonly accepted method to prove its fiscal integrity.  **If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).**  In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:   * Dun & Bradstreet Number and Rating; * Standard and Poor’s Rating; * Lines of credit; * Evidence of a successful financial track record; and * Evidence of adequate working capital. |
| **Tab L** |  | **Certificate of Insurance**  The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. (The current insurance types and limits do not have to be the same as described in **Section 3.14** but will be the requiredinsurance certificate submission for the apparent awardee.) |
| **Tab M** | **P** | **Prime Contractor List of ALL Subcontractors  Anticipated/Used During Contract**  The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP. |
| **Tab N** | **N** | **Legal Action Summary**  This summary shall include:   * A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action; * 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 court, case name, complaint number, and a brief description of the final ruling or determination; and * In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court. |
| **Tab O** |  | **Economic Benefit Factors**  If Section 6.2.5 Economic Benefit to State of Maryland are required as an evaluation criterion, **Appendix 4** |
| **Tab P** | **A** | **Bid/Proposal Affidavit**  An Offer submitted by the Offeror must be accompanied by a completed Bid/Proposal Affidavit.  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-A.-Bid-Proposal-Affidavit.pdf> |
| **C** | **Bid Bond**  **N/A** |
| **D** | **MBE Forms D-1A**  [**N/A**](https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) |
| **E** | **Veteran-Owned Small Business Enterprise (VSBE) Form E-1**A  **N/A** |
| **Tab Q** | **G** | **Maryland Living Wage Requirements Affidavit of Agreement**  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-G.-Maryland-Living-Wage-Requirements-Affidavit-of-Agreement.pdf> |
| **H** | **Federal Funds Attachments**  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-H.-Federal-Funds-Attachment.pdf> |
| **I** | **Conflict of Interest Affidavit and Disclosure**  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-I.-Conflict-of-Interest-Affidavit.pdf> |
| **J** | **Mercury Affidavit**  **N/A** |
| **K** | **Location of the Performance of Services Disclosure**  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-K.-Location-of-the-Performance-of-Services-Disclosure.pdf> |
| **O** | **Payment of Employee Healthcare Expenses Certification**  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-O.-Payment-of-Employee-Healthcare-Expenses-Certification.pdf> |
| **Q** | **Labor Resume Form**  **N/A** |
| **R** | **Corporate Diversity Addendum**  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-R.-Corporate-Diversity-Addendum.pdf>  *Note: This document is for data collection only.* |
| **Z** | **N/A** |
|
| **BB** | **CINA-TPR Projected Caseload Chart Part 1 (Functional Area I)** |
| **BB1** | **CINA-TPR Projected Caseload Chart Part 2 (Functional Area II)** |
| **DD** | **Criminal Background Check Affidavit** |
| **EE** | **Requested Caseload Form** |
| **FF** | **Financial Stability Worksheet** |
| **GG** | **Allocation of Personnel Worksheet** |
| **HH** | **Allocation of Personnel Example Worksheet** |

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## Volume II – Financial Proposal

| **TABLE A (Continued) - Attachments and Documents Required with the Proposal** | | | |
| --- | --- | --- | --- |
| **Proposal TAB** | **Attachment #** | **Attachment Name / Tab Section and Description** |
| **Financial Proposal submitted separately from Technical Proposal** | **B** | **The Price Form** (as specified within eMMA) **Do not alter this Price Form** or leave blank any items on the Price Form or include additional clarifying or contingent language on or attached to the Price Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the State.  The Price Form must be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Form. (See **Appendix 2** for specific **Price Form Instructions**.) | |

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# Evaluation and Selection Process

## Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

## Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

* + 1. Offeror’s Technical Response to Requirements and Work Plan

The State prefers the Offeror’s Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Proposals that address and demonstrate an understanding of the work requirements and include plans to meet or exceed them.

* + 1. Experience and Qualifications of Proposed Staff
    2. Offeror Qualifications and Capabilities, including proposed subcontractors
    3. Offeror Past Performance
    4. Economic Benefit to State of Maryland (See **Appendix 4 - Economic Benefit Factors**)

## Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest price (most advantageous) to the highest price (least advantageous) based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted in **Attachment B - The Price Proposal Form.**

## Reciprocal Preference

* + 1. 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. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

1. The Maryland resident business is a responsible Offeror;
2. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
3. The other state gives a preference to its resident businesses through law, policy, or practice; and
4. The preference does not conflict with a federal law or grant affecting the procurement Contract.
   * 1. The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

## Selection Procedures

### General

1. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
2. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror’s Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

### Selection Process Sequence

1. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment** **D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment** **E-1**) is included and is properly completed, if there is a VSBE goal.
2. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State’s requirements and the Offeror’s ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
3. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Technical Proposal. Technical Proposals are given a final review and ranked.
4. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror’s entire Proposal.
5. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 2.5 (Substitution of Personnel).**

### Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

## Documents Required upon Notice of Recommendation for Contract Award RFP Attachments (Table B)

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **TABLE B - Documents Required upon Notice of Recommendation for Contract Award** below.

|  |  |
| --- | --- |
| **TABLE B - Documents Required upon Notice of Recommendation for Contract Award** | |
| **Attachment** | **Attachment Name** |
| **D** | **N/A** |
| **E** | **N/A** |
| **S** | **Non-Disclosure Agreement (Contractor)**  [https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf](https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-S.-Non-Disclosure-Agreement-Contractor.pdf%20) |
| **T** | **HIPAA Business Associate Agreement**  **N/A** |
| **U** | **Contract Affidavit**  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-U.-Contract-Affidavit.pdf> |
| **V** | **DHS Hiring Agreement**  <https://procurement.maryland.gov/wp-content/uploads/sites/12/2024/07/Attachment-V.-DHS-Hiring-Agreement.pdf> |
| **W** | **Performance Bond**  **N/A** |
| **X** | **Payment Bond**  **N/A** |
| **Y** | **Date Use Agreement**  **N/A** |
| **II** | **Annual Training Verification Form**  **(As directed in forms)** |
| **JJ** | **Annual Continuing Legal Education and Training Certification Letter**  **(As directed in forms)** |
| **KK** | **Changes in Staffing Report Form**  **(As directed in forms)** |
| **LL** | **Postponement Report**  **(As directed in forms)** |
| **MM** | **Client Case List Import Template**  **(As directed in forms)** |
| **NN** | **Annual Case Activity Update Form**  **(As directed in forms)** |
| **OO** | **Annual Monitoring Report**  **(As directed in forms)** |
| **PP** | **Monitoring Results Memorandum**  **(As directed in forms)** |

**6.7 RFP Appendices and Exhibits**

The Appendices and Exhibits listed below in Tables C and D are reference documents needed to assist the offerors in preparing their proposals in response to this solicitation. If a specific Appendix or Exhibit is not required for this solicitation, it is listed in the tables as “Not applicable” or “N/A”.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table C below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table C below in the “When to Submit” column.

**Appendices Table C**

|  |  |
| --- | --- |
| **TABLE C - APPENDICES** | |
| **Appendix #** | **Appendix Name** |
| **1** | **Abbreviations and Definitions** |
| **2** | **Price Form Instructions** |
| **3** | **Living Wage Requirements** |
| **4** | **Economic Benefit Factors** |

**Exhibits (Table D)**

|  |  |
| --- | --- |
| **TABLE D - Exhibits** | |
| **Exhibit #** | **Exhibit Name** |
| **1** | **Sample Contract** |
| **2** | **Deliverable Product Acceptance Form (DPAF)**  **N/A** |