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

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

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

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

PRESENT FROM MARYLAND DEPARTMENT OF HEALTH:

RUFUS BERRY, Procurement Officer

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

GREG SESEK, Director, Office of Adult Services

CHANDRA MILLER, DHS Procurement Coordinator, Small Business Reserve Liaison

KANISHA REED, Procurement Division

ARETHA ECTOR, ESQUIRE, Assistant Attorney General

VENDORS PRESENT:

MEG OSHAI, Director
Nucareway Health Services, LLC

CHRISTINA ABANGE, Nursing Director
Love One Home Healthcare

ELIZABETH WEGLEIN, Elizabeth Cooney Personal Care

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

This conference is being recorded and transcribed. Therefore, I ask everyone to speak clearly for the record so that -- because we will be publishing this transcript on eMaryland Marketplace, so
we ask that you speak clearly, identify yourself, as well as the organization and the -- the organization that you represent, as well -- as well as your contact information. That's why we ask that you put it in the chat section, so that we can provide that to the reporter.

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

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

MS. MILLER: Hello. I'm Chandra Miller, Procurement Coordinator with DHS; also the Small Business Reserve Liaison.
MR. BERRY: Ms. Debbie, are you able to hear everyone? I was speaking to the court reporter, Ms. Debbie.

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

MS. MILLER: Do you need me to repeat?

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

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

MR. BERRY: Yes. Thank you.

MS. MILLER: Thank you.

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

MR. SESEK: Good morning, everyone. I'm Greg Sesek, the Director of the Office of Adult Services at DHS. At DHS, we provide adult protective services investigating for abuse, neglect, and exploitation of vulnerable adults; that is anyone 18 years of age or older. IHAS or In-Home Aide Services is one of the
services that we provide. It's a limited home healthcare program providing personal care. We thank you for your interest in becoming a Contractor within this Program, and we hope that today's meeting is informative to you. Just a quick reminder, again reiterating that we are both recording and transcribing this conversation today, so, if you're not speaking, if you could put yourself on mute, we would appreciate it. Thank you. Over to Deb.

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

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

MS. WILBURN: No.

MR. BERRY: That's it?
MS. WILBURN: Uh-huh.

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

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

MR. BERRY: Welcome.

MS. ABANGE: Thank you.

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

MR. BERRY: Welcome. Anyone else?

(No response.)

MR. BERRY: If not, we'll just jump right into it. I presume that everyone had a chance to look at the agenda. I'm just going to touch briefly -- we'll go over, like I said, we will briefly go over the solicitation, the key points that we feel that you all need to pay close attention to. I will go over Section 1, which is the Minimum Qualifications. Then the
Program will go into Section 2 and part of 3, and I will handle the rest of 3, 4, and as well as 5 and 6. We have the -- and then one of my colleagues will handle the Living Wage section as well, because we have a Living Wage on this, as well as the Hiring Agreement. I believe -- I don't think Kenneth Jessup is on the call. He had e-mailed me and stated that he may not be on here. So I do have the Hiring Agreement document that he would need -- he would have been presenting to you all, so following this meeting I'm going to send it -- I'm going to send it to everyone. That's why -- that's the importance of having your contact information in the chat. I'm going to send it over, and if you have any questions concerning that, I can address it and I can reach out to Kenneth as well if there's anything that I cannot address.

I just -- I ask everyone -- just to echo what Greg said, that everyone please mute yourself, just so that the court reporter is able to pick up everything and record this meeting accordingly. Also, I ask that you hold all your questions. We will be -- there wil
be a section for Q-and-A after Section 6, as well I
believe after Section 2 and 3, once the Program goes
over those sections. However, we will identify -- we
will ask -- once the Q-and-A section comes on, we will
ask you all to present your questions.

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

This solicitation is being -- will be
published -- was published on eMaryland Marketplace.
Therefore, it will be -- all Bids will be received
through eMaryland Marketplace. That's why I have provided the link that -- where you will be able to find the solicitation, as well as respond to the solicitation on there. I don't need to touch on the pre-proposal, because we are already here. However, questions are due on June 17th at three p.m. I ask that everyone submit your questions by then. You have following this meeting until June 17th to send me all your questions, and the Program will have a few days to -- will have a day or two to respond to your questions.

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

The due date for this solicitation is June 30th at three p.m. I believe I may have stated June 31st on the solicitation. I'm going to double-check.
that. And we all know there's not 31 days in June, so it's due June 30th at three p.m.

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

As proof of meeting this requirement, the Bidder shall provide two reference letters from clients with its Bid attesting to your experience, as well as you may provide your -- the Bidder may provide the Registered Nurse's capabilities, which is -- which we have outlined in Section 5.4.7. That includes how the
reference letters should be outlined as well. Your
reference letter should be from a client for whom the
Bidder or the Bidder's Registered Nurse has provided
goods and services within the past five years and shall
be -- shall follow the following steps: One, the name
of the client organization; two, the name, the title,
phone number, as well as the e-mail address for the
point of contact for that client organization; the
value of the -- the value, the type of service,
duration of the that you're in, as well -- and as well
as describing the goods and services that you provided.

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

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

MS. WILBURN: Okay. Yeah, Section 2. Again, good morning, everyone. I want to talk about Section 2, Contractor Requirements: Scope of Work, starting with the Summary Statement. The Department of Human Services intends to make multiple awards within each of the following jurisdictions: Allegany, Cecil, St. Mary's, Frederick, and Washington Counties. A Bidder can propose to serve more than one jurisdiction. However, a separate Financial Bid Form, Attachment B-1, and the Transmittal Page at Appendix 11 must be submitted for each jurisdiction it proposes to serve. The Bidder's office does not need to be within the jurisdiction upon which they are bidding. The Bidder's office does not need to be in Maryland.
Background and Purpose, Section 2.2. IHAS is a program of the Office of Adult Services under the Social Services Administration. IHAS is provided in the homes of individuals who are eligible and have a functional disability. And services are intended to:

(A) prevent or reduce the incidence or length of institutional placement; (B) prevent or reduce the length of out-of-home placement of children; © prevent abuse neglect, or exploitation of vulnerable adults; and (D) promote safety, stability, and self-sufficiency.

The Department recently awarded contracts for these services. However, due to various circumstances, this limited IFB is for the five jurisdictions identified earlier. In Cecil County and St. Mary's County, we currently have one provider, and one or more providers is needed to handle the additional caseload, particularly in the remote areas of the County. Both Allegany, Frederick, and Washington Counties that have two providers are in need of more providers to handle its existing caseload. Therefore, Bidders must be
prepared to accept referrals and begin providing
services immediately after the NTP.

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

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

The Contractor shall perform the duties
outlined in the client's IHAS Personal Care Plan. The
Contractor shall insure its staff are available to
provide services on the weekend. The Contractor shall
provide substitute CNAs within one hour of notifying
the LDSS IHAS Supervisor. The Contractor shall provide
its RNs and CNAs a minimum of two in-service training
programs. And the Contractor shall identify a liaison
to work with each LDSS IHAS Supervisor in order to
communicate changes in the client's condition, health,
needs, and circumstances.

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

For Quick Response Service requests, the
Contractor has one business day from the time of the
initial request to respond. For a current client
request, the Contractor has two business days from the
time of the initial request to respond. For a new
client request, the Contractor has three business days
from the time of the initial request to respond. Once
the Contractor accepts the request in writing, the LDSS IHAS Supervisor or designee will confirm the request by forwarding a Purchase of Services Order.

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

Moving down to Section C, the Local Department of Social Services IHAS Supervisor of any incident -- it says that the Contractor must notify the Supervisor of any incident where a client or a CNA or RN may have acted inappropriately -- for example, theft, damaged property -- by the close of business on the next business day; two, the Contractor should insure services do not continue beyond the effective termination date of the Purchase of Services Order, and
they should not suspend, close, increase, or reduce the
hours or days of services without receiving a
new Purchase of Services Order.

The staff should not perform the following
acts. They should not give a client enemas or douches;
administer wound care; determine the quality (sic) --
the dosage to the client. They should not administer
eye, ear, or nose drops; give injections; cut toenails,
fingernails, or shave a client who is diabetic. They
should not sterile dressings -- change sterile
dressings. They should not perform colostomy
irrigation. They should not engage in any care of
traceotomy tube and suctioning. They should not apply
heavy (sic) devices or they should not apply or
administer prescription medications. They should not
perform gastrotomony (phonetic) -- sorry -- they cannot
perform gastrostomy and nasogastric tube feedings.
They should not irrigate or change catheters. They
should not make judgments or give advice on medical or
nursing problems. They should not transfer large
children or adults who are unable to assist with
lifting. And they should not take a client's blood
pressure, unless this duty has been delegated by an RN
and the Care Plan provides specific reporting
parameters.

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

(No response.)

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

MR. BERRY: So, yeah --

MS. WILBURN: Yes.

MR. BERRY: -- before we do that, I just need
to make another quick announcement for those that are
just joining us -- I believe Aretha, the AG, may have joined us as well -- please put in the chat your name, the company that you represent, as well as your contact information. Deb, you can go ahead.

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

Section 2.3.5. Prior to initiating personal care services or at the request of the LDSS, the Contractors shall evaluate the IHAS client during an in-person meeting with the client and the client's informal support person. The Contractor shall provide the following personal care services: That's bathing activities; grooming activities; oral hygiene.
activities; assisting with eating; toileting
activities; transferring; skin care of clients confined
to a bed.

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

Moving down to Section 2.3.8, Quick Response
Services, the Contractor shall respond to a request for
Quick Response Services within one business day of
receiving a request from the IHAS Supervisor. Services
may be requested on a 24-hour basis, seven days a week;
designate a contact person and a backup contact, along
with after-hours contact information, from whom the
LDSS IHAS Supervisor can request Quick Response
Services. The contact person shall be available on a
24-hour basis.

Moving on now to Section 10 -- 2.3.10, Record
Keeping. The Contract shall retain and maintain the
following records and documents for a period of no less
than years after the date of final payment. For every
client they must keep three years of the IHAS Service
Plan, the Purchase of Services Order, the IHAS Personal
Care Plan, the Monthly Report and IHAS Invoice, the
IHAS Aide Case Monthly Report, the Monthly Report and
Invoice of In-Home Aide provided, the Monthly In-Home
Aide Direct Services, and the In-Home Aide Service One
Time Only Referral and Service Plan. The medical
records shall include copies of any correspondence or
information obtained concerning each client's health,
medical condition, or treatment. And following this
three-year period, the Contractor shall purge the
documents. The Contractor can shred, burn, pulp, or
pulverize the records so that the documents are
rendered essentially unreadable.

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

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

(No response.)

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

While performance scores will be recorded, the Contractor will receive an annual performance score, which will be the average of all quarterly performance scores. All quarterly performance scores for each jurisdiction will be based on the following three performance measures: Service Delivery, Deliverables, and Satisfaction Surveys, and will be weighted as shown in Chart A. I highly encourage the
Bidders to review Chart A on page 17 and Chart B, Summary of Performance Measures and Scoring Rubric on page 18, and Chart C on page 19.

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

(No response.)

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

MR. BERRY: Absolutely. Go ahead.

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

3.1, Contract Initiation Requirements. The State shall schedule and hold a virtual kickoff
meeting. The appropriate virtual meeting information will be provided to all Contractors after the Contract is awarded.

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

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

Section 3.2.5, Return and Maintenance of State Data. Upon termination or the expiration of the
Contract term, the Contractor shall return to the State all State data in either the form it was provided by the Contractor or in a mutually-agreed format.

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

And, Section E, DHS reserves the right to reduce or withhold Contract payment in the event that the Contractor does not provide DHS with all the required deliverables within the time frame specified in the Contract. Section H: Invoices for the final payment shall be clearly marked 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 60 days from the Contract termination date. And I think that concludes
everything. Are there any questions regarding Section 2 leading up to Invoicing?

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

MS. WILBURN: Okay. No problem.

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

MS. WILBURN: Okay.

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

Section 2.6, Insurance Requirements. The Contractors shall maintain, at the minimum, the insurance coverages outlined in this section and any minimum requirements established by the law, if hired.
And that is for the duration of this Contract, as well as the option periods, if it is exercised.

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

I'm going to move down to Section 3.8, which is the Problem Escalation Procedure. The Contractor must provide and maintain a Problem Escalation Procedure, which is normally known as the PEP, for both routine and emergency situations. I have outlined in the IFB when the PEPs are to be submitted to me and so on and so forth. I think, for the most part, Deb has spaked on what is really required in Section 3.
However, I just want to bring your attention to Section 3.2 -- 3.12, actually, which is the MBE section. I want to state that there is no MBE -- there's no MBE goal designated for this solicitation, as well as 3.13, which is the VSBE, Veteran Business -- Veteran Business Enterprise. There is no designation for this solicitation as well. Chandra will speak on those sections. I'm not sure if you want to speak briefly on those sections, Chandra.

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

MR. BERRY: No, we did not.

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

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

MS. REED: Yes.

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

MS. REED: Good morning. I will be sharing information with you regarding Maryland's Living Wage law, which has been in effect since October the 1st, 2007. The Maryland Living Wage law requires certain Contractors and subcontractors to pay a minimum wage rate to its employees working under certain State services contracts.
MR. BERRY: Kanisha, I'm sorry to interrupt, but I don't think Ms. Debbie can hear you clearly, 'cause I couldn't hear you, so could you speak up just a little bit more?

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

(Whereupon, the reporter indicated yes.)

MS. REED: You can? Okay.

THE REPORTER: Yes, you're better now.

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

The current Maryland Living Wage law is $14.55 per hour if the State Contract services are valued at 50 percent or more of the total value of the Contract is performed in a Tier 1 area. If the State Contract services valued at 50 percent or more of the total value of the Contract is performed in the Tier 2
area, then you will pay each covered employee at least $10.93 per hour. The specific Living Wage rate is determined by whether the majority of the State services take place in the Tier 1 or Tier 2 area of the State.

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

Additional information regarding Maryland's Living Wage requirements is contained in Attachment F of the IFB, which is entitled "Maryland Living Wage Affidavit of Agreement for Service Contracts".
Information may also be found on the Maryland Department of Labor website (indiscernible) -- click "Labor" in the top tab, Living Wage under the Office's heading, then click the link for "Frequently Asked Questions." This will take you to a page entitled "Maryland Living Wage Frequently Asked Questions - Living Wage for State Service Contracts". The Living Wage rates are subject to an annual adjustment by the Department of Labor. However, your prices under the Contract may not change because of any Living Wage adjustment. Thank you. Did everyone hear me clearly?

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

MS. REED: Yes.

MR. BERRY: So thank you for that. At this time, I will jump down to Section 4, and that is the Procurement Instructions. I believe Section 4.1 talks about the conference; therefore, I don't need to reiterate that. 4.2, I have spoken on that concerning the eMaryland Marketplace Advantage, how all your responses to this -- all your Bid responses are to be
submitted through that. And I also want to please emphasize that if you are not registered on eMaryland Marketplace Advantage, please do that immediately, because I cannot award any vendor a contract without them being -- without them being registered on eMaryland Marketplace Advantage. It is simple process. It take a few clicks. There's no fee. It's free of charge. So I implore each of you to please go and do so as soon as possible.

I want to jump down to Section 4.5. That speaks about the due date for this solicitation. Before I speak on the due date, I want to -- I will ask that all potential Offerors that choose not to respond to this solicitation, I ask that you please submit Notice to Vendor form. I've also included that in the solicitation. And in that form please include your company name, the point of contact, as well as a response -- a reason for not responding to the solicitation. And we do that particularly because, yes, you may not be responding to the solicitation; however, we keep your company's contact and whenever
there is a future solicitation coming out, we have the contact, we can always send it out to you, so it suits your benefit to submit that form to me just for future reference, so that you are in our contact log for future solicitations.

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

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

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

Also, Section 4.5.1, Bids must be received by the Procurement Officer no later than the due as outlined and indicated in the Key Information Sheet,
and that date is June 30th, 2022 at three p.m. I believe I mentioned that earlier, but the Key Information Sheet is your friend. Please pay close attention to that.

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

4.5.3: Bids received after the due date and time, as indicated in the Key Information Sheet, will not be considered. 4.5.4: Bids -- your Bid may be modified or withdrawn before the time and the date of the receipt of your Bid. Section 4.5.5: Bids may not be submitted by e-mail or facsimile. As I mentioned in Section -- as I mentioned in Section 4.2, your Bids are to be submitted through eMaryland Marketplace Advantage.
Now, I'm going to jump to Section 4.11, which is the duration of your Bid. Upon receipt on the due date, your Bid will be qualified for 240 days following the Bid due date and time. So let me clarify that.

Your Bid is valid for 240 days following the due date and time. I want to jump down to Section 4.13, Cancellations. The State reserves -- the State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB. I ask that everyone go back and read that section in its entirety.

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

I think that's the most key things I wanted to touch base on in Section 4. At this time, does
anybody have any questions concerning Section 4 or anything that we have covered so far?

(No response.)

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

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

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

Section 5.3. Bidders -- the Bid shall -- this is how your Bid should be submitted
(indiscernible). The Bid shall contain all price information in the format specified on the Bid Form, and that is Attachment B-1. The Bidder must -- the Bidder shall comply shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Price Form. So we have provided instructions on the -- we've provided instructions on the Bid Form on how the Bid should be filled out. I ask that you do not amend, alter, or leave blank any items on the Bid Form.

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

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

I'm going to move down to Section 5.4.4, and that is Completed Required Attachments. All bidders shall submit one copy of each original -- with each -- you should submit one copy of each with original signatures. These are the attachments that are required to be submitted with your Bid: 1) the completed Bid form, which is Attachment B-1; 2) your Bid Affidavit, which is Attachment C; and 3) your completed Maryland Living Wage Requirements Affidavit of Agreement, which is Attachment F. All other documentation, if required, shall be submitted with the one original signature, if required. I believe we have touched base on 5.4.6, which is the reference letter.
I ask that everyone go back and read that section in its entirety. But in your submission, your reference letters should be part of your -- should be part of your Bid, and it should be submitted as follows: the name of the client organization; the name, the title, telephone number, and e-mail address of the point of contact for the client organization; the value of the contract, the type of contract, the duration of the contraction, as well as a description of the goods and services that was provided. And all this should be submitted with your Bid.

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

The next thing that should be submitted is your Certificate of Insurance, followed by, you know, subcontractors and, lastly, your legal actions. That
is what your Bid format should follow, those sections, so I ask you to please pay close attention to this section, from Section 5.4 -- the whole entire Section 5.4, I ask you to please pay close attention to that.

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

I'm going to jump down to Award Determination. Award will be made to the responsible Bidder who submits to the State the responsive Bid that has the lowest total price -- total bid price for each of the jurisdictions. And I think I spoke on the Key Information Sheet, the important information that I felt needed to be touched on. At this time, I will ask
any of the State representation -- representatives, do
you have any other thing that you would like to add.

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

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

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

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

MS. MILLER: -- from Ms. Meg Oshai.
MR. BERRY: Okay. And she said, "Please expand on the fact that the CNAs are State employees."

Ms. Deb, would you like to speak on that question?

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

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

MS. WILBURN: Specifically of Frederick County, I don't recall. I need to look that information up, because I don't recall off the top of
my head. Are you asking if they have CNAs on staff as
State employees?

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

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

MS. OSHAI: Okay. Wonderful. Just one more
question. In that situation, if that's the situation,
if we -- I know Mr. Rufus had explained that if you
want to apply to different jurisdictions you have to
submit a different Bid for each jurisdiction. So if a
county is -- if the county that you're requiring the
RNs to monitor and the other county requires the agency
to provide the RN and the CNA, I think it's important
that we know what counties -- the areas that only
require the RNs to monitor and the areas that require
the agency to provide both sections of (indiscernible).
That's my - that's what I meant when I wanted you to
expand.

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

MS. OSHAI: Correct.

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

MS. OSHAI: Wonderful. Do we send the
questions to you or do we sent it to Mr. Berry?
MR. BERRY: And just to be clear, all communications are to be -- are to be through me. No communications should be directed to the Program, so all communications concerning this solicitation are to be -- are to be directed to me, and I will address it accordingly.

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

MS. OSHAI: Okay. Thank you.

MS. WILBURN: Yes, thank you, Aretha.

MR. BERRY: Okay. I think we have -- if there's no other questions, I think we have well gone
above our time. I do want to thank everyone for taking the time out to participate in this pre-bid conference. And, as I mentioned previously, any questions -- please submit all your questions to me in writing and I will respond to them accordingly, and please pay close attention to the Key Information Sheet. If anything changes, I will be -- I will be reaching out by eMaryland Marketplace, as well as direct e-mails that I have, as well as the DHS website. So I thank you all and thank everyone that participated. You guys have a wonderful day.

(Whereupon, at 11:15 a.m., the pre-proposal conference was concluded.)
CERTIFICATE OF NOTARY

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

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

[Signature]

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

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