

ADPICS NUMBER: N00R0400076



**STATE OF MARYLAND**

**Cecil County Department of Social Services  
170 East Main Street  
Elkton, Maryland 21921**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

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

**DHR AGENCY CONTROL NUMBER: CEDSS/CWS/10-001-S**

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

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

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

Issued: **March 29, 2010**



Maryland's Human Services Agency



## KEY INFORMATION SUMMARY SHEET

### STATE OF MARYLAND

#### Request for Proposals

### Legal Services for Cecil County Department of Social Services

**ADPICS NUMBER: N00R0400076**

**RFP Issue Date:** eMaryland Marketplace – March 29, 2010  
DHR Webpage – March 29, 2010

**RFP Issuing Office:** Department of Human Resources  
Cecil County Department of Social Services

**Procurement Officer:** Charles Reedy  
Phone: (410) 996-0314  
Fax: (410) 996-0464  
eMail: [creedy@dhr.state.md.us](mailto:creedy@dhr.state.md.us)

**Proposals are to be sent to:** Cecil County Department of Social Services  
170 East Main Street  
1<sup>st</sup> Floor  
Elkton, MD 21921

**Pre-Proposal Conference:** Friday, April 16, 2010 at 2:00 P.M.  
Cecil County Department of Social Services  
Elkton Multi-Service Center  
170 East Main Street, Conference Room  
Elkton, Maryland 21921

**Closing Date/Time:** Friday, May 14, 2010 at 12:00 P.M.

STATE OF MARYLAND  
NOTICE TO VENDORS/CONTRACTORS

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

Proposal Number: CEDSS/CWS/10-001-S, entitled Legal Services For Cecil County Department of Social Services

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

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

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

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

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OPTIONAL

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

**THANK YOU!!!**

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## SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

### 1.1 Summary Statement

The Cecil County Department of Social Services (CEDSS) is seeking to acquire the services of a practicing attorney, licensed in the State of Maryland, to represent the agency before the Cecil County Courts for matters of Child Welfare, Adult Protective Services, Adult Services, Foster Care, Child Care, and Services to Families with Children. In addition, the attorney must consult with and advise CEDSS staff on other general legal matters which may come before the Agency as required by the Maryland Annotated Code, Human Services Article § 3-601 (**Attachment Q**) and as outlined in Section III of this Request for Proposals (RFP). It is anticipated that a single contract will be awarded for a period of five years as the result of this RFP.

### 1.2 Issuing Office

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

Charles Reedy, Procurement Officer  
Cecil County Department of Social Services  
170 East Main Street, 1<sup>st</sup> Floor  
Elkton, Maryland 21921  
Phone: 410-996-0314  
Fax: 410-996-0464  
Email: [creedy@dhr.state.md.us](mailto:creedy@dhr.state.md.us)

### 1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **Friday, April 16, 2010 at 2:00 P.M.** in the Conference Room, Cecil County Department of Social Services, Elkton Multi-Service Center; 170 East Main Street, Elkton, Maryland, 21921.

Attendance may facilitate the Offeror's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **April 12, 2010**, all potential Offerors planning to attend call the Procurement Officer (ref. Section 1.2) or send an e-mail with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least 5 days notice of such need and DHR will make reasonable efforts to provide such special accommodation.

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

#### **1.4 Questions and Inquiries**

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

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

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

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

#### **1.5 Closing Date**

An original, to be so identified, and **seven (7)** copies of the Technical Proposal and Financial Proposal (See Section IV) must be received by the Procurement Officer (ref. Section 1.2) by **Friday, May 12, 2010 at 12:00 P.M.** in order to be considered.

Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer (ref. Section 1.2). Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. Oral, electronic mail or facsimile Proposals will not be accepted.

## **1.6 Duration of Proposal Offer**

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

## **1.7 State Project Manager**

The State Project Manager for this Contract is:

Sue Bailey, Assistant Director for Services  
Cecil County Department of Social Services  
170 E. Main Street, Elkton MD 21921  
(410) 996-0150  
[sbailey@dhr.state.md.us](mailto:sbailey@dhr.state.md.us)

After Contract award, this person will serve as the sole point of contact for the Contractor in regards to the issues involving Contract performance and submission of Contract deliverables (see Section 3.6).

## **1.8 Glossary of Terms**

### **Adult Protective Services**

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

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

Consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is \$200,000.00 or greater. The Board's powers and duties are set forth in the State Constitution and in the State Code.

### **Cecil County Department of Social Services (CEDSS or Local Department)**

A unit of the Maryland Department of Human Resources established or designated by Cecil County government pursuant to Human Services, Title 8, Subtitle 3, to ensure the implementation of a local, interagency service delivery system for children, youth, and families.

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

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

**Child Protective Services**

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

**Code of Maryland Regulations (COMAR)**

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

**Contract**

The agreement entered into by the Department and the successful Offeror resulting from this Request for Proposal.

**Contractor**

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

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

DBM's major responsibilities concern the budget of State government. They include budget development, supervision of budget execution, revenue estimating and coordination of State information processing. DBM ensures that current fiscal needs are met, strives for efficiency in State government and, through evaluation and study of economic conditions, makes plans to meet future needs. DBM serves as the State's central Personnel agency, and is the principal procurement agency over DHR.

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

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

**In-Home Family Services**

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

**LDSS Contract Monitor**

An individual assigned by the CEDSS responsible for monitoring contract compliance (MBE/activity tracking /contract deliverables- monthly activity report, invoicing) and interfacing with the Contractor in regards to actual legal service performance issues.

**Out-of-Home Placement**

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

**Request for Proposals (RFP)**

The written solicitation, whether attached or incorporated by reference, for soliciting proposals from Offerors for Legal Services pursuant to State procurement statutes and regulations. COMAR 21.01.02.01B (75).

**State Fiscal Year**

July 1 of one year – June 30 of the next year.

**TPR Proceeding**

A proceeding to terminate parental rights.

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”.**

## SECTION II. GENERAL INFORMATION

### 2.1 **Purpose**

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

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

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

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

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

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

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

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

### 2.5 **Additional Information**

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

### 2.6 **Incurred Expenses**

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

## **2.7 Economy of Preparation**

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

## **2.8 Alternate Proposals**

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

## **2.9 Multiple Proposals**

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

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

CEDSS will make available to the successful Offeror appropriate space within CEDSS for conducting all required meetings with staff. Appropriate space includes the Conference Room or the Board Room. Social work staff will be responsible for securing the meeting spaces for the required meetings and arrangements can be made in advance by contacting the Assistant Director for Services' Assistant at (410) 996-0151. In addition, CEDSS will be responsible for costs associated with legal representation to include, but are not limited to court fees, witness fees and transcripts.

## **2.11 Working Hours and Location**

The Contractor must be able to be contacted by telephone, fax, or e-mail during normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday, and may be required to attend meetings on a moments' notice. The Contractor's office must be located within a thirty (30) minute radius of the Elkton, MD town limits. Contractor must also be available by telephone for consultations after hours in emergency situations.

Hours devoted to CEDSS business will vary, but are estimated to average a minimum of 25 to 39 hours per week, with the exception of State of Maryland holidays, see **Attachment R**. The support staff should include a Paralegal and/or Legal Secretary to be available between the duty hours of 8:00am and 5:00 pm Monday through Friday, except State of Maryland Holidays (**Attachment R**).

## **2.12 Contract Term**

The term of the Contract shall be for five (5) years and shall commence on September 1, 2010 and shall expire on August 31, 2015. However, if the term does not start on September 1, 2010, the contract will last for five (5) years from the start date.

## **2.13 Multi-Year Contract**

- A. The required services are needed for the entire contract period.
- B. A fully-loaded fixed total price shall be given for the service and the fully-loaded fixed total price shall be in accordance with the Pricing Proposal (**Attachment A**). The fully loaded fixed total price shall consist of all general, administrative and indirect costs associated with providing legal services as stated in the Offeror's Proposal. Offerors shall submit a price for the entire time of performance, including the option periods.
- C. The multi-year contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
- D. The Procurement Officer shall notify the Contractor on a timely basis if the funds are not available for the continuation of the contract for each succeeding fiscal period.

## **2.14 Bid/Proposal Affidavit**

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

## **2.15 Corporate Registration**

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

Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Offeror be completely registered prior

to the due date for receipt of Proposals. Failure to do so may result in an otherwise successful Proposal being deemed unacceptable.

## **2.16 Contract Affidavit**

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

## **2.17 Public Information Act Notice**

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

## **2.18 Contractor's Responsibilities**

The selected Offeror shall be responsible for rendering services within the category for which they have been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. Additional information regarding MBE subcontractors is provided under Sections **2.30** through **2.33** below.

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

## **2.19 Document Ownership**

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

property of the Department of Human Resources, State of Maryland, and will not be returned to the Offeror.

## **2.20 General Contractual Conditions**

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

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

## **2.21 Payment Terms/Billing**

The successful Offeror shall bill the Department monthly, by the 15<sup>th</sup> calendar day of the succeeding month using the attached Monthly Invoice (**Attachment S**). Payment shall be made based on 1/12 of each annual contract amount.

Funding for any contract(s) resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

The Department reserves the right to withhold the monthly contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract. The Contractor will receive withheld funds upon satisfactory submission of all required materials within 30-45 days after receiving approval from the Contract Monitor. Final invoice payment is contingent upon receipt of all program deliverables. Failure to submit required reports within the time frames identified may result in the termination of any contract awarded through this RFP.

Invoices must be addressed to:

Cecil County Department of Social Services  
Attn: Sue Bailey, Assistant Director for Services  
170 East Main Street, Second Floor  
Elkton, Maryland 21921

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

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

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website ([www.dhr.state.md.us](http://www.dhr.state.md.us)) for transmitting the RFP and associated materials, the summary of the Pre-Proposal Conference, Offeror's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

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

- *Online Goods and Services Profile:*

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

- *Instant Notification of Opportunities:*

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

- *Solicitations Online:*

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

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

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

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

the exemption.

## **2.24 Contract Type**

The Contract that results from this RFP shall be a fixed price Contract in accordance with COMAR 21.06.03.02.

## **2.25 Contract Award**

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

## **2.26 Procurement Method**

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

## **2.27 Compliance with Law**

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

## **2.28 Protests**

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

## **2.29 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

## **2.30 Minority Business Enterprise Participation**

The Offeror shall structure its procedures for the performance of the work required

in this Contract to attempt to achieve the minority business enterprise (MBE) goal stated in this Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

### **2.31 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)**

An MBE subcontract participation goal of **5%** of the non-personnel costs of this Contract been established for this procurement. By submitting a response to this solicitation, the Offeror agrees that this dollar amount of the Contract will be performed by certified Minority Business Enterprises as specified.

- A Prime Contractor – including an MBE Prime Contractor – must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- A Prime Contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

### **2.32 Minority Business Enterprise Participation Requirements**

#### **A. DEFINITIONS**

As used in this Solicitation, the following words have the meanings indicated.

1. “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a Minority Business Enterprise.
2. “MBE Liaison” is the employee designated to administer this Department’s MBE program.
3. “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
  - a) at least 51-percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
  - b) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A Minority Business Enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. A MBE must be certified in order to participate in the

Department's MBE program.

**B. OFFEROR'S and CONTRACTOR'S RESPONSIBILITIES**

1. Offerors agree to exercise all good faith efforts to carry out the requirements set forth in this Solicitation. The Offeror shall:
  - a) Identify specific work categories within the scope of the procurement appropriate for subcontracting.
  - b) solicit minority business enterprises in writing at least 10 days before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts.
  - c) Attempt to make personal contact with the MBE's solicited and to document these attempts.
  - d) Assist MBE's to fulfill, or to seek waiver of, bonding requirements.
2. Each Prime Contractor given solicitation documents as part of a procurement under the MBE subcontract method, can obtain the electronic version of the MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) for purposes of soliciting subcontract quotations, bids, or offers from certified MBE's.
3. A minimum certified MBE participation goal has been established for this procurement (**see Section 2.31**). Contractor agrees that at least this amount of the Contract will be performed by certified MBEs.
4. If awarded the Contract the Contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

**C. SOLICITATION AND CONTRACT FORMATION**

1. An Offeror must include with its offer a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment F**) whereby the Offeror acknowledges and intends to meet the overall certified MBE participation goal and/or sub-goals or requests a waiver in whole or in part, of the overall goal and/or sub-goals, commits to make a good faith effort to achieve the goal and affirms that MBE subcontractors were treated fairly in the Solicitation process. The Offeror also responds to the expected degree of MBE participation as stated in the solicitation by identifying the specific commitment of certified MBEs at the time of

submission. The Offeror shall specify the percentage of Contract value associated with each MBE subcontractor identified on the Affidavit.

**The failure of an Offeror to properly complete and submit Attachment E shall result in a determination that the Proposal is not susceptible of being selected for award (COMAR 21.11.03.09).**

2. Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:
  - a) Outreach Efforts Compliance (**Attachment G**)
  - b) Subcontractor Project Participation Statement (**Attachment H**)
  - c) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request (see below) that complies with COMAR 21.11.03.11 (see Section F. Waiver).
  - d) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE participation goal.

**If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.**

D. AMENDMENT OF MBE DUE TO UNFORSEEN CIRCUMSTANCES

Any changes to the MDOT Certified MBE Utilization and Fair Solicitation Affidavit **prior to or after Contract execution** must receive approval in accordance with COMAR 21.11.03.12. The apparent awardee(s) shall immediately notify the Procurement Officer regarding MBE changes before execution of a Contract. Contractors shall immediately notify the State's Project Manager regarding MBE changes after execution of a Contract.

E. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the State Project Manager and DHR MBE Liaison the Prime Contractor Unpaid MBE Invoice Report (**Attachment I**) listing any

unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the State Project Manager and DHR MBE Liaison the Subcontractor Payment Report (**Attachment J**) that identifies the Prime Contract and lists all payments received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Submit quarterly to the State Project Manager the Quarterly MBE Compliance Report (**Attachment K**), and maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the Contract.
5. At the option of the procurement agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

F. **WAIVER**

.11 Waiver. Code of Maryland Regulations (COMAR) 21.11.03

If for any reason, an Offeror is unable to achieve the Contract goal for certified MBE participation, the Offeror may request, in writing, a Waiver (**Attachment L**) to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made to contact and negotiate with

certified MBEs including:

- a) The names, addresses, dates and telephone numbers of certified MBEs contacted, and
  - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each certified MBE that placed a subcontract quotation or offer that an Offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
  4. A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE Unavailability Certification (**Attachment M**) signed by the minority business enterprise, or a statement from an Offeror that the minority business refused to give the written certification.

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

- A. If a Contractor withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:
  1. Not process further payments to the Contractor until payment to the subcontractor is verified,
  2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work,
  3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,
  4. Place a payment for an undisputed amount in an interest-bearing escrow account, or
  5. Take other or further actions as appropriate to resolve the withheld payment.
- B. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Contract under which the amount is withheld.
- C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR, concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:
  1. Affect the rights of the contracting parties under any other provision of

- law;
  2. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
  3. Result in liability against or prejudice the rights of DHR.
- D. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- E. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:
1. Verify that the certified MBEs listed in the MBE Participation Schedule actually are performing work and receiving compensation as set for in the MBE Participation Schedule.
  2. This verification may include, as appropriate:
    - a. Inspecting any relevant records of the Contractor
    - b. Inspecting the jobsite; and
    - c. Interviewing subcontractors and workers.
    - d. Verification shall include a review of:
      - 1) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
      - 2) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
  3. If DHR determines that a Contractor is in noncompliance with certified MBE participation goals, then DHR will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.
    - a. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
  4. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:
    - a. Terminate the Contract;

- b. Refer the matter to the Office of the Attorney General for appropriate action; or
  - c. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.
5. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

### **2.34 Insurance Requirements**

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

The State will be named as an Additional Insured on all liability policies (Workman's Compensation excepted) and Certificates of Insurance evidencing this coverage will be provided prior to the commencement of any activities. Upon execution of a contract with the State, then current Certificates of Insurance will be provided to the State and thereafter from time to time, as directed by the State.

The State shall receive written notification of non-renewal or cancellation from the issuer of the Insurance policies at least sixty (60) days before the expiration of the then-effective Insurance policies. In the event the State receives such notice, the Contractor must provide the State with an Insurance policy from another carrier at least thirty (30) days prior to the expiration of the Insurance policy then in effect.

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

### **2.35 Certification Regarding Lobbying**

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

### **2.36 Oral Presentations**

Offerors who submit a Proposal in response to this RFP may be required to make an

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

### **2.37 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation. (See **Attachment O - Living Wage Requirements and Affidavit of Agreement**). **If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.**

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$12.25 per hour**, if State contract services valued at 50% or more of the total value of the contract are performed in the **Tier 1 Area**. If State contract services valued at 50% or more of the total value are performed in the **Tier 2 Area**, an Offeror shall pay each covered employee at least **\$9.21 per hour**. The specific Living Wage rate is determined by whether a majority of services take place in a **Tier 1 Area or Tier 2 Area** of the State. The **Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore counties, and Baltimore City**. The **Tier 2 Area includes any county in the State not included in the Tier 1 Area**. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

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

**Additional Living Wage information pertaining to reporting obligations may be found by going to the DLLR website – <http://www.dllr.state.md.us> and clicking on Living Wage.**

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

### **2.38 Hiring Agreement**

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

Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

### **2.39 Confidentiality**

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

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

### **2.40 False Statements**

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

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

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

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## SECTION III. SPECIFICATIONS

### 3.1 Background

The Cecil County Department of Social Services (CEDSS), an agency of the State of Maryland, Department of Human Resources, is authorized by law to administer programs in the areas of adult and child protective services, foster care, income maintenance and child support enforcement, among others, to the citizens of Cecil County. In the administration of these programs, it is routinely necessary for the agency to employ the services of a practicing attorney to represent the agency before the Cecil County Court for matters of Child Welfare and Adult Protective Services (Agency Attorney). In addition, the Agency Attorney consults with and advises CEDSS staff with matters of Adult Services, Services to Families with Children, and other related legal matters. The Agency Attorney will interact with approximately 75 agency staff.

#### Case Statistics

| No of Open Cases | FY 2008 | FY 2009 |
|------------------|---------|---------|
| Adult            | 2       | 1       |
| Child Welfare    | 247     | 258     |

#### No. of Case Actions

|               |     |     |
|---------------|-----|-----|
| Adult         | 2   | 1   |
| Child Welfare | 477 | 445 |
| Shelter Care  | 81  | 60  |

#### No. of Hours (approximate)

|               |      |      |
|---------------|------|------|
| Adult         | 20   | 20   |
| Child Welfare | 324  | 332  |
| Office Hours  | 1000 | 1000 |

**NOTE: The numbers provided herein are based on historical data and are estimates only and are not guaranteed. These numbers are for informational purposes only.**

### 3.2 Objective(s)

The overall objective of the CEDSS Legal Services contract is to provide consistent legal representation to the Agency in the areas of Child Welfare Services and Services to Families with Children, Adult Protective Services.

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

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

The Agency Attorney will be responsible for the storage of his/her records for all activity related with this contract. The Agency Attorney will also be responsible for office space, telephone service, fax and copier service, computer and printer access, office supplies, mail service and all other office expenses.

### **3.4 Exclusions**

The Contractor shall not be responsible for legal work related to the following:

- a. Child Support Enforcement or Collection
- b. Findings in child abuse and neglect investigations, including contested case hearings arising from those findings;
- c. Criminal investigations or prosecutions pertaining to child abuse or neglect;
- d. Medicare or Medicaid eligibility, and/or recovery of any payments made to third party providers;
- e. Appeals of matters which are the subject of this contract
- f. Any legal work that falls within the purview of the Maryland Office of the Attorney General, such as general representation of the Cecil County Department of Social Services, or its Directors and Employees, in any matter pertaining to agency administration, development and promulgation of regulations, personnel matters, employee grievances, lawsuits against the Department, or its employees, and/or opinions on applicable statutes and regulations.
- g. Representation of the Department in any court other than the Circuit Court for Cecil County.

### **3.5 Requirements**

#### **3.5.1 Offeror Requirements**

Offerors shall:

1. Have a current and valid license to practice law in the State of Maryland.
2. Be a member in good standing with the Maryland Court of Appeals and comply with all provisions of the Maryland Rules of Professional Conduct.
3. Possess legal knowledge of administrative, child welfare, child disability, family, adult protective services, juvenile services or similar fields.
4. Have at least three (3) years of recent experience in legal representation in the child welfare, child disability, family law and/or related legal fields.
5. Have a local office located within the town limits of Elkton, MD.

### **3.5.2 Contract Requirements**

#### **General Requirements:**

The Contractor shall:

1. Provide adequate staff to support the requirements of this Contract and provide a resume and thorough description of the duties and responsibilities of the support staff to include a Paralegal and/or Legal Secretary as described in Section 2.11 of this RFP.
2. Specify a qualified Conflict Attorney as a part of this proposal. The Conflict Attorney must meet all requirements of the RFP and shall be willing to accept cases from the Agency Attorney when conflicts of interest preclude involvement of the Agency Attorney. It will be the responsibility of the Agency Attorney to determine conflicts, assign appropriate cases to the Conflict Attorney, and pay all professional fees involved.
3. Prepare for and attend court hearings to represent the interests and recommendations of CEDSS staff in matters of Child Welfare Services, Adult Protective Services, and Adult Services coming before the Circuit Court for Cecil County.
4. Discuss the CEDSS recommendations with other attorneys-of-record prior to the Court Hearing.
5. Based upon past history, be available for a minimum of four to six full days per month to represent CEDSS in Court.
6. Participate in regularly scheduled and ad hoc meetings with the Judges of the Cecil County Courts.

7. Attend seminars, training workshops and other forms of in-service training conducted at Cecil County Department of Social Services and other locations when the subject matter impinges on legal issues that bear upon CEDSS' scope, role, mission, function or goals. It is estimated that no more than one event will be held at a location other than CCDSS. Vendor will attend at their own cost.
8. Appears with the CEDSS Director or his Designee before Boards, Commissions and other quasi-judicial bodies when CEDSS wishes to effect changes in various administrative codes which impact upon program and service delivery
9. Provide to the CEDSS Contract Monitor, a Monthly Activity Report that includes at minimum, the client's name, case number, caseworker's name and nature of the legal activity (**Attachment T**).
10. Provide to the CEDSS Contract Monitor, a monthly report documenting the use/activity of the conflict attorney during the month (**Attachment U**). The report shall include an explanation for each dispute or conflict, actions taken by the Contractor to discontinue the representation, and the total number of dispute or conflict cases that occurred during the month.
11. Provide to the CEDSS Contract Monitor, written documentation regarding any postponements (**Attachment V**). The written documentation shall include the name of the case that was rescheduled, the reason for postponement and the next scheduled hearing date.
12. Provide to the CEDSS Contract Monitor, an Invoice (**Attachment S**) on a monthly basis.
13. Work in conjunction with the Cecil County Courts to schedule the docket for the CEDSS cases.

**Requirements Relating to All Services (Child Welfare, Adult Protective Services, and Adult Services:**

14. Prepare motions, petitions, precepts, orders, answers, response to subpoenas and affidavits and other filings in a timely manner as required.
15. Participates and consults with attorneys from the Office of the Maryland Attorney General in regard to law and policies and when the Department is involved in an appeal (whether we are the plaintiff or the defendant) to the Appellate Courts.
16. Consult with and prepare staff and other witnesses for court testimony required in case related legal issues.

17. Attend pre-hearing and post-hearing conferences.
18. Advise by legal memorandum, the CEDSS Director or his Designee as to correct interpretations of statutes, Merit System Law, Administrative Regulations and Rulings, etc., in coordination with the Department of Human Resources' Office of the Attorney General.
19. Be available for a minimum of one-half day per week in the CEDSS office to review court cases with staff.
20. As a normal part of business, ensure that all Court documents are processed and delivered to the agency in a timely manner.
21. Provide legal assistance to insure client's income and assets are used for their benefit.
22. Participate (when needed) with agency staff in the conduct of Fair Hearings (consumer administrative appeal of CEDSS regulations involving statutory benefits and other social service entitlements).
23. Represent the Agency in Administrative Reviews.
24. Provide legal memorandum regarding recovery of overpayments to providers.
25. Appear with the CEDSS Director or his Designee before Boards, Commissions and other quasi-judicial bodies when CEDSS wishes to effect changes in various administrative codes that impact upon program and service delivery.
26. Provide general legal advice by legal memorandum, assistance, and consultation to Child Welfare Services and Adult Services staff regarding legal issues.

**Requirements Specific to Child Welfare:**

27. Analyzes, interprets and, where indicated, develops written material in regard to law and policies governing Child Welfare services.
28. Conducts in-service training for CEDSS staff in one-half day sessions as needed to improve the quality of social work practices in judicial and quasi-judicial settings. Based on past experience, training is conducted an average of three times per fiscal year. Training is coordinated with the Department of Human Resources' Office of the Attorney General.

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

29. Attend the Adult Public Guardian Review Board meetings at Cecil County

Department of Social Services, which reviews public guardianship (quarterly or as otherwise scheduled).

30. Consult with the Adult Services supervisor and workers, upon request, regarding legal questions to include but not be limited to liability, Adult Foster Care and Project Home zoning issues.

31. Represent CEDSS on issues involving Assisted Living regulations in courts.

### **3.6 Deliverables**

The following deliverables shall be submitted on a monthly basis to the CEDSS Contract Monitor, Sue Bailey, (See RFP Section 1.7) by the dates indicated below:

- A. The Monthly Invoice (**Attachment S**) by the 15<sup>th</sup> calendar day of the month following the report month.
- B. The Monthly Activity Report (**Attachment T**) by the 15<sup>th</sup> calendar day of the month following the report month.
- C. The Use of Conflict Attorney report (**Attachment U**) by the 15<sup>th</sup> calendar day of the month following the report month.
- D. The report of Postponements (**Attachment V**) by the 15<sup>th</sup> calendar day of the month following the report month.
- E. The Prime Contractor Unpaid MBE Service Report (**Attachment I**) and the Subcontractor Payment Report (**Attachment J**) by the 10<sup>th</sup> of the month following the report month. These reports are also to be submitted to the DHR Minority Business Enterprise Program Liaison.
- F. Quarterly MBE Compliance Report (**Attachment K**) – A quarterly report of all actual payments to MBE subcontractors along with the percentage of the MBE goal met as the Contractor as committed to fulfill in its MDOT Certified Utilization and Fair Solicitation Affidavit.

**Failure to submit required reports/information within timeframes identified may be construed as failure to achieve satisfactory performance under the Contract and result in CEDSS exercising the right to terminate the Contract or withhold invoice payments as specified in Section 2.20 of this RFP. Final invoice payment is contingent upon receipt of all Deliverables identified above.**

### **3.7 Contractor's Project Manager**

The Contractor shall designate an individual to serve as the Contractor's Project

Manager. The Contractor's Project Manager shall be available to discuss the day-to-day operations of the project as well as attend any meetings pertaining to the same. Meeting dates, times and location will be provided in advance.

### **3.8 Post-Award Orientation Conference**

Within two weeks after BPW approval, the State's Project Manager (see Section 1.7), the Contractor and/or the Contractor's Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Offeror after notice of contract award.

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## SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

### 4.1 Two Volume Submission

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

An original, to be so identified and **seven (7)** copies of both the Technical and Financial Proposal must be received by the Procurement Officer by **Friday, May 14, 2010 at 12:00 P.M.** in order to be considered.

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

- NAME OF OFFEROR
- SEALED PROPOSAL – Department of Human Resources
- Legal Services for Cecil County Department of Social Services
- Agency Control Number: CEDSS/CWS/10-001-S
- PROPOSAL DUE DATE & TIME
- PROCUREMENT OFFICER

### 4.2 Volume 1 - Technical

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

#### A. Transmittal Letter

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

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

**B. Table of Contents**

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

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

**C. Understanding the Problem**

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

**D. Proposed Service**

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

- Section 3.3 Scope**
- Section 3.5 Requirements**
  - A. Offeror Requirements**
  - B. Contractor Requirements**
- Section 3.6 Deliverables**

**Section 3.7 Contractor's Project Manager**  
**Section 3.8 Post Award Orientation Conference**

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

**E. Qualifications**

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

1. Detail any specific legal knowledge, skills, and ability in domestic law, especially, child welfare, child disability, family, adult protective services, juvenile and related legal fields for the attorney, and the Conflict Attorney including trial experience.
2. Submit documentation that both the Offeror and the Conflict Attorney meet the licensing requirements and are in good standing with the Maryland Court of Appeals (See Section 3.5.1).

**F. Key Personnel**

This section shall include job descriptions and individual resumes for staff designated by the Offeror in its Proposal as being its Key Personnel who are to be assigned to this project if the Offeror is awarded the Contract. **The Offeror's Key Personnel (the Contractor's Project Manager, etc.) identified in the Offeror's Proposal are considered to be essential to the work being performed under this RFP.** Indicate the role or assignment that each individual is to have in this project. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor selected shall notify the Department of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No

diversion shall be made by the Contractor without the written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.

**G. References:**

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

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

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

**H. Other State of Maryland Contracts**

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

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the Contract
- The term of the Contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

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

**I. Financial Responsibility and Stability**

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

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

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

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

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

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

Each Proposal submitted in response to this Solicitation shall describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the Contract resulting from this solicitation. **DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS, USE PERCENTAGES ONLY.** Economic benefits include:

- a) The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage

breakdown of expenditures in this category.

- b) The estimated numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll percentage to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- c) Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- d) The estimated percentage of subcontract dollars committed to Maryland small business and MBEs.
- e) The Offeror shall explain any other economic benefits to the State of Maryland that would result from the Offeror's Proposal.

**K. Additional Information**

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

**L. Company Literature**

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

**M. Forms**

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

1. **Bid/Proposal Affidavit (Attachment B)**
2. **Certified MBE Utilization and Fair Solicitation Affidavit (Attachment F)**
3. **Certification Regarding Lobbying (Attachment O)**
4. **Living Wage: Affidavit of Agreement (Attachment P)**

**N. Legal Action Summary**

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

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

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

#### **4.3 Volume II - Financial**

This volume shall contain all cost information for all services and products proposed.

This volume shall contain the following section:

Pricing Proposal – (**Attachment A**)

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

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

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”.**

## SECTION V. EVALUATION PROCEDURES

### 5.1 Evaluation Committee

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

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

### 5.2 Reciprocal Preferences

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

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

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

### 5.3 Qualifying Proposals

Qualifying Proposals are those Proposals received from responsible Offerors that are initially classified by the Procurement Officer as reasonably susceptible of being

selected for award. Vendors whose Technical Proposals are not accepted will be notified in writing and the Financial Proposal will be returned unopened.

#### **5.4 Technical Evaluation**

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

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

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

###### **General**

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

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

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

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

## **5.5 Criteria for Technical Evaluation**

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance.

### Criteria

- A. Proposed Services – Section 4.2 D**
- B. Qualifications – Section 4.2 E**
- C. Understanding the Problem – Section 4.2 C**
- D. Key Personnel – Section 4.2 F**
- E. References and Other State of Maryland Contracts – Sections 4.2 G / H**
- F. Financial Responsibility and Stability – Section 4.2 I**
- G. Economic Benefit to the State – Section 4.2 J**

## **5.6 Financial Evaluation**

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

## **5.7 Best and Final Offers**

When it is deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial Financial Proposal by submitting a Best and Final Offer. The Procurement Officer shall notify each qualified Offeror of the scope of the requested Best and Final Offer, and shall establish a date and time for their submission. The Procurement Officer may require more than one series of Best and Final Offers and discussions if the agency head or designee makes a determination that it is in the State's best interest to do so. If more than one Best and Final Offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another Best and Final Offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the Best and Final Offer process.

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

## **5.8 Debriefing of Unsuccessful Offerors**

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

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

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

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

## SECTION VI. APPENDICES

|              |   |
|--------------|---|
| Attachment A | Pricing Proposals (complete and submit in Financial Proposal)   |
| Attachment B | Bid Proposal Affidavit (complete and submit with Technical Proposal)  |
| Attachment C | Contract Affidavit (must be submitted within 10 working days after notification of apparent award)  |
| Attachment D | Services Contract - <i>Sample</i> (must be submitted within 10 working days after notification of apparent award)   |
| Attachment E | Electronic Funds Transfer (form COT/GAD X-10) (mandatory for all Contracts expected to exceed \$200,000 - includes base + options years – <u>if a new registrant</u> submit to the Comptroller’s Office upon notification of selection for award) |
| Attachment F | Certified MBE and Fair Solicitation Affidavit (complete and submit with Technical Proposal)   |
| Attachment G | Outreach Efforts Compliance (must be submitted within 10 working days after notification of apparent award)   |
| Attachment H | Subcontractor Project Participation Statement (must be submitted with Outreach Efforts Compliance)  |
| Attachment I | Prime Contractor Unpaid MBE Invoice Report (Deliverable)  |
| Attachment J | Subcontractor Payment Report (Deliverable)  |
| Attachment K | Quarterly MBE Compliance Report (Deliverable)   |
| Attachment L | MBE Waiver Request Form (must be submitted within 10 working days after notification of apparent award if applicable)   |
| Attachment M | MBE Unavailability Certificate (must be submitted within 10 working days after notification of apparent award if applicable)  |
| Attachment N | Certification Regarding Lobbying (complete and submit with Technical Proposal)  |
| Attachment O | Living Wage: Affidavit of Agreement (complete and submit with Technical Proposal)   |
| Attachment P | Hiring Agreement (submitted within 10 working days after notification of apparent award if applicable)  |
| Attachment Q | § 3.601 Legal Services to Local Departments   |
| Attachment R | State Holiday Schedule  |
| Attachment S | Monthly Invoice   |
| Attachment T | Monthly Activity Report   |
| Attachment U | Use of Conflict Attorney  |
| Attachment V | Postponements   |