

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.

Bid/Proposal Number ACDSS/LGA/10-001-S entitled LEGAL ASSISTANCE 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: _____

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

REMARKS: _____

OPTIONAL

Vendor Name: _____ Date: _____
Contact : _____ Phone: _____
Address or email: _____

THANK YOU!!!

ADPICS NUMBER N00R0400087

STATE OF MARYLAND

REQUEST FOR PROPOSALS (RFP)

FOR

ALLEGANY COUNTY DEPARTMENT OF SOCIAL SERVICES
1 FREDERICK STREET
CUMBERLAND, MARYLAND 21502

REQUEST FOR PROPOSALS (RFP)

FOR

LEGAL ASSISTANCE SERVICES
ACDSS/LGA/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 free of charge on eMaryland Marketplace (eMM). The eMM website is www.eMarylandMarketplace.com.

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

Issued: February 17, 2010

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SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

1.1 Summary Statement

The Allegany County Department of Social Services (hereafter called ACDSS or Local Department), an agency of the State of Maryland's Department of Human Resources (DHR), intends to acquire specific legal services pursuant to the terms of this Request for Proposals (RFP), for the purpose of representing ACDSS before the Allegany County Circuit Court and District Courts for matters of Child Welfare and Adult Services legal issues. These legal services will be for Children in Child in Need of Assistance (CINA), Termination of Parental Rights (TPR), and guardianship proceedings for disabled, indigent adults throughout Allegany County. Only one award is anticipated from this solicitation and the Contract period will be for thirty seven (37) months beginning on or about December 1, 2010 and ending on December 31, 2013, with a one (1) year renewal option at the State's sole discretion. The Contract will be awarded on a fully loaded fixed price basis.

1.2 Issuing Office

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

Allegany County Department of Social Services
One Frederick Street
Room 450
Cumberland, Maryland 21502

Pat Marsch, Procurement Officer
Telephone: 301-784-7170 FAX: 301-784-7244
e-mail: Pmarsch@dhr.state.md.us

This individual will also serve as the **LDSS Contract Monitor** (see Section 2.22) after Contract Award for the purposes of monitoring Contract compliance and review and approval of certain Program deliverables.

1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on Monday March 15, 2010 beginning at 9:00 AM at Allegany County Department of Social Services, One Frederick Street, Room 240, Cumberland, Maryland 21502

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that all potential Offerors planning to attend call Pat Marsch, Procurement Officer at 301-784-7170 with such notice by **4:00 PM** on Wednesday March 10, 2010. 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 ACDSS will make reasonable efforts to provide such special accommodation.

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

1.4 Questions and Inquiries

Written questions from prospective Offerors will be accepted by the Procurement Officer (refer 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 the Conference or in a subsequent transmittal, which will be posted on the DHR web site 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 the RFP.

Subsequent to the Pre-Proposal 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 six (6) copies of the Technical Proposal and Financial Proposal (See Section IV) must arrive to the Procurement Officer by Friday March 26, 2010 at 4: 00 PM in order to be considered. Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Proposals or unsolicited amendments to Proposals arriving

after the closing time and date will not be considered.

1.6 Duration of Proposal Offer

The content of this RFP and the Proposal of the successful Offeror 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 date Best and Final Offers, if any, are submitted. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

1.7 LDSS Project Manager

The LDSS Project Manager for this Contract is:

John Sangiovanni, Assistant Director
Telephone: 301-784-7102 FAX: 301-784-7244
Allegany County Department of Social Services
One Frederick Street
Cumberland, Maryland 21502

After Contract award, this person will be the point of contact for the Contractor regarding Contract performance issues.

1.8 Glossary of Terms

Allegany County Department of Social Services (ACDSS or Local Department)

A unit of the Maryland Department of Human Resources established or designated by Allegany 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.

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.

Child in Need of Assistance (CINA)

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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(s) entered into by the Department and the successful Offeror(s) 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 ACDSS responsible for monitoring contract compliance (MBE/activity tracking /contract deliverables- monthly activity report, invoicing) areas.

LDSS Project Manager

The person assigned by the ACDSS who is responsible for 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(25).

State Fiscal Year

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

TPR Proceeding

A proceeding to terminate parental rights.

“THE BALANCE 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 the Local Department.

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. Oral, electronic mail or facsimile Proposals will not be accepted.

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

ACDSS will be responsible for costs associated with representation resulting from this contract to include court fees, witness fees, and transcripts. ACDSS shall provide the contracted attorney the use of an office space area including a desk, telephone, and computer for use during on-site conference services as required by this RFP.

2.11 Working Hours and Location

The contracted attorney shall be available Monday through Friday from 9:00 AM to 5:00 PM except for recognized State Holidays (Attachment Q) and shall be able to be contacted by telephone after normal business hours and on holidays for emergency and possible after hour services. ACDSS will verify the validity of all emergency contact information, including phone numbers by calling each number given. The LDSS Project Manager or designee will contact the Contractor for emergency and after hour services. Legal services will be performed at the attorney's office. Case reviews and staff consultations will be held at ACDSS. Hours devoted to ACDSS business will vary, but should be expected to average a minimum of 15 to 25 hours per week

2.12 Contract Term

The Contract awarded as a result of this solicitation shall be for a period of thirty seven (37) months. The Contract shall begin on or about December 1, 2010, and end December 31, 2013. In the event the Contract does not begin on December 1, 2010,

the term shall be thirty seven (37) months from the Contract start date.

2.13 Multi-Year Contract

- A. The legal services, as described in Section III, shall be provided for the entire contract period;
- B. A fully-loaded fixed price shall be given for the service and the fixed price shall be in accordance with the Pricing Proposal (**Attachment A**). Offerors shall submit a price for the entire time of performance, including the option period.

The fully loaded fixed price shall consist of all general, administrative and indirect costs associated with providing legal services as stated in the Offeror's proposal.

- 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 LDSS Contract Monitor 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 Options

The Contract will contain an option to renew, upon the same base period Contract terms and conditions, for an additional one (1) year. Exercise of the renewal option will be solely at the discretion of the State. The Offeror shall submit prices for the 1-year option on the Pricing Proposal form included (**Attachment A**).

2.15 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.

2.16 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 a Proposal being deemed unacceptable.

2.17 Contract Affidavit

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

2.18 Public Information Act Notice

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

2.19 Contractor's Responsibilities

The State will enter into contractual agreement with the selected Offeror. The selected Offeror shall be responsible for all services as required by this RFP. Subcontractors are prohibited from performing the services under any contractual agreement resulting from this solicitation without the prior approval of the State.

2.20 Document Ownership

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

2.21 General Contractual Conditions

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

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

2.22 Payment Terms/Billing

The successful Contractor shall bill ACDSS monthly by the 15th calendar day of the month following the month of service using the attached Monthly Invoice (**Attachment R**). Payment will be made upon certification by the LDSS Contract Monitor. The monthly billing rate will be 1/13 of the annual amount for the Base Year 1 and 1/12 of the annual amount of the contract in the years succeeded.

Funding for any Contract resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

ACDSS reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Local 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 LDSS 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:

Pat Marsch, LDSS Contract Monitor
Allegany County Department of Social Services
One Frederick Street, Room 450
Cumberland, Maryland 21502

All invoices must (at a minimum) be signed in blue ink and dated in addition to including the Contractor's name, the Contractor's mailing address, the Contractor's Social Security number or Federal Tax ID number, the State's assigned Contract control number, the time period covered by the invoice, and the amount of requested payment. Invoices must be submitted with the Monthly Activity Report (**Attachment S**) that is detailed in Section 3.5 of this RFP.

2.23 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) for :Forms\rfp.doc Rev. 4/2009

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 local government buying organizations in your area of interest.

- *Solicitations Online:*

You can review and respond to State and in some cases 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.

2.24 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.

2.25 Contract Type

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

2.26 Contract Award

Award of a Contract or Contracts, if any, generally will be made within 120 days after the closing date for submission of Proposals or the date of Best and Final Offers, if any, are submitted, 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.

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 3% percent of the total Contract dollar amount has 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.

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. 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 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

- An Offeror must include with its offer:
 1. A completed Certified MBE Utilization and Fair Solicitation Affidavit **Attachment F** whereby the Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.
 2. A completed MBE Participation Schedule (**Attachment G**) whereby the Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The Offeror shall specify the price and/or the percentage of Contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

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

- 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 H)
- b) Subcontractor Project Participation Statement (Attachment I)
- 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 MBE Participation Schedule **prior to or after Contract execution** must receive approval in accordance with COMAR 21.11.03.12. The apparent awardee shall immediately notify the Procurement Officer regarding MBE changes before execution of a Contract. Contractors shall immediately notify the LDSS Contract Monitor regarding MBE changes after execution of a Contract. Any change to a MBE must be approved by the Agency Head or Designee and can only be done via a contract modification.

E. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Local Department a report 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. (Prime Contractor Unpaid MBE Invoice Report, Attachment J).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Local Department a report 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 (Subcontractor Payment Report, Attachment K).

3. 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 M) 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 N) 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), 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 the Local Department, 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 the Local Department and the Contractor in any other proceeding; or
 3. Result in liability against or prejudice the rights of the Local Department.
- 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, the Local Department 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 the Local Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Local Department 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 the Local Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Local Department requires, then the Local Department 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 of Maryland will be named as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage must 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 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 a notice of non-renewal, 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 (\$1,000,000.00) 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.

The State reserves the right to make an award without holding discussions with any Offeror(s).

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 is performed in the **Tier 1** Area. If State contract services valued at 50% or more of the total value is 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 Baltimore City, Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties. 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.

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.

The contract resulting from this solicitation will be deemed to be a Tier 2 contract.

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 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 Human Services Title 1, Subtitle 2, 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 Allegany County Department of Social Services, an agency of the State of Maryland Department of Human Resources, is authorized by law to administer programs in the areas of adult protective services, child protective services, in home and out of home services among others to the citizens of Allegany County. In the administration of these programs, it is routinely necessary for the agency to utilize the services of a practicing attorney to represent the agency before the Allegany County Circuit Court and District Courts for matters of Child Welfare and Adult Protective Services. In addition, the agency staff consults with the attorney for legal advice regarding matters of Adult and Child Protective services, Out of Home Services, Adoption, and In Home services and other general legal matters coming before the agency.

Currently, legal services for ACDSS are provided by a private contractor. The current contract for legal services will end on May 31, 2010.

3.2 Scope of the Project

ACDSS is in need of legal services on an ongoing basis as required by Article I-201 Section & of the Annotated Code of Maryland. The approximate caseload activity for fiscal year 2007 and 2008 are provided for informational purposes only:

	<u>FY 2007</u>	<u>FY 2008</u>	<u>FY 2009</u>
<u>Number of Cases</u>			
Adult	11	8	11
Child Welfare	133	107	61
<u>Number of Case Actions</u>			
Adult	17	17	11
Child Welfare	521	640	383
Shelter Care	4	17	30
<u>Number of Hours</u>			
Adult	55	18	16
Child Welfare	451	564	460
Office Hours	317	267	225

The successful Offeror should possess a working knowledge of family and juvenile laws. Services will be provided to support the Child Welfare and Adult Protective programs of the local agency. As a general description, the Offeror should be capable of providing the following legal services:

A. General Duties

1. Participates with attorneys from the Office of the Maryland Attorney General when ACDSS is involved in an appeal, (whether the agency is a plaintiff or defendant) to a higher court.
2. Advises the LDSS Project Manager or designee as to correct interpretation of statutes, Administrative Regulations and Rulings, etc. in areas covered by this contract.
3. Conducts and files legal casework at the request of ACDSS, consistent with state and federal laws and regulations and requests the case be placed on the court's docket.
4. Stays current on DHR or State sponsored seminars and other forms of in-service training material when the subject matter impinges on legal issues that bear upon ACDSS's scope, role, mission, function or goals.
5. Conducts in-service training two (2) times, for a maximum of 16 hours per year, as detailed in Section 3.4.2.19, for ACDSS staff to improve the quality of social work practice in judicial and quasi-judicial settings.
6. Responds to all subpoenas received by ACDSS.
7. Represents ACDSS's recommendations in Court in accordance with Maryland Lawyers' Rules of Professional Conduct.

B. Child Welfare Services

1. Representation of the Child Welfare Unit to include Child Protective Services, Out of Home Services, Adoptions, and In Home Services programs in all legal matters having to do with Child Abuse and Neglect before the Allegany County Circuit Court.

(per Article I-201 Section &: Annotated Code of Maryland)

- a) Represents ACDSS in all emergency shelter care hearings and all CINA proceedings including: adjudication, disposition and review hearings; prepares petitions to request review hearings;
- b) Represents ACDSS in all Out of Home Service review hearings including six month review hearings, permanency planning review hearings; prepares petitions for review hearings involving Out of Home cases including requests for changes in permanency plans, termination of legal custody and other reviews of disposition as needed;
- c) Represents ACDSS in all guardianship cases, both contested and

uncontested.

2. Discuss ACDSS's recommendations with other attorneys-of-record prior to the Court Hearing.

C. Adult Services

1. Represents ACDSS in Circuit Court and District Courts re: Emergency Adult Protective Services Orders, Temporary Guardianship of the Person for Medical Consent, Emergency Guardianship of the Person and regular Guardianship of the Person.
2. Consults with Adult Protective Services Workers regarding potential and active court cases. Prepares, develops, and files all petitions with court in Adult Protective Services such as Emergency Protective Services and Guardianship of the Person.

3.3 Objectives

The overall objective of the ACDSS Legal Services contract is to provide consistent, high quality legal advice, counsel and court representation to the Agency in the areas of Child Welfare Services, Adult Protective Services, Adult Services and In Home/Out of Home Services. This includes case conferences before scheduled hearings and trials, as well as presentation of Child in Need of Assistance (CINA) cases, emergency shelter care hearings, review of commitment hearings, permanency planning hearings, and child and adult guardianship hearings.

3.4 Requirements

3.4.1 Offeror Requirements:

1. The Offeror and proposed conflict/backup attorney shall be licensed to practice law in the State of Maryland and be in good standing with the Maryland Bar Association and Court of Appeals.
2. The Offeror and proposed conflict/backup attorney shall have at least three (3) years of experience in legal representation in each of the following areas: child custody, termination of parental rights (TPR), adult guardianship, and family law.

3.4.2 Contractor Requirements:

1. The Contractor shall maintain a fully manned office location in Allegany County and shall be available for "on call" representation services as needed. The contracted attorney shall be available within one hour of notice by ACDSS for services outlined within the requirements of this RFP, in addition, the contracted

attorney will be available Monday through Friday from 9:00 AM TO 5:00 PM except for State recognized holidays (**Attachment Q**) to represent the agency for scheduled and emergency hearings in Allegany County and elsewhere as indicated by the judicial system. Emergency hearing notifications are determined by the judicial system and can be scheduled with a minimum of one hour notice. The contracted attorney shall develop a plan to ensure after hours and holiday coverage for providing legal consultation to staff and notification of emergency case actions.

2. The contracted attorney shall ensure legal service coverage for any emergency hearing actions on ACDSS cases in his/her absence. The individual(s) providing coverage must be approved by the LDSS Project Manager or designee prior to any coverage services being provided.
3. The contracted attorney shall provide for a qualified Conflict/backup Attorney. The Conflict/backup Attorney must meet all requirements of this RFP and shall accept cases from the contracted attorney in a particular case or when conflicts of interest preclude involvement of the contracted attorney in a particular case or when the contracted attorney is unavailable for any other reason(s). It shall be the responsibility of the contracted attorney to notify the LDSS Project Manager or designee, of any determined conflicts and assign appropriate cases to the Conflict/backup Attorney. The contracted attorney shall notify the LDSS Project Manager or designee of any change in the Conflict/backup Attorney at least thirty (30) days prior to any assignment change and any change must be approved by the LDSS Project Manager or designee prior to the change.
4. The contracted attorney shall prepare and represent ACDSS for all cases to be heard in District and/or Circuit Court including emergency shelter care hearings, adjudication, disposition and review hearings in CINA proceedings, six month review of commitment hearings, permanency planning hearings, child guardianship hearings (TPR), appeals of child guardianship hearings, regular and emergency adult guardianship hearings, emergency protective orders, and medical orders.
5. The contracted attorney shall prepare petitions to secure court orders necessary to carry out the duties described in this contract and required by State law and by the judicial system. These petitions and orders shall be prepared in compliance with local, State and Federal Regulations, including regulations of the Department of Human Services. The petitions shall be filed within five working days of the case referral to the contracted attorney or in response to any court hearing with the exception of medical emergency guardianship orders, which shall be filed within twenty four (24) hours of notification.
6. The contracted attorney shall review cases with appropriate Child Welfare staff or Adult Protective Service staff at least two (2) weeks prior to the court hearing to review the petition and to discuss needed witness/reports/issues and court

- testimony. These meetings will be conducted at the agency, minimizing agency staff travel. Regularly scheduled hours shall be established to conduct on-site conferences and reviews with staff for eight (8) hours a week, with Tuesday, Wednesday, and Thursday being the designated days of availability. The contracted attorney shall discuss ACDSS's recommendations with other attorneys-of-record at least three (3) days prior to the Court Hearing.
7. The contracted attorney shall meet as needed with all involved witnesses at least one week prior to the scheduled Court hearings to prepare them for court testimony. These meetings will be held at a mutually agreed upon site at the contracted attorney's discretion.
 8. The contracted attorney shall respond within three to five working days to written communication and within twenty four (24) hours to any oral communication with ACDSS staff and the judicial system. Emergency cases, which require a response to agency staff, must be responded to within two (2) hours.
 9. The contracted attorney shall ensure that all court documents are processed and delivered to the LDSS Project Manager or designee within five (5) working days of the legal action.
 10. The contracted attorney shall give ACDSS case referrals first priority and shall respond to ACDSS immediately upon notice of an emergency case.
 11. The contracted attorney shall represent ACDSS's recommendations in Court regardless of the attorney's own personal views about the case, within the bounds of the Maryland Lawyers' Rules of Professional Conduct.
 12. The contracted attorney shall work in conjunction with the Judges, the Judges' office staff and the Clerk of the Court to schedule the court docket for ACDSS cases. A copy of the scheduled court document shall be faxed or hand delivered to the LDSS Project Manager or designee each week.
 13. The contracted attorney shall analyze, interpret and when indicated by the LDSS Project Manager or designee, develop written training material concerning new laws and policies governing child welfare and adult protective services for agency staff within two (2) weeks of the request.
 14. The contracted attorney shall be knowledgeable with DHR or State sponsored seminar materials and training workshops as they pertain to child welfare and adult protective issues. This material will be provided to the contracted attorney by the agency.
 15. The contracted attorney shall participate in regularly scheduled and ad hoc meetings with the Judges of the Circuit and District Courts as required. Past

history indicates these meeting may be held four (4) times per year.

16. The contracted attorney shall provide assistance and consultation to Child Welfare, Adult Protective Services, and Administrative staff with legal issues, and cooperate with the Attorney General's Office for the Department of Human Resources, if necessary.
17. The contracted attorney shall advise the LDSS Project Manager or designee as to interpretations of statutes, administrative regulations, rulings and laws as they pertain to Child Welfare or Adult Protection cases and or policies thereof.
18. The contracted attorney and the LDSS Project Manager or designee shall discuss any deficiencies as indicated in the performance of the contracted attorney's duties. The contracted attorney shall submit a corrective action plan to the LDSS Project Manager or designee for final approval within five (5) working days from the deficiency notification.
19. The contracted attorney shall conduct in-service training for ACDSS staff as the need arises to improve the quality of social work practice in judicial and quasi-judicial settings. These training sessions shall be held two (2) times per contract year for a maximum of sixteen (16) hours, and will be conducted on site at the agency. Training sessions could include but are not limited to such topics as interviewing techniques, gathering evidence for court, documentation for court proceedings, and testifying in court. The training session topics and formats must be approved by the LDSS Project Manager or designee prior to implementation of the training.

3.5 Deliverables

The following deliverables shall be submitted on a monthly basis to the designated person below at the Allegany County Department of Social Services, One Frederick Street, Cumberland, MD 21502, as indicated below:

1. A Monthly Activity Report shall be submitted to the LDSS Contract Monitor (see Section 1.2) on or before the 15th day of each succeeding month. At a minimum, the monthly activity report shall include:
 - a. Case names (including if the case is an Adult or Child), docket numbers and number of cases handled.
 - b. Indication of services provided for case (pleadings filed, type of hearing, telephone, office).
 - c. Number of hours worked by the attorney per case.

2. The Monthly Invoice (**Attachment R**) shall be submitted to the LDSS Contract Monitor (See Section 2.22) on or before the 15th day of each succeeding month.
3. The following Minority Business Enterprise (MBE) Reports to the LDSS Contract Monitor as referenced in Section 2.32:
 - a. Prime Contractor Unpaid MBE Invoice Report (**Attachment J**)
 - b. Subcontractor Payment Report (**Attachment K**). (Must be submitted by the subcontractor directly to ACDSS and not via the contractor).

Failure to submit required reports/information within timeframes identified may be construed as failure to achieve satisfactory performance under the contract and result in ACDSS exercising the right to terminate the contract or withhold invoice payments as specified in Section 2.22 of this RFP. Final invoice payment is contingent upon receipt of all deliverables identified above.

3.6 Contractor's Project Manager

The Contractor shall designate an individual to serve as the Contractor's Project Manager. 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(s) will be provided in advance.

3.7 Post-Award Orientation Conference

Within two weeks after the contract start date, the LDSS Contract Monitor, LDSS Project Manager, the Contractor and/or the Contractor's Project Manager, and any other 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 provided upon notice of recommendation for award. Also, at this conference, the State will provide the Contractor with the relevant case files that are being transferred from the incumbent attorney.

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SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

4.1 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, include the Offeror's name, federal tax identification or social security number, *eMaryland Marketplace* identification number and address, and 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.**

4.2 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 4.3 (Volume I – Technical Proposal) and 4.4 (Volume II – Financial Proposal).

4.3 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. Proposed Service:

This section shall contain a definitive description of the Offeror's proposed plan to achieve the objectives and requirements of the RFP. This section shall also contain **Compliance with RFP Specifications (Section III)** and shall be prepared in the same sequence as the Specifications Section of this RFP. The Proposal shall include a detailed work plan. The Offeror's work plan shall describe how the proposed services will satisfy the State requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section.

B. Qualifications

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

1. Related experience.
2. Related Education or Training

Offeror shall provide a copy of their certificate of good standing with the Maryland Court of Appeals and their license to practice in State of Maryland.

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 Allegany County, how the offeror plans on meeting ACDSS' needs relative to this RFP, the nature and scope of the work involved and an understanding of the role of the Agency attorney. Offerors shall provide information that demonstrates a clear understanding of Allegany 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 and adhere to the specific rules and practices.

D. Personnel

This section shall include job descriptions, individual resumes and certificate of good standing for the personnel who are to be assigned to this project if the Offeror is awarded the Contract, including the Conflict Attorney. Indicate the role or assignment that each individual is to have in this project. The key personnel identified in the Offeror's Proposal are considered to be essential to the work being performed under this RFP. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor selected shall notify the Local 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 Local Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.

Support staff shall be identified when employed and the amount of time each staff is assigned to the ACDSS contract shall be included in the Job Description.

E. References

The Offeror shall supply two (2) business references to support the Proposal. Reference letters shall 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. The references 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 (3) years. Identify the name of each reference, 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 ACDSS. 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.

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.

F. 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. Information that can be used to demonstrate requisite responsibility and stability include one of the followings.

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

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.

G. 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.

H. 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.

I. 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.

J. Forms

1. Bid/Proposal Affidavit – Attachment B
2. MBE Forms:
 - Certified MBE Utilization and Fair Solicitation Affidavit – Attachment F
 - MBE Participation Schedule – Attachment G
3. Certification Regarding Lobbying - Attachment N
4. Living Wage: Affidavit of Agreement – Attachment O

4.4 Volume II - Financial

This volume should contain all price information for all services and products proposed. This volume must contain the following sections:

Pricing Proposal – Attachment A

Offerors must list the total price for Base Year 1, Base Year 2, Base Year 3 and the Option period as provided on **Attachment A**. The Grand Total Price (Base Year 1 + Base Year 2 + Base Year 3 + Option Period) will be used as the basis for award.

The financial proposal shall be placed in a sealed envelope clearly marked on the outside as the financial proposal followed by the name of the Offeror.

Living Wage

The Contractor shall be compliant with the Living Wage requirements in Section 2.37.

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SECTION V. EVALUATION PROCEDURES

5.1 Evaluation Committee

All Offerors' Proposals received by the closing deadline (See Section 1.5) 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 Local 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 Local Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Local Department can select a Proposal without first discussing the matter with the selected Offeror.

5.5 Criteria for Technical Evaluation

All proposals that are not judged to be susceptible for award will be excluded from further consideration in the awarding of the contract. Any oral presentations shall occur as part of the technical evaluation.

The criteria that will be used by the Committee for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance. Technical Proposals will be ranked according to the following major criteria: Each Committee member will rank the proposals according to the major criteria. The proposals will be ranked in 1-2-3 (etc) order; the highest ranking is one (1).

It will be the sole responsibility of the offeror to submit appropriate documentation in support of each of the following listed criteria as part of the proposal package.

Evaluation Criteria

- A. Proposed Services – Section 4.3 A**
- B. Qualifications – Section 4.3 B**
- C. Understanding the Problem – Section 4.3 C**
- D. Personnel – Section 4.3 D**
- E. References – Section 4.3 E**
- F. Financial Responsibility and Stability – Section 4.3 F**
- G. Economic Benefit to the State – Section 4.3 G**

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 a ranking for each of the proposals from the lowest to the highest total (Base Year 1, Base Year 2, Base Year 3 and option year) price proposal based on the total contract price in **Attachment A**, Pricing Proposal Form.

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 (BAFO). 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 Local 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

The Evaluation Committee will make a recommendation for award of the contract to the qualified Offeror whose proposal is determined to be most advantageous to the State based on the results of the final technical and financial evaluations. Technical and price factors will be weighted equally in the final evaluation.

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.

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SECTION VI. APPENDICES

Attachment A	Pricing Proposals (to be prepared by the Procurement Officer, completed by Offeror and returned with Proposal)
Attachment B	Bid Proposal Affidavit (complete and submit with offer)
Attachment C	Contract Affidavit (to be completed by successful Offeror only, upon notification of selection)
Attachment D	Contract (sample only)
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 (must be submitted with offer)
Attachment G	MBE Participation Schedule (must be submitted with offer)
Attachment H	Outreach Efforts Compliance (must be submitted within 10 working days after notification of apparent award)
Attachment I	Subcontractor Project Participation Statement (must be submitted with Outreach Efforts Compliance)
Attachment J	Prime Contractor Unpaid MBE Invoice Report
Attachment K	Subcontractor Payment Report
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
Attachment N	Certification Regarding Lobbying (mandatory for procurements where Federal funds are used totaling \$25,000 or more).
Attachment O	Living Wage Requirements and Affidavit of Agreement
Attachment P	Hiring Agreement (submitted within 10 working days after notification of apparent award if applicable)
Attachment Q	List of Recognized State of Maryland Holidays
Attachment R	Monthly Invoice
Attachment S	Monthly Activity Report