

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 **BCDSS/AFS-10-050-S** entitled **Transitional Shelter and Human Services for Single Adults**

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 N00R8201992

**STATE OF MARYLAND**

Department of Human Resources  
Baltimore City Department of Social Services  
Adult, Family and Children Services  
Homeless Emergency Environmental Service Unit  
1920 N. Broadway  
Baltimore, MD 21213

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**TRANSITIONAL SHELTER and HUMAN SERVICES FOR SINGLE  
ADULTS**

**DHR AGENCY CONTROL NUMBER: BCDSS/AFS-10-050-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). 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: January 6, 2009**

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## SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

### 1.1 Summary Statement

The Baltimore City Department of Social Services (BCDSS) intends to acquire a single contractor to provide transitional shelter, and human services for single adults (male and female) in Baltimore City. An array of services is needed to help these individuals capitalize on personal strengths, develop coping strategies and skills to deal with deficits, and develop a supportive environment in which to function as independently as possible. Transitional shelter service needs include overnight accommodations for a maximum 30-day stay with a possible 30-day extension (10 beds exclusively for BCDSS use on a fulltime basis for men and women), meals and linens (see Section 3.4). Human service needs include the continuity of care to customers from the time of entry throughout the course of the shelter placement with community reintegration being emphasized comprised of the following major components: 24-hour support and supervision, including crisis management or individual counseling; referrals to community resources; and brokerage of services (i.e. health, education and substances abuse treatment) (see Section 3.4). It is anticipated that the contract resulting from this RFP will be for a three-year period beginning on or about July 1, 2009 and ending on or about June 30, 2012.

### 1.2 Issuing Office

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

Darlene Dennis  
Procurement Officer  
Baltimore City Department of Social Services  
1910 N Broadway, Room 215  
Baltimore, Maryland 21213  
Ddennis2@dhr.state.md.us  
Telephone #: 443-378-4762  
Fax #: 443-378-4677  
**TDD: 443-423-6502**

### 1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on Wednesday, January 14, 2009 beginning at 10:00 A.M. local time at the Baltimore City Department of Social Services, Talmadge Branch Building, 1910 N. Broadway Street, 1<sup>st</sup> Floor, Conference Room 148, and Baltimore, Maryland 21213.

Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their Proposals. In addition, 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 January 12, 2009, all potential Offerors planning to attend call Darlene Dennis at 443-378-4762 with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, DHR will make reasonable efforts to provide such special accommodations.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the Conference and to those prospective Offerors known to have received a copy of this RFP. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

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

Written questions from prospective Offerors will be accepted by the Procurement Officer 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. Additionally questions, both written and oral, will be accepted from the prospective Offerors attending the Pre-Proposal Conference and will be answered at this conference or in a subsequent transmittal. (No substantive question will be answered prior to the Pre-Proposal Conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Answers to all substantive questions that have not previously been answered, will be distributed to all vendors who are known to have received the RFP.

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.

#### **1.5 Closing Date**

An original, to be so identified, and five (5) copies of the Technical Proposal and Financial Proposal (See Section IV) must arrive to the Procurement Officer by

February 5, 2009 at 2:00 p.m. Local time 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 or Offerors will be included by reference in any resulting Contract. All prices, costs, 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 State Project Manager**

The State Program Manager for this Contract is:

Jacqueline Adams, HEESU Program Manager  
Baltimore City Department of Social Services  
Homeless Emergency Environmental Service Unit  
1920 N. Broadway  
Baltimore, Maryland 21213

This person will serve as the sole point of contact for the Contractor in regards to the Contract(s) resulting from this RFP.

## **1.8 Glossary of Terms**

**Adult Family and Children Services Bureau**— A service bureau within the Baltimore City Department of Social Services, which serves families, children, and adults.

**Weekly Report**—A report completed by the Contractor on a weekly basis to provide an update on each customer's individualized service plan, referrals completed, outcomes of the referrals and the next action step.

**HEESU**—Baltimore City Department of Social Services Homeless Emergency Environmental Services Unit

**Holistic Approach**— A comprehensive approach to address all aspects related to a person, including physical, emotional, and mental well being. This approach looks at the relationships between problems and multiple risk factors rather than single causes.

**Individualized Service Plan Agreement**— Based on a face to face comprehensive assessment of each customer’s strengths, limitations, needs and available resources. The Individualized Service Plan agreement identifies goals and objectives, tasks, and timeframe. It is completed by the Contractor and the customer.

**Psychosocial Treatment Framework**—This framework looks at the individual developing in her/his social environment. This framework emphasizes case management, skill development, linkage with social support, and advocacy.

**Social Work Clinical Approach**—Is a systems-based theory designed to assess customers’ situations, identify customer strengths and factors in all life aspects impacting customer’s abilities, and planning to help customers achieve agreed upon goals which promote well being and self sufficiency.

**Transitional Shelter**—Accommodations for 30-60 days which include 24 hour support and supervision, crises management, meals, linen, personal care items, and referrals to community resources.

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## 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. 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 Contract Term**

The contract awarded as a result of this solicitation shall be for a period of 3 years. It shall begin on or about July 1, 2009, and end on or about June 30, 2012; however, if the term does not start on July 1, 2009, the contract will last for 3 years. In the event that the contract does not commence on July 1, 2009, the contract shall be effective from the date it is approved by the Board of Public Works and continue in effect for the full 3-year contract period.

## **2.11 Multi-Year Contract**

- A. Services are required for the entire 3-year contract term.
- B. A fixed price shall be given for the service based on a maximum per diem. The maximum per diem shall be based upon full occupancy and shall take into consideration all general, administrative and indirect costs associated with providing transitional shelter and human services (i.e., beds, linen, meals, salaries, fringe benefits, staff travel when conducting State business, supplies, photocopying, rent, utilities, etc.). The per diem and fixed price shall be as provided on the Pricing Proposal (**Attachment A**). Offerors shall submit prices for the entire time of performance on the Pricing Proposal.

- C. This 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 funds are not available for the continuation of the contract for each succeeding fiscal period.

## **2.12 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.

## **2.13 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.

## **2.14 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.

## **2.15 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.

## **2.16 Contractor's Responsibilities**

The State will enter into contractual agreement(s) with the selected Offeror(s). The selected Offeror(s) 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.

## **2.17 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.

## **2.18 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. The Offeror must enter its legal name in the appropriate spaces on the first page of the Contract and the Federal Tax Identification Number or Social Security Number and the dollar amount of the Proposal on page two.

## 2.19 Payment Terms/Billing

The successful vendor shall bill the Department monthly by the 15<sup>th</sup> of each month (**Attachment S**) for the prior month's activities. Payment shall be made based on 1/12<sup>th</sup> of the annual fixed price.

The successful vendor shall include with the invoice a completed Transitional Shelter and Human Services for Single Adults Monthly Report (**Attachment T**), which identifies the specific dates of arrival, departure, and names of customers who were referred by HEESU for that month.

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

The Department reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract. To recoup any reduced or withheld funds, the Contractor shall within 10 days after receipt of written notice from the HEESU Program Manager provide a Corrective Action Plan (CAP) to improve performance to a satisfactory level. The CAP shall identify specific changes to remedy noncompliance, data to verify corrective action, steps to limit reintroduction of noncompliance to agreed performance standards, the time limit to complete the changes, and progress reports. Once the CAP has been received along with any defective/outstanding deliverable(s) and approval of the plan/deliverable(s) is rendered by DHR/HEESU, payment will be released.

Invoices must be addressed to:

Original to:

Aaron Moore, Director of Finance  
Baltimore City Department of Social Services  
1910 N. Broadway, 2<sup>nd</sup> Floor  
Baltimore, Maryland 21213

Copy to:

Jacqueline Adams, HEESU Program Manager  
Baltimore City Department of Social Services  
Homeless Emergency Environmental Service Unit  
1920 N. Broadway  
Baltimore, Maryland 21213

All invoices must (at a minimum) be signed and dated (in blue ink) in addition to including the Contractor's mailing address, the Contractor'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.

## **2.20 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 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.**

## **2.21 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.

## **2.22 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 date 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, §1.1 and Procurement by Competitive Sealed Proposals.

## **2.23 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.

## **2.24 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.

## **2.25 Minority Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation.

## **2.26 Minority Business Enterprise Reporting**

The Department of Human Resources is responsible for reporting procurement activity with all Minority Business Enterprises (MBEs) to the Governor's Office of Minority Affairs. Only those vendors who have been certified as a MBE by the Maryland Department of Transportation (MDOT) can be counted in this report. In order to fulfill the reporting responsibility, it is requested that all Offerors complete the Minority Business Enterprise Report (**Attachment F**) and return it as part of their Proposal.

A non-profit entity organized to promote the interests of the mentally or physically disabled and vendors who are at least 51% owned and controlled by one or more of the following categories meet the definition for MDOT certification: African Americans, American Indians, Hispanics, Asian Americans, Women, Physically or Mentally Disabled. Inquiry and/or application can be made directly to the Maryland Department of Transportation, Office of Minority Business Enterprise.

## **2.27 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.

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

An overall MBE subcontract participation goal of **25%** of the total Contract dollar amount has been established for this procurement. This dollar amount includes:

- ❑ A sub-goal of **10%** of the total Contract dollar amount to be allocated to certified Minority Business Enterprises classified by the certification agency as women-owned businesses.
- ❑ A sub goal of **7%** of the total Contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the Offeror agrees that these dollar amounts 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.

## **2.29 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 social 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 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 2.28**). 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 G** 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 H**) 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 I)
  - b) Subcontractor Project Participation Statement (Attachment J)
  - 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(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 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 K).

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the 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 L)).
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.

G. LATE PAYMENT OF SUBCONTRACTORS - PROMPT PAYMENT POLICY

1. 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:
  - a. Not process further payments to the Contractor until payment to the subcontractor is verified;
  - b. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
  - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
  - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - e. Take other or further actions as appropriate to resolve the withheld payment.
2. 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.
3. 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:

- a. Affect the rights of the contracting parties under any other provision of law;
  - b. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
  - c. Result in liability against or prejudice the rights of DHR.
4. 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.
  5. To ensure compliance with certified MBE subcontractor participation goals, DHR may, consistent with COMAR 21.11.03.13, take the following measures:
    - a. Verify that the certified MBEs listed in the MBE Participation Schedule actually are performing work and receiving compensation as set forth in the MBE Participation Schedule.
    - b. This verification may include, as appropriate:
      - i. Inspecting any relevant records of the Contractor
      - ii. Inspecting the jobsite; and
      - iii. Interviewing subcontractors and workers.
      - iv. 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.
    - c. If DHR determines that the 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. 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.
    - d. 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:

- i. Terminate the Contract;
  - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
  - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.
- e. 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.

### **2.30 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 must 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.

#### Contractor's Liability Insurance

The Contractor shall indemnify and hold harmless and defend the State and all of its representatives from all suits, actions, or claims, of any character brought on account of any injuries or damages sustained by any person or property in consequence of any work performed under this contract, either by the Contractor, their employees, agent, or representative.

#### Liability Insurance

The contractor shall maintain workman's compensation insurance as required by law, by coverage with insurance companies acceptable to the state insurance commissioner for damages which may arise from operations under this contract, whether such operations be by himself/herself, or anyone directly or indirectly employed by them.

The contractor shall insure himself/herself and the state and hold the state harmless from any other claims. The limits for bodily injury liability shall not be for less than \$400,000/\$1,000,000 – that is \$400,000 is the limit for injury to any one (1) person, and

\$1,000,000 is the limit for injury to more than one (1) person in any accident. The minimum limit for property damage liability shall be \$200,000 per accident and \$400,000 aggregate. The above policies for bodily injury and property damage liability insurance shall be so written as to include contingent bodily injury and property damage liability insurance to protect the contractor and the state of Maryland and its employees against claims from the operations of the contractor.

### **2.31 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 O**).

### **2.32 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.

### **2.33 Non-Profit Affirmation**

It is recognized that several Departments do a significant amount of business with non-profit organizations that cannot be certified as Minority Business Enterprises (MBE's) regardless of their minority makeup. This business has a detrimental effect on the Department's ability to meet its overall MBE procurement participation goal. Accordingly, the Governor's Office of Minority Affairs has developed the Minority Managed Non-Profit Affirmation Form (**Attachment P**), as a means of reporting these procurements. Non-profit organizations are encouraged to complete the Affidavit and include it along with their Proposals.

### **2.34 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 *Living Wage Requirements for Service Contracts (Attachment Q)*. 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 \$11.72 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 contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 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 1 contract.

### **2.35 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 R**). 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.

### **2.36 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 Article 88A, Sections 6 and 6A, 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.

### **2.37 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 Baltimore City Department of Social Services (BCDSS) is the largest of Maryland's 24 local public social service agencies. BCDSS operates under the direction of the Maryland Department of Human Resources (DHR) in accordance with Article 88A of the Annotated Code of Maryland and Article VII, Chapter 48 of the Baltimore City Charter. BCDSS operations are carried out within a State-supervised, locally administered structure. BCDSS administers its program from a centralized facility at 1910 North Broadway Street in Baltimore City. Services to the Baltimore community are provided through Family Investment Centers, which serve neighboring communities. BCDSS focuses great attention on forging new partnerships with public and private groups to maximize resources that enable citizens to move toward personal and financial independence. The Agency provides a wide variety of services to its customers in three major areas: the family investment program, family and children's services, and adult support services.

The Homeless Emergency Environmental Services Unit (HEESU) under the Adult, Family and Children's Services Bureau has the primary responsibility for offering services to homeless adults and adults at risk of homelessness including those customers who are physically or emotionally disabled, vulnerable, diagnosed with mental illness and/or addiction, and other customers who have barriers to housing.

HEESU operates as a primary entry point of direct services for the homeless. During Fiscal Year, 2007 HEESU serviced 2,472 new customers who requested and received walk-in shelter services. Of the 2,472 new customers, 1,863 accepted intervention services. Intervention services include: referrals for shelter, drug treatment, medical and/or mental health treatment, transitional housing, permanent housing and financial benefits. Additionally, 180 customers were assessed for permanent housing services. The current Contractor served 74 customers through this contract in FY 2007.

As the need for homeless services and concern for vulnerable adults has risen drastically, shelter services has remained flat-funded. We have been unable to increase funding to pay for a rise in service related expenses such as building maintenance, utilities, food, and shelter employee wages. In the past negotiated adjustments in bed capacity occurred twice to cover the increased costs. Initially the funding paid for 15 shelter beds, which was reduced to 12 shelter beds. Then another reduction resulted in a financial capacity of 10 shelter beds.

## 3.2 Scope of the Project

The contract resulting from this RFP will enable homeless vulnerable and medically frail individuals, who live with the multiple crises of homelessness, HIV virus, mental health concerns and addiction, to be provided with safe transitional shelter services and a full scope of other services as described in Section 3.4 B. Many of the vulnerable homeless are unable to receive services at other shelter programs and are at high risk. Re-integration back into "society" for the chronic homeless person is a major process involving numerous human service organizations and family investment programs as well as other services and systems. Re-integration requires special skill sets helping customers to "buy in" and begin to trust available human services systems. Gaining access to the process is just the start. Gaining access back to the community (front line and second level systems advocacy) is another major part of the homelessness process that begins in the shelter.

To meet the objectives of this RFP and to reduce or eliminate recidivism, the customer needs assistance in realizing his/her potential in meeting their basic needs in order to attend to activities of daily living. This work with homeless citizens includes linkages with community systems, resources and supports. Support and ongoing assistance to the homeless is required 24 hours a day.

Twenty-four hour support and ongoing assistance includes the following major components: crisis management or individual counseling, coordination and assessment in the community of needed evaluations, basic behavior management/modification techniques, accessing all medical support as needed and appropriate, employment skill-building, locating long-term or permanent housing, and assuring more stability in the persons' life moving them past the recurrent crises towards securing benefits (Social Security, Medical/Pharmacy assistance or work for those who are able, etc.). Support and ongoing assistance also includes obtaining clothing and other necessary items such as personal hygiene kits, but more importantly, an on going means of emotional support for those in need.

HEESU is responsible for screening all customers referred to the Contractor. Each customer referred to the Contractor has a HEESU Case Manager assigned who carefully considers every referral on an individual basis. A referral is made to the Contractor when the HEESU Case Manager completes an assessment, stabilizes the customer in a preliminary shelter, involves the customer in a treatment program if evidence of substance abuse is present, and determines if the customer is receiving income or is in the process of having income verified.

Point of entry is through the shelter coordinator and is achieved via a Shelter Referral (**Attachment U**). Basic information concerning the customer is shared in a telephone call

from the HEESU Shelter Coordinator to the Shelter Manager or designee. The HEESU Case Manager on behalf of the customer shall work closely with the Shelter staff to ensure sharing of information, adequate service delivery and clear lines of communication. Ninety-nine percent of customers are given the Referral from the HEESU representative to take to the shelter to receive services. In an emergency or during extreme weather conditions, customers needing shelter services in the evening, the weekend or a holiday may be referred by designated HEESU representatives through a telephone call, followed by a faxed shelter referral on the next business day.

The number of customers to be served by the new contract is estimated to be between 40 to 130 homeless individuals per year. This volume however cannot be guaranteed. The estimated number of customers is based on a maximum stay of 30 days with a possible 30-day extension. Extensions will be granted by phone, email, or fax based on the individual merits of each case such as when the customer's physical and emotional safety is jeopardized or when the extension facilitates accessing necessary community housing or services.

### **3.3 Objectives**

The purpose of this RFP is to reduce chronic homelessness and redesign the direction of the customer's life toward self-sufficiency by providing safe housing to assist the customer with returning to the community while promoting a program that addresses their services and housing needs to prevent new episodes of homelessness.

### **3.4 Requirements**

#### **A. Offeror Requirements**

##### **The Offeror shall:**

1. Be a licensed shelter in accordance with the Department of Health and Mental Hygiene (DHMH) regulations and the Baltimore City Housing Code. BCDSS reserves the right to conduct a site visit of the shelter.
2. Possess a minimum of two (2) years experience with a proven track record in successfully housing adult-at-risk homeless persons, including those adults who have a known history of mental illness, mental retardation, substance abuse and physical disabilities.

## B. Contractor Requirements

### **The Contractor shall:**

1. Adhere to all applicable State and local housing codes, licensing requirements and any other requirements of the jurisdiction in which the shelter is located regarding the condition of the structure and operation of the shelter: zoning, construction, health, safety, fire, occupancy and other applicable State and local codes and standards.
2. Receive referrals on the contract start date.
3. Provide supervisory staff that have college degrees with a concentration in any of the Human Services fields and/or Nursing field or a minimum of 30 credit hours in a Social Science from an accredited college or university.
4. Provide ten (10) transitional shelter beds to be exclusively for use by BCDSS on a fulltime basis to include for all customers referred 24-hour support and supervision. Separate accommodations shall be made for men and for women.
5. Allow a maximum stay of 30 days with a possible 30-day extension with authorized verbal approval from the HEESU Program Manager or HEESU Shelter Coordinator. HEESU verbal approval will be followed-up with written approval to the Contractor on the next business day.
6. Provide a 12-hour (8:00 a.m. – 8:00 p.m.) intake capacity, 7 days a week. All referrals shall require a referral letter (**Attachment U**) from HEESU whenever a bed is needed.
7. Provide linens (top and bottom sheets, blanket, towels and washcloth) for each person. Reinforce and encourage good hygiene. A supply of soap, shaving items, toothpaste, feminine hygiene items, and shampoo shall be provided for all in need.
8. Provide three meals, seven days a week for every customer. Special provisions shall be made if a customer(s) has special medical diets or nutritional restrictions or misses a meal to assure the customer(s) still gets adequate food (especially if he/she must go for an evaluation, see a case worker, etc.).
9. Assign a counselor who shall screen customers upon their entry and provide them with information to orientate the customer to the facility. Ensure each customer has easy access to bathrooms, dining areas and fire exits. The

assigned counselor shall be the primary worker to provide assistance and support for an average caseload of five to ten customers.

10. Establish and implement house rules and resident rights and responsibilities for the purpose of protecting the health and safety of customers and staff. These rules shall include but are not limited to requirements for resident's participation, safety and security procedures, use of drugs and alcohol, curfews, and the Shelter's policy prohibiting fighting, violent and/or inappropriate behavior. It is important that the Contractor effectively communicate the Termination (COMAR 07.06.13.09), and Appeal and Grievance Rights and Nondiscrimination procedures to participants (COMAR 07.06.09.08).
11. Within the first week after each customer referral, begin the process of developing an Individualized Service Plan Agreement (**Attachment V**) between the shelter and the customer (which is ongoing). Ensure a task-centered problem-solving approach to independence with a focus on assessment, planning, linkage, monitoring and advocacy.
12. Actively coordinate and assist each customer in meeting his/her needs to move the individual beyond the crisis situation, availing all community-based services and resources, as appropriate and necessary.
13. Provide a psychosocial treatment framework to those homeless customers in care, who have a history of mental illness or at the time of admission, exhibit abnormal behavior as determined by the Contractor. The psychosocial treatment framework shall follow a social work clinical approach with emphasis placed on crisis intervention.
14. Conduct (at minimum) weekly individual sessions with each customer. The approach shall be an active holistic one (including escorting the customer(s) to a prospective apartment, medical provider, mental health provider, etc.).
15. Conduct weekly telephone case reviews between the HEESU Shelter Coordinator and the Contractor, in addition to conducting monthly meetings for review of outcomes to show if objectives are being met which gives an opportunity to jointly make changes for improvement. Monthly meetings take place to monitor progress toward a performance criteria, or benchmarks, against which to assess: 1) the rate of customers moving into stabilized housing, 2) completed individualized service plan agreement implemented by the 10th calendar day of the placement at the Shelter, and 3) the number of customers served from BCDSS who will apply and follow-up for basic benefits.

16. Conduct group meetings, as needed, under the guidance of staff with training in the mental health field or experience in working with the substance abuse population. Staff conducting group meetings shall be under the direction of a professionally trained individual with a background in social work, psychology, etc. who is licensed to practice in the State of Maryland.
17. Monitor the use of all legally prescribed medications by communicating with the customer(s) the directions as written in the prescription. Network and facilitate access to outpatient services, inpatient services, short-term or long-term as appropriate for medical, mental health or addiction services. Direct advocacy in the key areas of vocational and social rehabilitation to facilitate self-sufficiency.
18. Notify the HEESU Shelter Coordinator, HEESU Program Manager or Central Intake Supervisor by way of telephone, to be followed up no later than the next business day with the Incident Report (**Attachment W**) submitted by mail, email and/or fax communication within 24 hours of any customer(s) who, in the opinion of the Contractor, is inappropriate for the facility. Residents who are inebriated or using illegal drugs, or whose behavior causes questions of safety for themselves or the other residents can be asked to leave the shelter. The HEESU Program Manager, Central Intake Supervisor or HEESU Shelter Coordinator will provide telephone consultation on handling customers who are resistant to leaving the shelter. In extreme circumstances, the Contractor shall contact the Baltimore City Police Department for the removal of any resistant customer(s).
19. Notify the HEESU Shelter Coordinator every morning, by email Monday through Friday between 8:00 am and 12:00 Noon of the number of beds available. (The email address will be provided at the Post Award Orientation Conference)
20. Establish and maintain customer records. This shall be an operational procedure of the Shelter staff. The record shall include the HEESU referral letter, date of birth (DOB), substance abuse issues, physical disability, HIV status if relevant, cognitive impairment, use of medication, progress notes, Individualized Service Plan Agreement, income sources, medical records, aliases, all referrals, and personal characteristics. BCDSS shall possess ownership of all records and the Contractor shall provide access to the records within five (5) business days after receipt of a verbal request from HEESU. The Contractor shall store the records for three (3) years, after which time they shall be purged by shredding/burning if in paper format or making sure the file is permanently erased if the documents are maintained electronically,

21. Use Microsoft Office suite for the collection, preparation and submission of required deliverables (see Section 3.5).
22. Maintain an email account that facilitates transmission of the Weekly Report (**Attachment X**) and daily email notifications (the email address for notification will be provided at the Post-Award Orientation Conference).
23. Participate in quarterly meetings with HEESU to review contracted service outcomes. The location, date and time of the quarterly meetings will be provided by BCDSS HEESU in advance of each meeting, at the beginning of each fiscal year.
24. Work directly with each customer and HEESU Case Managers in planning for transition at contract expiration as follows:
  - a. Within 30 days prior to contract expiration develop a Transition Plan (**Attachment Y**) for each customer based on his or her unique needs and current situation, including instructions regarding any special needs such as medication requirements, etc.
  - b. Meet with the customer within two weeks prior to transition to answer questions the customer may have including arrangements made for shelter care and reclaiming valuables held for secure keeping.
  - c. Within one week prior to contract expiration, participate in an exit conference. The date, time and location of the exit conference will be provided by the HEESU Program Manager in advance. The Contractor's Project Manager is required to attend this meeting. The Contractor shall give a copy of all active customer case records to the HEESU Program Manager at this meeting.

### **3.5 Deliverables**

All deliverables shall be submitted to Jacqueline Adams, HEESU Program Manager, Homeless Emergency Environmental Service Unit, 1920 N. Broadway, Baltimore, Maryland 21213 as follows:

- A. **A copy** of the Monthly Invoices (**Attachment S**) due by the 15<sup>th</sup> of the month following the report month.
- B. Transitional Shelter Program Monthly Report (**Attachment T**) due by the 15<sup>th</sup> of the month following the report month.

- C. Weekly Report (**Attachment X**) due every Friday by close-of-business.
- D. The client Transition Plan (**Attachment Y**), due within 30 days prior to contract expiration.
- E. Copy of all active cases, due one-week prior to contract expiration.
- F. Incident Report (**Attachment W**) due within 24 hours of inappropriate behavior of a customer.
- G. Copy of all licenses, certificates of insurance, etc. required to operate the Shelter for the life of the contract, due within 3 business days after renewal.

The following deliverables shall be sent to the Baltimore City Department of Social Services, 1910 N. Broadway, 2<sup>nd</sup> floor, Baltimore, Maryland 21213 as follows:

- H. The **Original** Monthly Invoices (**Attachment S**) submitted to the Director of Finance by the 15<sup>th</sup> of each month following the report month.
- I. Prime Contractor Unpaid Invoice Report (**Attachment K**) due by the 15<sup>th</sup> of each month following the report month to the DHR MBE Liaison (see address on the form) and BCDSS Procurement Unit (in lieu of the DHR Contract Monitor as noted on the form).
- J. Subcontractor Payment Report (**Attachment L**) due by the 15<sup>th</sup> of each month following the report month to the DHR MBE Liaison (see address on the form) and BCDSS Procurement Unit (in lieu of the DHR Contract Monitor as noted on the form).

**Failure to submit the required deliverables within the timeframes identified may result in termination of any contract awarded through this RFP or reduction/withholding of contract payment as identified in Section 2.19.**

### **3.6 Contractor's Project Manager**

The Contractor shall identify 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 program as well as attend any meetings pertaining to the same.

### **3.7 Post-Award Orientation Conference**

Within two weeks prior to the contract start date of July 1, 2009, the BCDSS Procurement Officer, BCDSS Contract Manager/Monitor, the Contractor and/or

Contractor's Project Manager, and any other BCDSS employee 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, submission of MBE reports, 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.

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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 or product 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

**(Note: any professional licenses, certificates, etc. required of the Offeror or the Offeror's staff should be included here.)**

**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.

**D. Personnel:**

This section shall include job descriptions and individual resumes for the personnel who are to be assigned to this project if the Offeror is awarded the Contract. 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 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.

**E. References:**

The Offeror shall supply 3 reference letters from local businesses or social service agencies to support the proposal. The references shall be from within the past 3 years and shall be printed on the local business or social service agency's letterhead. Reference letters shall be submitted in a separately sealed envelope from the **reference source** for inclusion with the Offeror's proposal. Reference letters shall include the solicitation number (BCDSS-AFS-10-050-S), the Offeror's name and speak to the Offeror's qualifications, character, service provided, and performance. The letters must identify the name of each point of contact, and telephone number. The State shall have the right to contact any

- F. 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.

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.

#### **G. 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:

- 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.

**H. 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.

**I. 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.

**J. 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.

**K. Forms**

1. Bid/Proposal Affidavit – **Attachment B**
2. MBE Forms:
  - Minority Business Enterprise Report – **Attachment F**
  - Certified MBE Utilization and Fair Solicitation Affidavit – **Attachment G**
  - MBE Participation Schedule – **Attachment H**
3. Medicare, Medicaid Patient and Program Protection (if required) – Attachment \_\_\_\_
4. Certification Regarding Lobbying - **Attachment O**
5. Living Wage: Affidavit of Agreement – **Attachment Q**

**4.4 Volume II - Financial**

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

Pricing Proposal – **Attachment A**

A maximum per diem based upon full occupancy shall be provided to cover all costs associated with transitional shelter and human services to include but not be limited to: salaries, fringe, client transportation, beds, meals, linens, indirect costs, etc.

**Living Wage**

The Contractor shall be compliant with the requirements of House Bill 430, 2007 Legislative Session – State Procurement Contracts – Living Wage for all awards made on or after October 1, 2007. The Contractor shall use the established labor rates in House Bill 430 in calculating its Bid or Proposal. See Section 2.34 **(Attachment Q)** – Living Wage Requirements.

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## 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 bidders 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 bid 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 bidder 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 bidder's resident State that pertains to that State's treatment of nonresident bidders.

### 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 cost 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.

## RESPONSIBILITY

### A. 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.

## 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. Technical Proposals will be ranked according to the following major criteria:

#### **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 cost volume of each qualifying proposal will be distributed to the Committee following the completion of the technical evaluation. The Committee will establish the Grand Total price for all years of each 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) whose 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 greater weight than 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.

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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	Minority Business Enterprise Report (complete and submit with Technical Proposal)
Attachment G	Certified MBE and Fair Solicitation Affidavit (must be submitted with offer)
Attachment H	MBE Participation Schedule (must be submitted with offer)
Attachment I	Outreach Efforts Compliance (must be submitted within 10 working days after notification of apparent award)
Attachment J	Subcontractor Project Participation Statement (must be submitted with Outreach Efforts Compliance)
Attachment K	Prime Contractor Unpaid MBE Invoice Report
Attachment L	Subcontractor Payment Report
Attachment M	MBE Waiver Request Form (must be submitted within 10 working days after notification of apparent award if applicable)
Attachment N	MBE Unavailability Certificate
Attachment O	Certification Regarding Lobbying (mandatory for procurements where Federal funds are used totaling \$25,000 or more).
Attachment P	Minority Managed Non-profit Affirmation Form
Attachment Q	Living Wage: Affidavit of Agreement
Attachment R	Hiring Agreement (submitted within 10 working days after notification of apparent award if applicable)
Attachment S	Transitional Shelter and Human Services for Single Adults Monthly Invoice
Attachment T	Transitional Shelter and Human Services for Single Adults Monthly Report
Attachment U	BCDSS HEESU Referral Form
Attachment V	Individual Service Plan
Attachment W	Incident Report
Attachment X	Weekly Report
Attachment Y	Transition Plan