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PRE-PROPOSAL CONFERENCE  
CALDS/SSA/16-001-S - LEGAL SERVICES  
FOR CALVERT COUNTY DEPARTMENT OF SOCIAL SERVICES  
200 Duke Street  
Prince Frederick, Maryland 20678

OFFICIAL TRANSCRIPT OF THE PROCEEDINGS  
Thursday, January 7, 2016  
10:09 a.m.

REPORTED BY: Wanda L. Zapata, CVR-M

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C O N F E R E N C E   P A R T I C I P A N T S

ON BEHALF OF CALVERT COUNTY DEPARTMENT OF  
SOCIAL SERVICES:

- Althea Berry, Management Associate
- Rebecca Gray, Procurement Officer
- Deborah Walsh, Assistant Director for Services and  
Project Manager
- Marissa Persetic, Family Service Case Manager

ON BEHALF OF THE MARYLAND STATE DEPARTMENT  
OF HUMAN RESOURCES - CENTRAL, BALTIMORE MARYLAND:

- Shirelle Green, Procurement Division
- Tracey Gamble, Procurement Division

VENDORS:

- Jaimee McDowell, Esquire
- Michele R. Harris, Esquire
- Amy Lorenzini, Esquire
- Jennifer Dill, Esquire

## P R O C E E D I N G S

(10:09 a.m.)

MS. GRAY: My name is Rebecca Gray and I'm the Procurement Officer handling this RFP. Like I said, there's extra copies if someone needs one. As Althea said, it's posted on eMaryland Marketplace.

If you haven't already done so, please make sure that you sign in. Please note that For the Record will be transcribing this conference. When asking questions, please state your name and the name of the company of record.

The transcript of this conference will be made available on eMaryland Marketplace and the DHR website.

State representatives that we have here are in the back. We have --

MS. GAMBLE: Tracey Gamble.

MS. GREEN: And Shirelle Green, DHR.

MS. BERRY: Althea Berry, Calvert County DSS.

MS. GRAY: I'm Rebecca Gray.

MS. PERSETIC: I'm Marissa Persetic.

MS. WALSH: And I'm Deborah Walsh. I'm the Assistant Director for Services.

MS. GRAY: And then our vendors that are here, would you identify yourselves for the record, please.

MS. HARRIS: Michele R. Harris, the Law Offices of Michele R. Harris.

1 MS. MCDOWELL: Jaimee C. McDowell, Law Office of  
2 Jaimee C. McDowell.

3 MS. LORENZINI: Amy Lorenzini, Cumberland and  
4 Erly.

5 MS. DILL: Jennifer Dill, Ferrante and Dill.

6 MS. GRAY: Thank you.

7 The Calvert County Department of Social Services  
8 is issuing this Request for Proposal to acquire the legal  
9 services of a practicing attorney licensed in the State of  
10 Maryland to represent Calvert County DSS in the following  
11 areas: child welfare, child protective services, foster  
12 care, guardianships, adoptions, in-home family services,  
13 adult services, adult protective services, adult public  
14 guardianships, and requests for Calvert DSS records via  
15 subpoena.

16 In addition, the attorney must consult with and  
17 advise Calvert DSS staff on other general legal matters which  
18 may come before the Agency as required by the Maryland  
19 Annotated Code, Human Services Article subsection 3-601.  
20 It's also Attachment P of the RFP.

21 As outlined in Section III of this Request for  
22 Proposal, this will be a three-year contract beginning on or  
23 about April the 1st, 2016, and ending March 31st, 2019.

24 For the purpose of this RFP, the Procurement  
25 Officer, who will be me, is the sole point of contact

1 between the State and the vendor community. Please do not  
2 contact any other representatives regarding questions about  
3 this RFP. Please direct all inquiries to my attention. And  
4 I will leave my card on the table for those of you, but it  
5 is also in the RFP.

6 In order to receive a contract award, a vendor  
7 must be registered on eMaryland Marketplace. Each Offeror  
8 is requested to indicate its eMM vendor number in the  
9 transmittal letter submitted at the time of the proposal  
10 submission.

11 Question and Responses: We can respond to some  
12 questions that have been received prior to this conference  
13 now; however, time will not permit us to respond to all of  
14 them at this time.

15 Responses to all questions will be posted on the  
16 eMaryland Marketplace and the DHR website with sufficient  
17 time to allow Offerors to review them to assist with  
18 formulating their proposal submissions.

19 If any questions that are asked during this  
20 conference are responded to during the conference, please be  
21 advised that the responses to these questions will also be  
22 posted.

23 Should there be any discrepancy between the  
24 responses given during this conference and the written  
25 responses provided subsequently, the written response shall

1 prevail.

2 Proposal Due Date and Time: An unbound original  
3 and six copies of both the Technical and Financial  
4 Proposals, including the required electronic versions as  
5 outlined in Section 2 under proposals -- 4.2, I'm sorry, for  
6 the RFP must be received by the Procurement Officer no later  
7 than 4:00 p.m. local time, Monday, February the 8th, 2016,  
8 in order to be considered.

9 Requests for extensions of due date and time will  
10 not be granted. Proposals received after the due date and  
11 time cannot and will not be accepted, except as provided  
12 under provisions of COMAR 21.05.03.02 F and 21.05.02.10.

13 If you are mailing your proposal, please allow  
14 sufficient time for mailing to ensure that it is received by  
15 me prior to the proposal due date and time. A postmark by  
16 the due date and time is not acceptable. It must be  
17 received by me.

18 More information regarding the proposal format  
19 will be covered in Section IV.

20 The Public Information Act Notice: An Offeror  
21 should give specific attention to the clear identification  
22 of those portions of its proposal that it considers  
23 confidential or proprietary commercial information or trade  
24 secrets and provide justification why such materials, upon  
25 request, should not be disclosed by the State under the

1 Public Information Act.

2 This confidential and/or proprietary information  
3 should be identified by page and section number and placed  
4 after the title page and before the table of contents in the  
5 Technical Proposal and, if applicable, separately in the  
6 Financial Proposal.

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

11 Bid/Proposal Affidavit, Attachment B of the RFP:  
12 This form must be completed -- completely filled out and  
13 submitted with your Technical Proposal. You only need to  
14 submit it with the original of the Technical Proposal.  
15 Copies are not required.

16 Contract Affidavit, Attachment C of the RFP: This  
17 form is only to be submitted after notification of apparent  
18 contract award. Please do not include with the Technical  
19 Proposal.

20 Verification of Registration and Tax Payment:  
21 Before a business entity can do business in the State, it  
22 must be registered with the State Department of Assessments  
23 and Taxation, or SDAT. It is located at State Office  
24 Building, 301 West Preston Street, Room 803 in Baltimore,  
25 Maryland 21201.

1           The SDAT website is listed in this section of the  
2 RFP, which is also page 18. It is strongly recommended that  
3 any potential Offeror complete registration prior to the due  
4 date for receipt of proposals or that you review your  
5 registration information to ensure it's accurate and up-to-  
6 date.

7           An Offeror's failure to do so may result in an  
8 otherwise successful proposal being dropped from  
9 consideration for contract award.

10           There is no Minority Business Enterprise  
11 subcontracting goal for this RFP.

12           Living Wage Requirements: The Living Wage Law  
13 requires certain contractors and subcontractors to pay  
14 minimum wage rates to employees working under certain State  
15 services contracts.

16           A solicitation for services under a State contract  
17 valued at \$100,000 or more may be subject to Title 18, State  
18 Finance and Procurement Article of the Annotated Code of  
19 Maryland.

20           Effective September 28, 2015, contractors and  
21 subcontractors subject to the Living Wage Law shall pay each  
22 covered employee at least \$13.59 per hour if State contract  
23 services valued at fifty percent or more of the total value  
24 of the contract are performed in the Tier 1 Area.

25           If a State contract service valued at 50 percent

1 or more of the total contract value is performed in the Tier  
2 2 Area, the Offeror shall pay each covered employee \$10.21  
3 per hour.

4 The specific Living Wage Rate is determined by  
5 whether the majority of the services take place in the Tier  
6 1 Area or Tier 2 Area of the State.

7 The Tier 1 area includes Montgomery, Prince  
8 George's, Howard, Anne Arundel and Baltimore County and  
9 Baltimore City. The Tier 2 Area includes any county in the  
10 State not included above, which, of course, includes Calvert  
11 County, would be your Tier 2.

12 If a business had operations in areas with two  
13 different wage tiers, the rate you pay is determined by the  
14 area where 50 percent or more of the total contract value is  
15 performed.

16 If the employees who perform the service are not  
17 located in either Tier 1 or Tier 2, the Living Wage Rate  
18 will be based upon where the majority of the recipients of  
19 the services are located.

20 This contract has been determined to be a Tier 2  
21 contract. Additional information regarding the State's  
22 Living Wage requirement is contained in Attachments G and G-  
23 1, entitled, "Living Wage Requirements for Service Contracts  
24 and Affidavit of Agreement."

25 The Affidavit of Agreement must be completed and

1 submitted with the original copy of the Technical Proposal.  
2 Failure to complete and submit the Living Wage Affidavit of  
3 Agreement will result in a determination that the Offeror is  
4 not responsible.

5 The Maryland Living Wage Law is administered by  
6 the Department of Labor, Licensing and Regulation.  
7 Additional Living Wage information pertaining to reporting  
8 obligations may be found by going to the Maryland State  
9 Department of Labor, Licensing and Regulations -- or DLLR --  
10 website, which is listed here, and clicking on "Living  
11 Wage."

12 Note: The Living Wage Rates are subject to annual  
13 adjustment by DLLR; however, the contractor's prices under  
14 the contract may not change because of the Living Wage  
15 adjustment. Offerors must factor it in in their pricing of  
16 the proposal submissions.

17 Federal Funding Acknowledgment: There are  
18 programmatic conditions that apply to this contract because  
19 it contains federal funding. Please refer to Attachment H,  
20 Federal Funds Attachment, for additional information and  
21 requirements. Completed Federal Fund Attachment H is to be  
22 included in your Technical Proposal.

23 Conflict of Interest Affidavit and Disclosure:  
24 Offerors shall complete and sign the Conflict of Interest  
25 Affidavit and Disclosure, which is Attachment I, and submit

1 it with their proposal.

2 All Offerors are advised that if a contract is  
3 awarded as a result of the solicitation, the successful  
4 contractor's personnel who perform or control work under  
5 this contract and each of the participating subcontractor  
6 personnel who perform or control work under this contract  
7 shall be required to complete the agreements substantially  
8 similar to Attachment I located on page 86.

9 Non-Disclosure Agreement: All Offerors are advised  
10 that this solicitation and any resultant contracts are  
11 subject to the terms of the Non-Disclosure Agreement  
12 contained in this solicitation under Attachment J.

13 This agreement must be provided within five  
14 business days of notification of proposed contract award;  
15 however, to expedite the process, it is suggested that this  
16 document be completed and submitted with the proposal.

17 There is no Veteran-Owned Small Business  
18 Enterprise goal for this RFP.

19 DHR Hiring Agreement: All Offerors are advised  
20 that if a contract is awarded as a result of this  
21 solicitation, the successful Offeror will be required to  
22 complete a DHR Hiring Agreement. A copy of that affidavit  
23 is included as Attachment O on page 95.

24 This affidavit must be provided within five  
25 business days of notification of the proposed contract

1 award.

2 All right, Section 2 - Offeror Minimum  
3 Qualifications: The Offeror shall have two years of recent  
4 experience within the last five years in administrative,  
5 child welfare, child disability, family law, adult  
6 protective services and/or related legal fields.

7 As proof of meeting these requirements, in  
8 addition to the information requested in Sections 4.4.2.7  
9 and 4.4.2.9, the Offeror shall provide with its proposal  
10 three references from the past five years that are able to  
11 attest to the Offeror's experience with the following types  
12 of cases: child welfare, child disability, termination of  
13 parental rights, adult services, family law and related  
14 legal fields for each year of the last five years.

15 The attorney proposed to work under the contract  
16 shall be licensed to practice law in the State of Maryland.  
17 As proof of meeting this requirement, the Offeror shall  
18 provide with its proposal a copy of a Certificate of Good  
19 Standing from the Maryland Court of Appeals for each  
20 attorney assigned to this contract.

21 Section 3 is the Scope of Work, which will be  
22 presented to you by Deborah Walsh, the Project Manager.

23 MS. WALSH: I'm not going to read the scope of  
24 work because a lot of it is duplicative of already what  
25 Becky read to you.

1 I just wanted to highlight that a majority of the  
2 work is done with the child welfare part of the agency  
3 handling a case from shelter, which can occur at anytime and  
4 any day of the week, through adjudication, disposition,  
5 permanency planning, guardianship or adoption.

6 Also, recently we've had an increase in  
7 guardianships. The Department only holds guardianship of  
8 one individual. We have worked with the Office on Aging  
9 with two, so that's kind of newer to Calvert County, but we  
10 do see that that is expanding.

11 We also do -- are handling a lot of subpoenas for  
12 our family investment. We're getting an increasing number  
13 of subpoenas requesting their records in the court system.

14 Currently, our hearings -- our CINA hearings are  
15 scheduled and heard on three Mondays a month.

16 The previous Friday -- unless there's a holiday,  
17 which sometimes throws things off, the previous Friday is  
18 settlement conferences. They are normally at 8:30 in the  
19 morning and go until court -- it usually is managed with the  
20 normal business workday, but it can run past five o'clock.

21 Oh, there also is it's necessary to participate in  
22 mediation as court-ordered, as well as family involvement  
23 meetings upon request.

24 There's pre-hearing and post-hearing conferences  
25 in addition to the settlement conferences; provide general

1 legal advice to the supervisors and the line staff, as  
2 needed; attend in-service; there's a can do conference that  
3 -- and the subject matter is related to the CINA cases. It  
4 is the expectation that those will be attended, as well as  
5 doing training for staff not to exceed two times per year,  
6 but if there's any substantial changes in law, to come to  
7 the Department and work with staff; providing an emergency  
8 contact number so that we can reach you should we have an  
9 off-hour emergent situation; obviously, knowledge of the  
10 Uniform Child Custody Law and related proceedings is  
11 critical; making sure that the cases are filed timely and  
12 within the mandated timeframes; and represent child welfare  
13 and adult service appeals with the Office of Administrative  
14 Hearings, including all non-CPS appeals; consulting with the  
15 attorneys from the Maryland Office of the Maryland Attorney  
16 General; preparing witnesses for court testimony at least  
17 one week prior; just kind of as an aside, having a good  
18 working relationship with the Legal Aid and Public  
19 Defender's Office is also important; making sure that all  
20 court documents, included, but not limited to, court  
21 reports, addendums, orders, motions, subpoenas are delivered  
22 to the agency within one business day; prepare motions,  
23 petitions, orders and answers and affidavits for CINA, TPR,  
24 adult public guardianship, and other cases, as required  
25 within the mandated timeframes; work in conjunction with the

1 courts; assist and consult with Calvert DSS staff;  
2 participate in and regularly attend ad hoc meetings.  
3 Currently, there's a quarterly CINA meeting that does occur;  
4 provide a monthly activity report, as well as an invoice;  
5 also representing the Department in voluntary placements,  
6 which is increasing; guardianship hearings and proceedings  
7 and prepare the petitioners for the guardianship.

8 We talked about mediation and involvement at  
9 meetings; prepare for TPR hearings and testimony at least  
10 one week prior to the scheduled hearing; for the adult  
11 service world, to represent the Department with regard to  
12 authorization for forced entry; emergency adult protective  
13 services; temporary guardianship of person from medical  
14 consent; emergency guardianship of a person and regular  
15 guardianship of a person and to consult with the adult  
16 protective service staff regarding potential and active  
17 court cases; prepare, develop and file petitions in adult  
18 protection service cases such as emergency adult protective  
19 services and guardianship of the person; consult with and  
20 advise the adult service staff upon request regarding legal  
21 questions to include, but not limited to, liability, project  
22 home zoning, recovery of overpayments, suits by the clients  
23 or their relatives for termination of services or payments  
24 and gaining access to clients' funds in order to secure the  
25 needed service; prepare and attend court for shelter care

1 adjudication, disposition, contempt of an adult public  
2 guardianship; prepare petitions for adult public  
3 guardianship cases for both contested and non-contested, and  
4 represent CALDSS in all adult public guardianship hearings  
5 and proceedings; and provide legal assistance to Calvert DSS  
6 to ensure a client's income and assets are used for their  
7 benefit; for staffing, designate adequate staff to support  
8 the requirements of the RFP and provide a thorough  
9 description of the duties and responsibilities of the  
10 support staff.

11 Designated staff should include the attorneys and  
12 any support staff, including paralegals and legal  
13 secretaries, and provide a qualified conflict attorney  
14 willing to accept cases from the contractor when conflicts  
15 of interest preclude involvement of the contractor and/or  
16 when the contractor is on vacation.

17 The conflict attorney must meet all of the  
18 requirements of the minimal qualifications of the RFP. It  
19 will be the responsibility of the contractor to determine  
20 conflicts, assign appropriate cases to the conflict attorney  
21 and pay all professional fees involved.

22 Reports shall be submitted on a monthly basis to  
23 the State Project Manager. Again, it's a monthly invoice, a  
24 monthly activity outlining the use of the conflict attorney  
25 and report of postponements. And all of those are

1 Attachments Q, R, S, T.

2 Each person who is employed as an agent of the  
3 contractor or subcontractor shall display his or her company  
4 ID badge at all times while on State premises. Upon a  
5 request of the authorized State personnel, such as an  
6 employee or agent, shall provide additional photo  
7 identification.

8 The rest of the scope of work is kind of -- it's  
9 been already -- you can refer to it yourself. There's no  
10 real highlights to that.

11 Do you have any questions on the scope of work?  
12 Can we do questions now or is that --

13 MS. BERRY: If you want to ask questions about the  
14 scope of work, it's pertinent.

15 MS. HARRIS: Did I understand you to say that  
16 appeals are included?

17 MS. WALSH: Yes.

18 MS. BERRY: I apologize. State your name and  
19 company name, please.

20 MS. HARRIS: Yes, I'm sorry. Michele R. Harris,  
21 Law Offices of Michele R. Harris.

22 So administrative appeals, as well as the Court of  
23 Special Appeals, Intermediate Appeals, is it including those  
24 or just administrative?

25 MS. WALSH: It's the administrative appeals and

1 then you would work with the AG.

2 MS. HARRIS: Okay. So it is including both?

3 MS. WALSH: Except for the CPS appeals. That's  
4 taken out of this. That's represented separately. For the  
5 investigation, it's represented separately.

6 MS. BERRY: Could everyone hear Debbie? Just then  
7 I had a little trouble.

8 MS. GRAY: More questions on the scope or we'll  
9 move on.

10 (No response.)

11 MS. GRAY: Okay. And now my part is just reading  
12 to you, so I'm going to try to not read to you, if I can  
13 help it. I know how much fun that is.

14 One piece that I did see, Criminal Background  
15 Check: The contractor shall obtain from each individual  
16 assigned to work on the contract a statement permitting a  
17 criminal background check.

18 And the Department will obtain a criminal  
19 background check for each individual using a source of its  
20 choosing. The State Project Manager reserves the right to  
21 reject any individual based upon the results of the  
22 background check.

23 Obviously, another important part, the Proposal  
24 Format. There are two parts of this submission. One is  
25 your Technical Proposal and the other is the Financial

1 Proposal and never shall the two be mixed together. I want  
2 to just tell you that.

3 Volume I is your Technical Proposal and Volume II  
4 is the Financial Proposal. They are to be sealed separately  
5 from each other.

6 It's preferred, but not required, that your name  
7 and email address and phone number be included on the  
8 outside of the packaging for each volume.

9 Each volume shall contain one original unbound and  
10 six copies, unless this is resulting in the package being  
11 too unwieldy. The Department's preference is that the two  
12 sealed volumes be submitted together in a single package,  
13 including a label bearing the RFP title and number, name and  
14 address of the Offeror and the closing date and time of  
15 receipt of proposal.

16 There also is a requirement for an electronic  
17 version, either through CD or USB, to be submitted at the  
18 same time with Volume I, the Technical Proposal, and also  
19 with Volume II, the Technical Proposal, in Microsoft Word  
20 and the Financial can be in Microsoft Word or Excel.

21 Delivery, we've already covered that.

22 I've lost my place. Excuse me. (Perusing  
23 document.)

24 No pricing is to be listed in the Technical  
25 Proposal Volume. That's totally separate. That will be in

1 your Volume II.

2 MS. WALSH: There's just a whole bunch of listed  
3 titles.

4 MS. GRAY: Yeah, let me get back there. Okay,  
5 let's try this. Pricing and Title Page, all of that we've  
6 covered.

7 All right, like I said, Solicitation Title and  
8 Agency Control Number that the proposal is in response to  
9 with your signature; name and title of the individual  
10 authorized, this should be with the transmittal letter.  
11 It's under Section -- or Tab B of the transmittal.

12 The letter should include all of those things: the  
13 contact person, signature and typed name, the individual  
14 authorized to commit the Offeror to its proposal; the  
15 Federal ID Number of the Offeror or, if single individual,  
16 the Social Security Number; the Offeror's eMaryland  
17 Marketplace number, their MBE certification number, if  
18 applicable, or SBR certification number, if applicable, the  
19 Offeror's VSBE, which is Veteran's, if applicable;  
20 acceptance of all State RFP and contract terms and  
21 conditions.

22 If any exceptions are taken, they are to be noted  
23 in the Executive Summary, and acknowledgment of all addenda  
24 to this RFP.

25 The Executive Summary you submit under Tab C; the

1 Minimum Qualifications Documentation you submit under Tab D;  
2 Offeror Technical Response to RFP Requirements and Proposed  
3 Work Plan, submit under Tab E; Experience and Qualifications  
4 of Proposed Staff submit under Tab F; Offeror Qualifications  
5 and Capabilities submit under Tab G; References submit under  
6 Tab H; and list of Current or Prior State Contracts submit  
7 under Tab I; Financial Capability submit under Tab J;  
8 Certificate of Insurance under Tab K; Subcontractors under  
9 Tab L; Legal Action Summary submit under Tab M; Economic  
10 Benefit Factors submit under Tab N; Additional Required  
11 Technical Submissions submit under Tab O. This is the  
12 section where all of the required forms are to be submitted.

13 Volume II, on your Financial Proposal: Under  
14 separate sealed cover from the Technical Proposal, clearly  
15 identify in the format identified in Section 4.2, the  
16 Offeror shall submit the original unbound copy and six  
17 copies and an electronic version in Microsoft Excel the  
18 Financial Proposal.

19 The Financial Proposal shall contain all price  
20 information in the format specified in Attachment F. The  
21 Offeror shall complete the Financial Proposal Form only as  
22 provided in the Financial Form instructions and the  
23 Financial Proposal Form itself.

24 Section 5, Evaluation Committee, Evaluation  
25 Criteria and Selection Procedure: Evaluation Committee,

1 Evaluation of proposals will be performed in accordance with  
2 COMAR 21.05.03 by a committee established for that purpose  
3 and based on the evaluation criteria set forth in the RFP.

4 The Evaluation Committee will review proposals,  
5 may participate in Offeror oral presentations and  
6 discussions and will provide input to the Procurement  
7 Officer.

8 The Department reserves the right to utilize the  
9 services of individuals outside of the established  
10 Evaluation Committee for advice and assistance, as deemed  
11 appropriate.

12 Technical Proposal Evaluation Criteria: The  
13 criteria to be used to evaluate each Technical Proposal are  
14 listed as follows in descending order of importance:

15 Offeror's Technical Response to RFP requirements  
16 and work plan; experience and qualifications of proposed  
17 staff; Offeror qualifications and capabilities, including  
18 proposed subcontractors; economic benefit to the State of  
19 Maryland.

20 Financial Proposal Evaluation Criteria: All  
21 qualified Offerors (a responsible Offeror determined to have  
22 submitted an acceptable Technical Proposal) will be ranked  
23 from the lowest (most advantageous) to the highest (least  
24 advantageous) price based on the Offeror's total three-year  
25 price within the stated guidelines set forth in the RFP and

1 submitted on Attachment F, the Financial Proposal Form.

2 Selection Procedures: Technical Proposals are  
3 evaluated for technical merit and ranked. During this  
4 review, oral presentations and discussions may be held.

5 The purpose for such discussions will be to assure  
6 a full understanding of the State's requirements and the  
7 Offeror's ability to perform the services, as well as to  
8 facilitate the arrival at a contract that is most  
9 advantageous to the State.

10 Offerors will be contacted by the State as soon as  
11 any discussions are scheduled. Offerors must confirm in  
12 writing any substantive oral clarifications or changes in  
13 their Technical Proposals made in the course of discussions.

14 Any such written clarifications or changes then  
15 become part of the Offeror's Technical Proposal. Technical  
16 Proposals are given a final review and ranked.

17 The Financial Proposal for each qualified Offeror  
18 will be evaluated and ranked separately from the technical  
19 evaluation. When in the best interest of the State, the  
20 Procurement Officer may permit qualified Offerors to revise  
21 their initial proposal and submit, in writing, the best and  
22 final offer. The State may make an award without issuing a  
23 request for a best and final offer.

24 Upon completion of the Technical Proposal and the  
25 Financial Proposal evaluations and rankings, each Offeror

1 will receive an overall ranking. The Procurement Officer  
2 will recommend award of the contract to the responsible  
3 Offeror that submitted the proposal determined to be most  
4 advantageous to the State.

5 In making this most advantageous proposal  
6 determination, technical factors will receive equal weight  
7 with financial factors.

8 Do you have any questions? If so, please state  
9 your name and your firm.

10 (No response.)

11 MS. GRAY: Are you all asleep now? Do you want me  
12 to keep reading? I have volumes to go through.

13 But I know that I don't like being read to  
14 constantly, so any questions that we can answer?

15 (No response.)

16 MS. GRAY: All right. So the proposals are due by  
17 Monday, February the 8th, at 4:00 p.m. They have to be in  
18 this office. Once again, postmark dates do not count.

19 MS. BERRY: Could I just add something? Althea  
20 Berry with Calvert County DSS.

21 MS. GRAY: Althea.

22 MS. BERRY: Any questions, please submit them  
23 electronically, you know, in writing to Becky Gray's  
24 attention, Rebecca Gray's attention, either by email or fax.

25 And all questions and answers will be responded to

1 and will be posted on eMaryland Marketplace and DHR's  
2 website, as well as the transcript of this pre-proposal  
3 meeting.

4 And the addenda that would come up would also be  
5 posted on eMaryland Marketplace and DHR's website.

6 MS. GRAY: And I put my card on the table. It has  
7 my email address, but it's also in the RFP. But, you know,  
8 any questions, don't hesitate to submit them by email.

9 MS. DILL: I have a question. Jennifer Dill from  
10 Ferrante and Dill.

11 Can we get a copy of the RFP password unprotected?

12 MS. GRAY: Do we have an answer to that question?

13 MS. GREEN: We don't have an answer to that  
14 question.

15 MS. BERRY: I'm sorry.

16 MS. GREEN: We will put it in writing. Shirelle  
17 Green of DHR.

18 We don't have an answer to that question yet and  
19 the response will be posted on eMaryland Marketplace.

20 MS. DILL: Thank you.

21 MS. GRAY: Anything else? Well, I thank you all  
22 very much for coming.

23 MS. WALSH: Thank you all for coming.

24 MS. GRAY: Like I said, feel free to take the  
25 card. I have to give them away to somebody.

1 MS. BERRY: Excuse me. Jennifer -- Althea Berry,  
2 again, Calvert County DSS.

3 Jennifer, Shirelle Green with DHR-Central, has a  
4 follow-up question to your question.

5 MS. GREEN: Shirelle Green, DHR.

6 Can you state why you need that solicitation  
7 password unprotected?

8 MS. DILL: It's in order to ensure the compliance  
9 with each aspect of it. So that as we're going through it,  
10 it's just for ensuring that we've met every single  
11 requirement of the RFP.

12 And it's a way -- when you parse it out, it's a  
13 way to parse out the RFP to ensure compliance. I know that  
14 it's fairly standard throughout the industry.

15 MS. GRAY: Thank you.

16 MS. BERRY: We thank you all for coming.

17 MS. GRAY: Thank you all so much.

18 (Whereupon, at 10:44 a.m., the conference  
19 concluded.)

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## CERTIFICATE OF REPORTER

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I, Wanda L. (Granger) Zapata, a Master Certified Verbatim Reporter, do hereby certify that I took the voice written notes of the foregoing conference which I thereafter reduced to typewriting; that the foregoing is a true record of said proceedings; that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were held; and, further, that I am not a relative or employee of any person employed by the parties hereto, nor financially or otherwise interested in the outcome of the action.



WANDA L. GRANGER, CVR-M

Notary Public in and for the  
State of Maryland

My commission expires: January 20, 2017