**REQUEST FOR PROPOSAL (RFP)**

**LEGAL REPRESENTATION SERVICES**

**FOR**

**CHILDREN INVOLVED IN**

**CHILD IN NEED OF ASSISTANCE (CINA), TERMINATION OF**

**PARENTAL RIGHTS (TPR) AND RELATED PROCEEDINGS**

**OS/MLSP-15-001-S**

**AMENDMENT NO. 6**

**June 5, 2015**

Dear Prospective Offerors:

This amendment is being issued to amend certain information in the above-named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The changes are listed below. New language has been double underlined and marked in **bold (i.e. word)**, and language that has been deleted has been marked with a strikethrough (i.e. ~~word~~).

1. **Section 3.2.4.11 Accounting Management is replaced** as follows:

**Contractors shall provide accounting and reporting systems as well as establish adequate internal control over revenue and expenses related to services provided under the Contract that are in accordance with generally accepted accounting principles and the specifications as set forth in this solicitation.**

**Contractors shall cooperate and interface with the State for routine, periodic or special compliance audits as deemed appropriate by the State. Interfacing includes having and utilizing adequate and specific computer software and hardware as well as completing all necessary forms in accordance with the timeframe specified.**

**Contractors shall not co-mingle revenues associated with this Contract with the Contractor’s other revenue, which may be held in a separate Fund or Trust Account.  By not co-mingling funds, Contractors shall account for the revenue received associated with this Contract and related expenses incurred by the Contractor in providing the requested services. Expenses may include both direct expenses (such as employee salary and related transportation cost) and indirect expenses (such as rent expense for office space, telecommunications expenses, and office supplies).  For indirect expenses charged to the Contract, the Contractor shall be able to provide documentation for how the indirect cost was calculated, the allocation methodology used and justification for how the cost supports services provided under this Contract.  All authorized Department personnel or State auditors should be able to clearly monitor the revenues and expenses associated with this Contract.  Failure to comply with this clause may result in the withholding of payments until the State Project Manager finds the Contractor in compliance.**

**2. Section 3.2.4.14 D Contract Monitoring and Audits is replaced** as follows:

D.    Annual Financial Audit

**The objective of this audit is to conduct an examination of the financial statements of Contractor. The Contractor shall conduct an annual financial audit of the MLSP funds each Contract year.  The financial audit shall be completed by an independent Certified Public Accountant and must be conducted in accordance with generally acceptable auditing standards. The auditor should express an opinion on the fair presentation of the basic financial statements of the funds, in conformity with generally accepted accounting principles. The auditor shall also report on the Contractor’s compliance with Section 3.2.4.11, including commenting on the internal controls over Contractor’s financials.  The audit is due no later than ninety (90) days after the end of each Contract year.  Final payment under the Contract is contingent upon receipt of the final financial audit.**

Offerors are reminded that they must acknowledge receipt of all amendments issued against the RFP in their Transmittal Letter (see RFP §§ 1.18 and 4.4.2.3). If you require clarification of the information provided in this amendment, please contact me at (410) 767-7346, or via email at kristin.leonard@maryland.gov.

 By,

 Kristin Leonard

 Kristin Leonard

 Procurement Officer