



Maryland's Human Services Agency

**DEPARTMENT OF HUMAN SERVICES
CECIL COUNTY DEPARTMENT OF SOCIAL SERVICES**

**SMALL PROCUREMENT SOLICITATION FOR
LEGAL SERVICES (Provide Legal Counsel and Representation)**

DHS AGENCY CONTROL NUMBER: CEDSS/CWS-22-003.S

1. SUMMARY STATEMENT

The Department of Human Services (Department or DHS), Cecil County Department of Social Services (CEDSS) intends to procure the services of a practicing attorney or law firm, licensed in the State of Maryland, to represent the agency before the Cecil County Courts in matters involving Child Welfare and Adult Services. **The resulting Contract will be for six (6) months.** The volume of cases will vary based on the number of families in need of care and the services required.

This is a small procurement pursuant to the Code of Maryland Regulations (COMAR) 21.05.07 and is expected by the Procurement Officer to cost \$50,000 or less.

2. BACKGROUND

CEDSS is the local services agency that is authorized by law to administer programs in the areas of Adult Protective Services (APS), Child Protective Services (CPS), foster care, income maintenance and child support enforcement, among others, for the citizens of Cecil County. In the administration of these programs, it is routinely necessary for CEDSS to employ the services of a practicing attorney to represent the agency before the Cecil County courts.

During State Calendar year 2019, the attorney for CEDSS represented the agency for approximately 334 proceedings broken down as follows:

- A. Shelter Petitions filed: 53 individual children.
- B. Adjudication/disposition hearings: 26 sibling groups counted as one case
- C. Orders of protective supervisions and motions for protective orders: 1
- D. Adult Public Guardianships: 2-3
- E. Contested TPR: 13
- F. Permanency planning and review hearings: 232
- G. Other motion hearings and status conferences: 6

The number of proceedings listed above is historical data and does not guarantee case volume for this solicitation. The volume of cases may increase or decrease and will vary based on the number of families in need of care and the services required.

3. SCOPE OF THE PROJECT

The successful Offeror (Contractor) will provide legal representation services in the areas of Child in Need of Assistance (CINA), CPS, Foster Care, Guardianships, Adoptions, In-Home Family Services, Adult Services, APS, Adult Public Guardianships, Termination of Parental Rights (TPR) and requests for CEDSS records via subpoena. In addition, the attorney will consult with and advise CEDSS staff on other general legal matters, which may come before the Agency as required by the Maryland Annotated Code, Human Services Article § 3-601 (**Attachment A**) and as outlined in Section 5 of this solicitation. The Contractor shall represent CEDSS during normal State business hours from 8:00 AM to 5:00 PM Eastern Time (occasionally past 5PM), Monday through Friday, and attend hearings as scheduled by the Court. On rare occasions, CEDSS may need assistance with an emergency situation. In such cases, the CEDSS Director or designee may contact the Contractor outside of Normal State Business Hours for immediate guidance.

Note: The following services are excluded from this RFP:

- Child support enforcement;
- Criminal investigations or prosecutions pertaining to child abuse or neglect;
- Findings in child abuse and neglect investigations, including contested case hearings arising from those findings; and
- Medicare or Medicaid eligibility and/or recovery of any payments made to third party providers.

4. OFFEROR QUALIFICATIONS

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- A. The Offeror shall provide an attorney with at least two (2) years' experience (within the last five (5) years) in the practice of family law, child-welfare, adult services, or guardianship.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal, the resume of the attorney(s) relied on to meet the requirement along with at least two (2) professional references to substantiate the experience of the attorney(s).

- B. The attorney(s) shall be in good standing with the Maryland Court of Appeals.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal a copy of a Certificate of Good Standing from the Maryland Court of Appeals for each attorney who will be assigned to the Contract resulting from this Request for Proposals (RFP).

5. CONTRACTOR REQUIREMENTS

A. General Requirements

The Contractor shall:

- (1) Be located within a 60-minute drive from the Elkton Circuit Courthouse, 129 East Main Street, Elkton, Maryland 21921.
- (2) Be available by telephone, fax, google meeting or e-mail during Normal State Business Hours (occasionally past 5 p.m.) and available to attend ad-hoc meetings. In the event of an ad-hoc meeting, CEDSS will notify the Contractor at least one hour in advance of the meeting.

Note: On rare occasions, CEDSS may need assistance with an emergency situation. In such cases, the CEDSS Director or designee may contact the Contractor outside of Normal State Business Hours for immediate guidance. The Contractor shall develop a plan for emergency contact.

- (3) Provide sufficient staff to support the requirements of this RFP.
- (4) Provide a qualified conflict attorney willing and able to accept cases from the Contractor when conflicts of interest preclude involvement of the Contractor or when the Contractor is on vacation, family emergencies, sick leave, and unforeseen circumstances. The Conflict Attorney must meet all requirements of the RFP. The Contractor shall determine conflicts, assign appropriate cases to the conflict attorney, and pay all professional fees involved.
- (5) Vacation Hours: Requests for leave shall be submitted to the Contract Monitor at least two weeks in advance. The Contract Monitor reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.
- (6) Attend all pre-hearing and post-hearing conferences including settlement conferences.
- (7) Respond to all subpoenas received by CEDSS.
- (8) Provide general legal advice (including the analysis and interpretation of statutes, regulations, and policies) by legal memorandum, assistance and/or consultation with CEDSS staff. All written materials developed must be approved by the DHS Office of the Attorney General prior to implementation.
- (9) Attend seminars, training workshops and other forms of in-service training (conducted at CEDSS and other locations) when the subject matter relates to legal issues that bear upon CEDSS scope, role, mission, function or goals (e.g. Foster Care Improvement Project and best practices in/regarding Adult Public Guardianship). Training sessions are generally free of charge and are

generally conducted in the Baltimore metropolitan and Southern Maryland areas. It is estimated that no more than three events will be held at a location other than CEDSS within the State of Maryland. The Contractor is responsible for all costs associated with attending any of the training sessions.

- (10) Conduct in-service training for CEDSS staff to improve the quality of social work practices in judicial and quasi-judicial settings. The Contractor may coordinate training with the DHS Office of the Attorney General.
- (11) Analyze, interpret and, where indicated, develop written memoranda regarding new and existing law and policies governing CWS, Adult Services, Adult Public Guardianship and APS after coordination with the DHS Office of the Attorney General.
- (12) Review all court cases with staff. Except for TPR cases, reviews must occur at least once a month on Wednesdays when the attorney is not required to be in court. TPR case reviews must occur at least once a month on Friday mornings when the attorney is not required to be in court. The attorney shall be available a minimum of 4 hours for each review.
- (13) Participate and/or consult with attorneys from the Office of the Maryland Attorney General when the CEDSS is involved in an appeal of one of CEDSS' cases. The Contractor shall do this regardless of whether CEDSS is the plaintiff or the defendant.
- (14) Appear with the CEDSS Director or his Designee before boards, commissions and other quasi-judicial bodies when CEDSS wishes to effect changes in various administrative codes that impact program and service delivery.
- (15) Participate (when needed) with CEDSS staff in the Fair Hearings process (consumer administrative appeal of CEDSS regulations involving statutory benefits and other social service entitlements).
- (16) Provide advice to the CEDSS Director or designee regarding employee grievances when employee disciplinary actions could impede the employee's credibility in court.
- (17) Represent the interests and implement the recommendations of CEDSS staff in all matters coming before the Circuit Court for Cecil County. This may include, but is not limited to: Child Welfare, CPS; Foster Care; Adoptions; Guardianships; Services to extended families with children; In-home Family Services; Resource Home appeals; APS; Adult Guardianship; etc. In limited instances, the Contractor may have to represent CEDSS in courts outside of Cecil County. Contractor shall be available on average six days per month for court proceedings.
- (18) Consult with and prepare witness and staff for court testimony as needed and at least one (1) week prior to the scheduled hearing. Depending upon the complexity of the case, preparations may need to begin sooner.

- (19) Prepare for and attend court hearings in matters of shelter care, adjudication, disposition, contempt, and child and adult guardianship (both contested and uncontested).
- (20) Prepare motions, petitions, precepts, orders, answers and affidavits for CINA, TPR, Adult Guardianship, and other cases as required.
- (21) Discuss the CEDSS recommendations with other attorneys-of-record prior to the court hearing.
- (22) Work in conjunction with the Cecil County Courts to schedule the docket for CEDSS cases.
- (23) File CEDSS cases in a timely manner, consistent with State and federal laws, regulations, and rules.
- (24) As a normal part of business, ensure that all court documents are processed and delivered to CEDSS in a timely manner. This shall include interoffice mail pick-up and delivery of such court documents **on a daily basis**.
- (25) Participate in regularly scheduled and ad hoc meetings with the Judges of the Cecil County Courts.

B. Requirements Specific to CWS, CPS, Foster Care, Adoptions, and In-Home Family Services

The Contractor shall:

- (1) Represent CEDSS in all CINA petition hearings, including emergency shelter care hearings as scheduled, adjudication and disposition hearings.
- (2) Represent CEDSS' Child Welfare Division in all legal matters relating to child abuse and neglect as well as Voluntary Placements before the Cecil County courts.
- (3) Represent CEDSS in all Permanency Plans and review hearings and negotiate consent orders between attorneys involved in TPR cases; adoption subsidy matters and administrative appeals.
- (4) Provide legal advice to CEDSS by legal memorandum when CEDSS chooses to move a client into a foster home.
- (5) Intervene, if necessary, in custody disputes when the welfare of the child is at risk.
- (6) Represent the Agency in all Guardianship hearings and proceedings and prepare petitions for Guardianship cases, both contested and uncontested.

(7) Attend and participate in court-ordered CINA mediation.

(8) Attend and participate in Family Involvement Meetings (FIMs) upon the request of the CEDSS.

C. Requirements Specific to Adult Services and APS

The Contractor shall:

(1) Represent CEDSS' Director or Designee in court regarding authorization for forced entry, emergency APS orders, temporary guardianship of the person for medical consent, emergency guardianship of the person, and regular guardianship of the person.

(2) Consult with APS workers regarding potential and active court cases. Prepare, develop and file petitions with the courts in APS matters, such as emergency protective services and guardianship of the person, within the time frames consistent with State and federal laws, regulations, and rules.

(3) Attend the Adult Public Guardian Review Board meetings at CEDSS, in which reviews of public guardianship occur. These meetings take place quarterly or as otherwise scheduled.

(4) Prepare petitions for Adult Public Guardianship cases, both contested and non-contested, and represent CEDSS in all Adult Public Guardianship hearings and proceedings.

(5) Represent CEDSS on issues involving assisted living regulations in courts.

(6) Provide legal assistance to ensure client's income and assets are used for their benefit.

6. INSURANCE

A. The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

B. The Contractor shall maintain Malpractice/Professional Liability insurance with a minimum single limit of \$500,000 per occurrence.

C. The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the

State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

- D. The Contractor shall maintain Employee Theft Insurance to cover employee theft with minimum single loss limit of \$1,000,000 per occurrence.
- E. Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Project Manager. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - Commercial General Liability as required above.
 - Malpractice/Professional Liability as required above.
 - Automobile and/or Commercial Truck Insurance as required above.
 - Crime Insurance as required above.
- F. The "State of Maryland, its officers, employees and agents" shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Worker's Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Worker's Insurance Fund). All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Project Manager, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Project Manager receives a notice of non-renewal, the Contractor shall provide the Project Manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- G. The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the Project Manager with the same documentation as is required of the Contractor.

7. CONTRACT TERM AND DELIVERABLES

- A. The Contract resulting from this solicitation will be for a six (6) month period expected to begin September 1, 2021.
- B. Deliverables/Reporting:

Within 5 business days of receipt of a notification of recommendation for contract award, the Contractor shall submit in writing to the CEDSS Project Manager:

- (1) Signed Small Procurement Standard Services Contract - Attachment H and
- (2) Copy of a current certificate of insurance with the prescribed limits set forth in the Insurance section of this solicitation, listing the State as an additional insured.

The Contractor shall submit, via email, the following reports to the CEDSS Project Manager no later than the 15th day of each month for the previous month's activities:

- (1) Monthly Activity Report (**Attachment B**) that includes, at minimum, the client's name, case number, caseworker's name and the nature of the legal activity;
- (2) Monthly report documenting the use/activity of the Conflict Attorney during the month (**Attachment C**). The report shall include an explanation for each dispute or conflict, actions taken by the Contractor to discontinue the representation, and the total number of dispute or conflict cases that occurred during the month;
- (3) Provide to the State Project Manager, written documentation regarding any postponements (**Attachment D**). The written documentation shall include the name of the case that was rescheduled, the reason for postponement and the next scheduled hearing date; and
- (4) An Invoice (**Attachment E**).

Failure to submit required reports/information within timeframes identified may be construed as failure to achieve satisfactory performance under the Contract and may result in CEDSS withholding invoice payments. Final invoice payment is contingent upon receipt of all Deliverables identified above.

8. STATE PROJECT MANAGER/PROCUREMENT OFFICER

The State Project Manager for this Contract is:

Latanya Cotton, Services Assistant Director, 170 East Main Street, Elkton MD 21921, Office # 410-996-0150, Fax # 410-996-0464, email address: Latonya.cotton@maryland.gov.

The State Procurement Officer for this Contract is:

Shirelle Green, 311 W. Saratoga Street, 9th Floor, Room 940-B, Baltimore, MD 21201, Email address: shirelle.green@maryland.gov.

After Contract award, the Project Manager will serve as the primary point of contact regarding the Contract resulting from this RFP. However, for certain contract related actions the Procurement Officer may communicate with the Contractor.

9. SUBMISSION INFORMATION

Proposals must be submitted through eMaryland Marketplace Advantage (eMMA) by July 09, 2021, 10:00 AM Eastern Time in order to be considered. Requests for extension of this date or time will not be granted. Proposals and unsolicited modifications to Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F.

Inquiries must be directed to the Procurement Officer listed on the Solicitation.

Proposal Submission shall include:

Volume I - Technical Proposals

NOTE: Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- (1) In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections of this Small Procurement Solicitation for Legal Services (e.g., "Section 5.1 letter A). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- (2) The Technical Proposal shall include the following documents and information in the order specified as follows.

A. Title Page and Table of Contents

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this solicitation. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (If applicable)

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included. The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Transmittal Letter

The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation and include the Offeror's name, federal tax identification or social security number, eMMA number, and complete address. An individual, who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal/Offeror must sign the letter.

The letter must also acknowledge receipt of any amendments issued against the solicitation. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

D. Offeror Qualifications

The Offeror shall submit any Offeror Qualifications documentation that may be required, as set forth in **Section 4**. References shall be submitted in this section and shall contain the information described in **Section 4**.

E. Offeror Technical Response to RFP Requirements and Proposed Work Plan

- (1) The Offeror shall address each Contractor requirement in **Section 5** in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirements(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to the contractor requirements in **Section 5** shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 5** and shall contain a cross reference to the requirement.
- (2) Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- (3) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in the contractor requirements.
- (4) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Project Manager should problems arise under the Contract (including the Offeror's process for resolving billing errors); and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

F. Experience and Qualifications of Proposed Staff

As part of the evaluation of the Proposal for this solicitation, Offerors shall propose its Key Personnel and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the CEDSS. Key Personnel may include a Paralegal and/or Legal Secretary. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Offeror Qualifications criteria in **Section 4**. Specifically, the Offeror shall:

- (1) Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.

- (2) Include resumes and letters of intended commitment to work on the project, including letters from any proposed subcontractor(s).

G. Offeror Qualifications and Capabilities

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Qualifications criteria in **Section 4**. The Offeror shall describe how its organization can meet the requirements of this solicitation.

H. References

At least two (2) professional reference letters are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this solicitation. References used to meet any Offeror Qualifications (see **Section 4**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:

- (1) Name of client organization;
- (2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- (3) Value, type, duration, and description of goods and services provided.

The CEDSS reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

I. Certificate of Insurance

Current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in the Insurance section of this solicitation.

J. Subcontractors

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this solicitation.

K. Legal Action Summary

This summary shall include:

- (1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- (2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;

- (3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- (4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

L. Proposal Affidavit (Attachment G)

M. A copy of a Certificate of Good Standing from the Maryland Court of Appeals for each attorney who will be assigned to the Contract resulting from this solicitation

Volume II – Financial Proposals

The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the CEDSS.

10. SELECTION CRITERIA

A. The criteria to be used to evaluate each **Technical Proposal** are listed below in descending order of importance. Unless stated otherwise, any subcriteria within each criterion have equal weight.

(1) Experience and Qualifications of Proposed Staff

(2) Offeror's Technical Response to RFP Requirements and Work Plan

The State prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

(3) Offeror Qualifications and Capabilities, including proposed Subcontractors

B. FINANCIAL PROPOSAL EVALUATION

All Qualified Offerors (a responsible Offeror determined to have submitted an acceptable Proposal) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on Attachment F - Financial Proposal Form.

11. BASIS FOR AWARD

Upon completion of the Technical Proposal and the Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

12. DEPARTMENT CONTRACT

The successful Offeror will be expected to sign a contract with the Department, sample enclosed as **ATTACHMENT H**.

13. CANCELLATION OF SOLICITATION

The State may cancel this Solicitation, 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 Solicitation is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this Solicitation or otherwise are known by the Procurement Officer to have obtained this Solicitation.

14. ACCEPTANCE OF PROPOSALS

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

15. TIME OF PROPOSALS ACCEPTANCE

The content of this Solicitation and the Proposal of the successful Offeror will be included by reference in any resulting Contract. All prices, terms and conditions in the Proposals are irrevocable for 90 days after the closing date for receipt of Financial Proposals or Best and Final Offers, if requested. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

16. PAYMENT

The successful vendor shall bill the Department monthly.

Invoices must be addressed to:
Latonya Cotton, Services Assistant Director
170 East Main Street
Elkton MD 21921
Latonya.cotton@maryland.gov

All invoices must (at a minimum) be signed and dated 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.

17. COMPLIANCE WITH LAWS/ARREARAGES

By submitting a Proposals in response to this solicitation, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

18. VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

19. PROCUREMENT METHOD

This award will be made in accordance with Code of Maryland Regulations (COMAR) 21.05.07, Small Procurement Regulations. Small procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost \$50,000 or less.

20. QUESTIONS AND ANSWERS

All questions must be submitted through eMMA by **July 02, 2021**, 10:00 AM Eastern Time and must identify, in the subject line, the Solicitation Number and Title (CEDSS/CWS/22-003.S) Legal Services for Cecil County Department of Social Services). The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

Answers to all questions that are not clearly specific only to the requestor will be posted on eMMA.

The statements and interpretations contained in responses to any questions, whether responded to orally or in writing, are not binding on the CEDSS unless it issues an amendment in writing.

21. 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 any

justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4.

Minority Business Enterprises are strongly encouraged to respond to this solicitation.

ATTACHMENTS

1. **ATTACHMENT A- HUMAN SERVICES Article 3-601** is included as a separate attachment
2. **ATTACHMENT B – MONTHLY ACTIVITY REPORT** is included as a separate attachment
3. **ATTACHMENT C – USE OF CONFLICT ATTORNEY REPORT** is included as a separate attachment
4. **ATTACHMENT D – REPORT OF POSTPONEMENTS** is included as a separate attachment
5. **ATTACHMENT E – SAMPLE MONTHLY INVOICE** is included as a separate attachment
6. **ATTACHMENT F – FINANCIAL PROPOSAL** is included as a separate attachment
7. **ATTACHMENT G – Proposal Affidavit** is included as a separate attachment
8. **ATTACHMENT H – STANDARD CONTRACT - SAMPLE ONLY** is included as a separate attachment