



# Department of Public Safety and Correctional Services

## Office of the Secretary

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## Amendment #1 To Invitation For Bids (IFB) Sexual Offender Treatment Services Solicitation No. DPSCS Q0015020

Ladies and Gentlemen:

This Addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. The following changes and additions are listed below; new language has been double underlined and marked in **red** bold (ex. **new language**) and language deleted has been marked with a double strikeout (ex. ~~language deleted~~).

1. Revise the **Key Information Summary Sheet** to read as follows:

**Closing Date and Time:** ~~Thursday, March 10, 2016 at 2:00 PM Local Time~~  
**Tuesday, April 12, 2016 at 11 AM Local Time**

**Public Bid Opening:** ~~Thursday, March 10, 2016 at 2:30 PM Local Time~~  
**Tuesday, April 12, 2016 at 11:30 AM Local Time**  
45 Calvert Street, Room 164, Annapolis, MD 21401

2. Revise **Section 1.11** to read as follows:

Bids, in the number and form set forth in Section 4.4 “Required Bid Submissions,” must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than ~~2:00 PM Local Time on Thursday, March 10~~ **11 AM Local Time on Tuesday, April 12**, 2016 in order to be considered.

3. Revise **Section 1.33** to read as follows:

1.33.1 Establishment of Goal and Subgoals.

There is no MBE subcontractor participation goal for this procurement.

~~There are no MBE subcontractor participation subgoals for this procurement.~~

~~1.33.2 Attachments D-1 to D-5 — The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:~~

~~Attachment D-1A — MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must submit with Bid/Proposal)~~

~~Attachment D-1B — Waiver Guidance~~

~~Attachment D-1C — Good Faith Efforts Documentation to Support Waiver Request~~

~~Attachment D-2 — Outreach Efforts Compliance Statement~~

~~Attachment D-3A — MBE Subcontractor Project Participation Certification~~

~~Attachment D-3B — MBE Prime Project Participation Certification~~

~~Attachment D-4A — Prime Contractor Paid/Unpaid MBE Invoice Report~~

~~Attachment D-4B — MBE Prime Contractor Report for Self Performance~~

~~Attachment D-5 — MBE Subcontractor/Contractor Unpaid MBE Invoice Report~~

~~1.33.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:~~

~~(a) — The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and~~

~~(b) — The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.~~

~~(c) — A Bidder/Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.~~

~~If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.~~

~~1.33.4 Bidders/Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.~~

~~1.33.5 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer:~~

~~(a) — Outreach Efforts Compliance Statement (Attachment D-2).~~

~~(b) MBE Prime/Subcontractor Project Participation Certification (Attachment D-3A/3B).~~

~~(c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully documented waiver request that complies with COMAR 21.11.03.11.~~

~~(d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.~~

~~If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.~~

~~1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up to date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.~~

~~1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:~~

~~(a) Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).~~

~~(b) Attachment D-4B (MBE Prime Contractor Report)~~

~~(c) Attachment D-5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).~~

~~1.33.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.~~

~~1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract Attachment A, Section 2.1).~~

~~1.33.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract Attachment A, "Liquidated Damages" clause).~~

~~1.33.11 As set forth in COMAR 21.11.03.12 1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub goals, if any, established for the contract. In order to receive credit for self performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self perform. For the remaining portion of the overall goal and the sub goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment D-1A)) used to meet those goals. If dually certified, the MBE prime can be designated as only one of the MBE classifications but can self perform up to 100% of the stated sub goal.~~

~~As set forth in COMAR 21.11.03.12 1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.~~

~~1.33.12 With respect to Contract administration, the Contractor shall:~~

- ~~(a) — Submit by the 10th of each month to the Department's designated representative:
  - ~~i. — A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and~~
  - ~~ii. — (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.~~~~
- ~~(b) — Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department's designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.~~
- ~~(c) — 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.~~
- ~~(d) — 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. Contractor must retain all records concerning MBE~~

~~participation and make them available for State inspection for three years after final completion of the Contract.~~

~~(e) 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.~~

~~1.33.13 DPSCS MBE Liquidated Damages Contract Provisions:~~

~~(a) This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions.~~

~~(b) The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions.~~

~~(c) The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.~~

~~(d) Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one (1) or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.~~

~~i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$ 33.30 per day until the monthly report is submitted as required.~~

~~ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$116.54 per MBE subcontractor.~~

~~iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.~~

~~iv. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.~~

~~v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$ 124.86 per day until the undisputed amount due to the MBE subcontractor is paid.~~

~~Notwithstanding the use of liquidated damages, the State reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.~~

~~1.33.14 Contractor Assistance: Contractors requiring assistance in obtaining MBE Program information should contact the Governor's Office of Minority Affairs (GOMA), 6 St. Paul Street, Suite 1502, Baltimore, Maryland 21202 or phone 410-767-8232, Toll Free: 877-558-0998.~~

~~Contractors requiring assistance in locating certified MBEs are encouraged to search the MBE Directory on the Maryland Department of Transportation's (MDOT) website. Contractors can contact the MDOT, Minority Business Enterprise Office at 7201 Corporate Center Drive, P.O. Box 548, Hanover, MD 21076, or phone In State (410) 865-1142 or toll free 1-888-713-1414. MDOT's website is <http://www.mdot.state.md.us/>.~~

~~Contractors requiring assistance in completing the Department's MBE Forms should contact the MBE Office. The contact information is 6776 Reisterstown Road, Suite 208, Baltimore, Maryland 21215, phone 410-585-3743 or by email at [mbe@dpses.state.md.us](mailto:mbe@dpses.state.md.us).~~

4. Revise **Section 1.42** to read as follows:

The Bidder/Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment N**. The Disclosure must be provided with the Bid/Proposal.

5. Remove **Section 2.1.2** as follows:

~~2.1.2 The Bidder shall provide documentation that any employees of the Bidder who will be conducting assessments (i.e., not providing treatment) have a Bachelor's degree in social or behavioral science and at least one (1) year of cumulative experience providing mental health treatment services to Sexual Offenders. The experience of such employees while employed by entities or organizations other than the Bidder may be considered in determining whether this minimum qualification is met by the Bidder.~~

6. Revise **Section 3.2.7** to read as follows:

**3.2.7 The Contractor for each Jurisdiction will work as a member of a COMET Team.**

The Contractor(s) shall work with the COMET team, a multi-disciplinary team that works to incorporate the principles of a collaborative containment approach into the assessment, treatment, and management of Sexual Offenders. The COMET team will consist of a specialized parole and probation Agent and a polygraph examiner, and may include other participants. The Contractor(s) shall ensure that a collaborative approach is maintained with the Department personnel and others involved in the management of the offenders in treatment.

7. Revise **Section 3.2.14** to read as follows:

3.2.14 The Contractor(s), Contractor's employees, subcontractors and subcontractors of employees shall adhere to all laws, regulations, and follow the accepted professional standards and best practices **of their respective licensing boards in the delivery of services under the Contract.** ~~governing the delivery of services under the Contract as recommended by the Association for the Treatment of Sexual Abusers (ATSA).~~

8. Add **Section 3.2.16** to read as follows:

**3.2.16 Any employee of the Bidder who does not fully meet the criteria described in Section 2.1.1 will provide services under this contract only under the direct line-of-sight supervision of a fully qualified Therapist as described in Section 2.1.1.**

9. Revise **Section 3.3.3** to read as follows:

3.3.3 The Contractor(s) shall provide a list of office(s) located within a one-half mile radius of areas routinely accessible to children (e.g., schools, day care centers, and playgrounds). The Contractor(s) shall describe the function, exact geographic location, and hours of operation of each office serving the Contract. **Within ten (10) Business Days of Notification of Recommendation for Contract Award, the** ~~The~~ Contractor(s) shall submit a plan acceptable to the Department which details how the Contractor's program will be operated at each of the treatment sites so as to prevent contact between Sexual Offenders traveling to and participating in treatment and children within a one-half mile radius of the treatment site.

10. Revise **Section 3.5.1** to read as follows:

3.5.1 The Contractor(s) shall use group therapy as the treatment modality. Group therapy shall provide Sexual Offenders with the opportunity to admit and discuss their offenses, and to challenge and confront one another about examples of inappropriate and distorted thinking associated with abuse. Group therapy shall also provide an arena for the practice of social skills. The group process shall be effective: every member shall be required to participate and group members shall be confronted, when appropriate, with respect. Content, too, must remain effective: there should be an agenda for the group, the group should be encouraged to remain on task, and offenders shall not be allowed to spend too much time on non-offense-related issues. Therapy groups for Sexual Offenders in active treatment shall meet once weekly for one-hour sessions, and shall not contain more than 12 offenders per group. **Treatment groups may consist of non-DPSCS-referred participants as well as DPSCS offenders referred under the contract.**

11. Revise **Section 3.5.2** to read as follows:

3.5.2 The Contractor(s) shall provide individual treatment in those situations where such treatment is appropriate (e.g., for offenders with low cognitive functioning, for offenders with a major mental illness, for offenders with significant behavioral disorders, and to augment group treatment, when appropriate). The use of individual therapy – for a set number of sessions – as

well as any modification of the length, size, or duration of active therapy groups shall be pre-approved by the Contract Monitor. The Contractor shall provide individual treatment to an offender if requested by the Contract Monitor. **Individual treatment may be billed for a maximum of one hour per weekly session.**

12. Revise **Section 3.5.2** to add **Section 3.5.2.1** as follows:

**3.5.2.1 Each new Offender referred for treatment may receive one hour of Individual Therapy in order to conduct a risk assessment and create a treatment plan.**

13. Revise **Section 3.6.5** to read as follows:

~~3.6.5 The Contractor(s) shall not end treatment precipitously, but should instead be gradually reduced in intensity. There shall be clearly presented graduation or completion criteria, which shall include a review of the status of the case with the COMET team. However, pre-approval must be obtained from the COMET Containment Teams Administrator (Contract Monitor) for treatment programming beyond 12 months in duration, or for any other adjustments to the established treatment schedule specified in Section 3.5.1.~~

**3.6.5 The Contractor(s) shall review with the supervising COMET agent the status of an offender being considered, by either the agent or the Contractor, for release from treatment. Pre-approval must be obtained from the Contract Monitor for treatment programming beyond 12 months in duration, or for any other adjustments to the established treatment schedule specified in Section 3.5.1.**

14. Revise **Section 3.8.1** to read as follows:

3.8.1 The Contractor(s) shall maintain a file on each offender referred for assessment and/or treatment. All treatment data shall be appropriately recorded for diagnostic and documentation purposes. Files shall be locked and kept in a secure area, and may not be copied or redistributed without the written consent of the Department. The Contractor(s) shall provide to the Contract Monitor, in writing, **within 10 Business Days of Notification of Recommendation for Contract Award**, a detailed description of the security procedures used to safeguard the confidentiality of treatment records. ~~Information contained in files shall not be shown to offenders.~~ **Initial referral information must be maintained separately from the general treatment file and must not be shown to offenders. Subsequent information recorded by the Contractor(s) during the treatment process may be shared with the offender in accordance with the applicable standards of the Health Insurance Portability and Accountability Act.**

15. Revise **Section 4.4.4** to read as follows:

**Completed Required Attachments:** Submit with original signatures (**Submit under Tab D**)

- a. Completed Bid/Proposal Affidavit (**Attachment B**).
- b. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).



c. Completed Location of the Performance of Services Disclosure ~~Certification of Investment Activities in Iran~~ (Attachment N).

d. Completed Conflict of Interest Affidavit and Disclosure (Attachment I)

16. Revise **Attachment F – Bid Form** on the Jurisdiction tabs (tabs 2 – 24) for the Group Therapy Session to read as follows:

**Group Therapy Session (hourly per individual)**

17. Revise **Attachment F – Bid Form** on the Jurisdiction tabs (tabs 2 – 24) for the Individual Therapy Session to read as follows:

**Individual Therapy Session (hourly per individual)**

18. Revise **Attachment F – Bid Form** Instructions tab to add the following:

The Estimated Total Units are calculated based upon the information to the right by Jurisdiction size.

Small Jurisdiction:

- 1 Group Therapy Session per week with 3 people for 50 weeks per year for three years = 450 Estimated Total Units for years 1 - 3 [(1 x 3 x 50) x 3 = 450]
- 1 Group Therapy Session per week with 3 people for 50 weeks per year for two years = 300 Total Estimated Units for years 4 & 5 [(1 x 3 x 50) x 2 = 300]
- 2 Individual Therapy Sessions per week for 50 weeks per year for three years = 300 Estimated Total Units for years 1 - 3 [(2 x 1 x 50) x 3 = 300]
- 2 Individual Therapy Sessions per week for 50 weeks per year for two years = 200 Estimated Total Units for years 4 & 5 [(2 x 1 x 50) x 2 = 200]

Medium Jurisdiction:

- 1 Group Therapy Session per week with 12 people for 50 weeks per year for three years = 1,800 Estimated Total Units for years 1 – 3 [(1 x 12 x 50) x 3 = 1,800]
- 1 Group Therapy Session per week with 12 people for 50 weeks per year for two years = 1,200 Estimated Total Units for years 4 & 5 [(1 x 12 x 50) x 2 = 1,200]
- 4 Individual Therapy Sessions per week for 50 weeks per year for three years = 600 Estimated Total Units for years 1 – 3 [(4 x 1 x 50) x 3 = 600]
- 4 Individual Therapy Sessions per week for 50 weeks per year for two years = 400 Estimated Total Units for years 4 & 5 [(4 x 1 x 50) x 2 = 400]

Large Jurisdiction:

- 4 Group Therapy Sessions per week with 12 people each for 50 weeks per year for three years = 7,200 Estimated Total Units for years 1 – 3 [(4 x 12 x 50) x 3 = 7,200]
- 4 Group Therapy Sessions per week with 12 people each for 50 weeks per year for two years = 4,800 Estimated Total Units for years 4 & 5 [(4 x 12 x 50) x 2 = 4,800]
- 8 Individual Therapy Sessions per week for 50 weeks per year for three years = 1,200 Estimated Total Units for years 1 – 3 [(8 x 1 x 50) x 3 = 1,200]

- **8 Individual Therapy Sessions per week for 50 weeks per year for two years = 800 Estimated Total Units for years 4 & 5 [(8 x 1 x 50) x 2 = 800]**

19. Revise **Attachment F – Bid Form** for each Jurisdiction tab to add to the \*Note:

\*Note: All rates other than those for Sexual Offender Specific Assessments are hourly. **See Instructions tab for calculation of the Estimated Total Units.**

Date Issued: **February 29, 2016** Authorized By: <signed>

Rachel J. Cruse  
Procurement Officer