



STATE OF MARYLAND

Community Health Resources Commission

45 Calvert Street, Room 336 • Annapolis, Maryland 21401

Wes Moore, Governor – Aruna Miller, Lt. Governor

Edward J. Kasemeyer, Chair – Mark Luckner, Executive Director

May 10, 2024

Request for Proposals

Fiscal Review of Grant Applicant Financial Audits

1. Summary Statement and Background

The Maryland Community Health Resources Commission (“CHRC”; the “Commission”), an independent agency operating within the Maryland Department of Health, is seeking to hire independent reviewers (the “Contractor”) to evaluate the financial audits of grant applicants to the [CHRC FY 2024 RFA](#). The financial audits and/or financial information are offered as part of grant application, which are due to the Commission on May 16, 2024. CHRC staff will advise the Contractor on the number of audits, and/or financial records for review.

The applicant organization’s financial stability, overall fiscal feasibility and sustainability are considered when determining which applicants should be invited to present their grant proposals to the CHRC in late June 2024.

Grant proposals are due to the CHRC on May 16, 2024, and grant awards will be made by the CHRC in late June 2024. The Contractor will be required to submit their evaluations of the financial audits and/or financials records to the Commission on or before June 3, 2024

The Contractor cannot be affiliated or connected with any of the entities applying for the Commission grants, either in a direct employment, contractual agreement, or consulting role. A Conflict-of-Interest Affidavit and Disclosure statement (Attachment A) and Confidentiality Agreement will be required of the selected contractors.

2. Minimum Requirements:

a. Qualifications of Contractor:

- i. Contractor will have a demonstrated ability to provide concise and thorough evaluations of the organization’s financial stability, overall fiscal feasibility and sustainability of each assigned financial audit.
- ii. Experience in, and/or demonstrated economic and policy analysis services with emphasis on safety-net healthcare providers in Maryland.

b. Preferred Experience:

- i. Experience in, and/or knowledge of the examination of a nonprofit’s financial statements.

3. Procurement Officer:

Jen Clatterbuck, Administrator
Maryland Community Health Resources Commission
45 Calvert Street, Room 336
Annapolis, MD 21401
Phone: 410.260.6086; 410-591-7586 (cell)
Email: jen.clatterbuck@maryland.gov

4. Deliverables:

- a. The following deliverables are due to CHRC staff no later than June 3, 2024, by 12:00 PM (noon):
 - i. An individual application scoring sheet for each proposal reviewed (Excel scoring sheet provided by the CHRC).
 - ii. A concise assessment of the strengths and weaknesses of each proposal reviewed and questions for each applicant to address (form provided by the CHRC).
- b. The Contractor will attend a meeting with CHRC staff and a Review Committee of CHRC Commissioners. The meeting may take place virtually or at a location to be determined to discuss the proposals reviewed (minimum 3 hours) and will occur in early June 2024, on a date to be determined.

5. The term of the contract is from May 20, 2024 – June 30, 2024.

6. The contract to be awarded will result from a **Small Procurement II or III**.

7. Bid/Proposal submission information:

- a. Submit bids/proposals via email to Jen Clatterbuck, CHRC Procurement Officer at jen.clatterbuck@maryland.gov no later than **12:00 p.m., Thursday, May 16, 2024**.
- b. Submission documents:
 - 1) Proposal containing the following information:
 - i. Name, organization, and contact information (mailing address, telephone, email).
NOTE: Grant applications are due to the CHRC after the bid due date. As such we can only estimate the number of proposals to be reviewed. **Bidders should estimate that the number of proposals to be reviewed is between 40-45.**
 - ii. Current copy of the resume or CV of all parties working on the project.
 - iii. A statement illustrating the Contractor's knowledge of the examination of a nonprofit's financial statements and the ability to evaluate the financial stability, overall fiscal feasibility, and sustainability of an organization.
 - iv. A statement illustrating the Contractor's understanding of the delivery of integrated health care and social services, with emphasis on safety net healthcare providers in Maryland.
 - 2) Total compensation for the bid/proposal is to be calculated as follows:
 - i. Unit cost for the review of one applicant financial audit; financial records.

- ii. Meeting attendance – estimate four hours at an hourly rate determined by the potential reviewer.
- iii. Permissible pass-through costs will be reimbursed when submitted with appropriate documentation. Permissible pass-through costs are mileage reimbursement to attend one CHRC Board meeting (at the standard IRS rate), photocopies, and postage for delivery of original bids/proposals and other documentation to the Commission with prior approval.
- c. Federal form W-9, Taxpayer Identification Number and Certification must be presented with your bid submission.
- d. Inquiries: Potential offerors can submit questions or comments to the Procurement Officer at jen.clatterbuck@maryland.gov prior to the due date and time.

8. Award Determination:

- a. The contract to result from this solicitation will be awarded to the Contractor submitting the Most Advantageous Offer. **The decision will be determined based upon each Contractor’s price plus the following Technical Evaluation Criteria:**
 - i. Familiarity with the work and mission of the CHRC;
 - ii. Contractor will have a demonstrated ability and experience to provide concise and thorough examination and evaluation of the nonprofit organization’s financial stability, overall fiscal feasibility, and sustainability of each assigned financial audit;
 - iii. Experience in, and/or demonstrated economic and policy analysis services with emphasis on safety-net healthcare providers in Maryland.

9. Payment:

- a. Invoices should be submitted to:

Maryland Community Health Resources Commission
45 Calvert Street, Room 336
Annapolis, MD 21401

- b. Invoice should be submitted upon completion of all deliverables and attendance at and participation in the meetings as described in Section 4 above. Invoices should be submitted to the Procurement Officer, but no later than June 30, 2024.
- c. Amount invoiced must not exceed the price quoted by the Contractor on the price form.
- d. The invoice should include the Contractor’s name and address as identified on Federal Form W9 as well as a unique invoice number, the Federal tax ID number for the Contractor, and the address of the Maryland Community Health Resources Commission – 45 Calvert Street, Room 336, Annapolis, MD 21401.

- 10. The Commission agrees to provide guidance concerning contract activities, as needed; evaluate and determine acceptance of deliverables; and pay invoice.

11. MBE, Small Business Reserve, Veterans’, Requirements:

- There is no MBE subcontractor participation goal for this procurement.

- There is no VSBE participation goal for this procurement.
- This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

12. The Price Proposal Form is included as Attachment B.

13. The standard small procurement contract is included as Attachment C

ATTACHMENT A
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Note: To be completed upon selection/hire

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

**ATTACHMENT B
PRICE PROPOSAL FORM
Fiscal Review of Proposal**

Note: To accompany your bid submission

Company/Vendor Name: _____

Federal Tax Identification Number or Social Security Number: _____

Company/Vendor Address: _____

Telephone Number: _____ Mobile Number: _____

Email Address: _____

Cost Per Proposal Reviewed	
Hourly Meeting Rate (in person)	
Passthrough costs	

Authorized Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT C
SAMPLE SMALL PROCUREMENT CONTRACT – FOR REVIEW PURPOSES ONLY

NOTE: To be completed upon selection/hire

THIS CONTRACT (the "Contract"), is made as of _____ day of _____, 20____ by and between the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH ("Department"), and

("Contractor") whose principal office in Maryland is

and whose principal business address is

The parties agree as follows:

1. Scope of Contract.

- (a) The Contractor shall provide the following goods or services:

The scope of work or solicitation dated _____ is attached and incorporated by reference as Exhibit _____. The Contractor's bid or proposal dated _____ is attached and incorporated by references as Exhibit _____. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

- (b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of

_____, 20____ through _____, 20____.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$_____.

- (b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

- (c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is _____ . The Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

- (d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to the Procurement Officer. All invoices shall be submitted in triplicate no later than the 15th of the month for the preceding calendar month. All invoices shall include the following information:

- Contractor name;
- Remittance address;

- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

4. Procurement Officer. The Department designates

_____ to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

- 5. Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- 6. Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).
- 7. Termination for Default.** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- 8. Termination for Nonappropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- 9. Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
- 10. Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.
- 11. Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- 12. Commercial Non-Discrimination Policy.** The Contractor shall comply with the provisions of State Finance and Procurement Article. Title 19, Annotated Code of Maryland.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

**STATE OF MARYLAND
DEPARTMENT OF HEALTH**

By: _____ (Seal)

By: _____

(Printed Name and Title)

(Printed Name and Title)

Date

Date