



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 for Independent Reviewer**

### **Addressing Behavioral Health, Including Mental Health and Substance Use Disorder (SUD) and the ongoing Impact of the Opioid Crisis**

#### **1. Summary Statement and Background:**

The Maryland Community Health Resources Commission (“CHRC” or the “Commission”), an independent agency operating within the Maryland Department of Health, is seeking to hire independent Contractor (the “Contractor”) to evaluate grant proposals using criteria established by the CHRC, and to submit recommendations regarding which applicants to invite to present their grant proposals to the CHRC in late June 2024.

Grant proposals will be 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 its evaluations of the assigned grant proposals to the Commission on or before June 3, 2024.

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

#### **2. Minimum Qualifications:**

##### **a. Qualifications of Grant Reviewers:**

- i. Contractor will have a demonstrated ability to provide concise and thorough evaluations of each assigned grant application and consistent with the criteria defined by the [CHRC FY 2024 RFA](#).
- ii. Experience in, and/or demonstrated knowledge of the delivery of integrated health care and social services with an emphasis on safety-net healthcare providers in Maryland.
- iii. Experience in, and/or demonstrated knowledge behavioral and mental health issues, substance use disorder and the opioid crisis.

##### **b. Preferred Experience of Contractor:**

- i. An understanding of the intersection between the social determinants of health and health outcomes as fundamental to advancing health equity and its impact on at-risk populations.
- ii. Experience in, and/or knowledge of behavioral health issues and integrated community-based care for individuals with serious mental illness.
- iii. Experience in, and/or knowledge in the delivery of behavioral health care services, substance use disorder health care services and the opioid crisis.

### 3. Procurement Officer:

Jen Clatterbuck, Administrator  
Maryland Community Health Resources Commission  
45 Calvert Street, Room 336  
Annapolis, MD 21401  
Phone: (410) 260-6086  
Email: [jen.clatterbuck@maryland.gov](mailto: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 / Small Procurement III**.

### 7. Bid/Proposal Submission Information:

- a. Submit bids/proposals via email to Jen Clatterbuck, CHRC Procurement Officer at: [jen.clatterbuck@maryland.gov](mailto:jen.clatterbuck@maryland.gov) no later than 12:00 pm (noon), Thursday, May 16, 2024.
- b. Submission Documents:
  1. Proposal containing the following information:
    - i. Name, organization, and contact information (mailing address, telephone number and email address).
    - ii. Current copy of the Contractor's resume or CV (including resumes of all parties working on the project).
    - iii. A statement illustrating the Contractor's knowledge of the delivery of integrated health care and social services, with an emphasis on safety-net healthcare providers in Maryland.
    - iv. A statement illustrating knowledge of behavioral and mental health issues, substance use disorder and the opioid crisis.
    - v. A statement illustrating knowledge of essential health services including the direct delivery of primary care, women's health, and children's health, including school health.
    - vi. A description of Contractor's experience in reviewing health care grant applications.
  2. Total Compensation for the bid/proposal is to be calculated as follows:

- i. Unit cost for the review of one applicant proposal, multiplied by XX proposal reviews.  
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 30-40.**
  - ii. Meeting attendance – estimate four hours at an hourly rate to be 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](mailto: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. Knowledge of the delivery of integrated health care and social services with emphasis on safety-net healthcare providers in Maryland;
  - iii. Knowledge and understanding in the delivery of behavioral health care services, substance use disorder health care services and the opioid crisis;
  - iv. Experience in reviewing health care grant applications.

#### 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 not later than June 30, 2024.
- c. Amount invoice must not exceed the price quote by the Contractor on the price form.
- d. The invoice should include the date, Contractor name and address as identified on the Federal Form W9 as well as a unique invoice number and, the Federal tax ID number for the Contractor, and the address of the Maryland Community Health Resources Commission – 45 Calvert St., Room 336, Annapolis, MD 21401.

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

**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**

Addressing Behavioral Health, Including Mental Health and Substance Use Disorder (SUD)  
and the ongoing Impact of the Opioid Crisis

**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: \_\_\_\_\_

<b>Cost Per Proposal Reviewed</b>	
<b>Hourly Meeting Rate (in person)</b>	
<b>Passthrough costs</b>	

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 the \_\_\_\_\_ 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**

(Seal)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date