

R00R1601106

Title: Career and Technical Education Career Cluster Associate – Human Resource Services

Release Date: April 21, 2021

Small, Minority and Veteran-owned businesses are encouraged to respond to this solicitation.

Issue Date: April 21, 2021

Title: Career and Technical Education (CTE) Career Cluster Associate - Human Resource Services

Background:

The <u>Division of Career and College Readiness</u> (DCCR) at the Maryland State Department of Education (MSDE) provides leadership, coordination and technical assistance to local school systems (LSS) and community colleges for planning, developing, evaluating and improving CTE programs. Implementing high-quality CTE programs that are aligned to the requirements of the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) and the State Plan for CTE is essential for preparing the current and future workforce of Maryland.

Maryland CTE Programs of Study are statewide programs designed to prepare high school students for the global economy and workforce needs. Aligned to career clusters, which are groupings of occupations and industries based on shared features or "core functions." CTE programs are based on academic and technical skill standards to ensure student preparation for both college and careers. CTE programs include work-based learning opportunities (e.g., internships, apprenticeships, clinical experience or industry-mentored projects). Students also have the option to earn college credit and/or industry-recognized credentials such as certifications and licenses.

The Division of Career and College Readiness is seeking a consult to support the Human Resource Services Career Cluster. The Human Resource Services (HRS) Career Cluster is comprised of 5 CTE programs of study.

- Early Childhood Education Infants/Toddlers Child Development Associate (CDA)
- Teacher Academy of Maryland (TAM)
- Fire Emergency Medical Training/High School Cadet Fire Science: Maryland Fire and Rescue Institute (MFRI)
- Homeland Security and Emergency Preparedness
- Junior Reserve Officers' Training Corps (JROTC))

The MSDE will assign a consultant to be the Career and Technical Education (CTE) Career Cluster Associate - Human Resource Services. The consultant will provide support to the following CTE programs in the Human Resource Services Career Cluster: Fire Emergency Medical Training/High School Cadet - Fire Science Maryland Fire and Rescue Institute (MFRI); Homeland Security and Emergency Preparedness, and Junior Reserve Officers' Training Corps (JROTC). The consultant will receive training on the required aspects of CTE program development and implementation and grants management in alignment with Strengthening Career and Technical Education for the 21st Century Act (Perkins V) and the State Plan for CTE.

Purpose:

The purpose of this request for quote (RFQ) is to secure the services of a consultant to provide leadership and technical assistance under the guidance of the Director of Finance and Legislation for Career Programs to school systems implementing, or planning to implement the Fire Emergency Medical Training/High School Cadet - Fire Science Maryland Fire and Rescue Institute (MFRI); Homeland Security and Emergency Preparedness (HSEP), and/or Junior Reserve Officers' Training Corps (JROTC) CTE programs of study. Additionally, the consultant will provide assistance to school systems developing local programs of study that fall in the HRS career cluster. The consultant will support CTE program development, implementation, evaluation, improvement, and expansion as it relates to Maryland's comprehensive statewide programs of study and in accordance with applicable state and federal laws, regulations, and policies.

Nature of Work/Specifications/Requirements:

The consultant will provide the following assistance to local school systems that currently implement or plan to implement the three CTE programs listed above and to school systems developing local CTE programs that align to the HRS cluster. All work will be completed under the direction of the Director of Finance and Legislation for Career Programs or her designee.

- Provide technical assistance to local school system administrators in the development, implementation and expansion of CTE programs of study in the HRS cluster (MFRI, HSEP and JROTC).
- Review and provide feedback on CTE program proposals that relate to the programs listed above.
- Assist local school systems in identifying appropriate resources necessary to implement the CTE programs.
- Coordinate with the state level advisory committees for each of the identified programs to:
 - o Develop and implement professional learning opportunities for instructors and administrators.
 - o Review curriculum and make recommendation of updates aligned to academic standards, industry requirements and current trends.
 - o Review existing and develop new articulation as appropriate for the identified CTE programs of study.
- Consultation duties will occur from **May 24, 2021 through June 30, 2022**. The consultant will work approximately 20 hours per week. Materials, reports, and other correspondences developed over the course of the contract are the property of the MSDE.

The Career and Technical Education Associate will:

- 1. Participate in two days of initial training with the Cluster Lead and continued participation in training as needed.
- 2. Participate in bi-monthly meetings with the Director of Finance and Legislation and Coordinator of Finance and Legislation for Career Programs.
- 3. Participate in bi-monthly CTE staff meetings (if meeting content is relevant to consultant's work. e.g. if the CTE programs for which the consultant is responsible are on the agenda).
- 4. Participate in monthly CTE Directors' meeting and quarterly community college meetings (if meeting content is relevant to consultant's work. e.g. if the CTE programs for which the consultant is responsible are on the agenda)
- 5. Communicate by phone and/or email with the following:
 - a. CTE Directors, other central office staff and school-based instructors whose school systems currently offer or plan to offer the identified CTE programs;
 - b. Members of the state level advisory committees.
- 6. Write bi-monthly reports detailing all issues and content discussed with assigned CTE Directors.
- 7. Collaborate with the HRS Cluster Lead and the Career Programs and Grants Specialists to ensure that information being shared about Maryland's system of CTE is consistent and accurate.
- 8. Respond to all correspondences from the MSDE's point of contact for the project within 48 hours.
- 9. Submit invoices for payment every two weeks.

Bidder Qualifications:

A. Essential Qualifications:

- 1. The consultant for Career and Technical Education (CTE) Career Cluster Associate Human Resource Services shall have a Master's degree or equivalent 36 post-baccalaureate credit hours course work in Education Administration or a related field and/or an industry credential in career field connected to the HRS career cluster. As proof of meeting this requirement, the consultant will submit a copy of his/her diploma, university transcript, Maryland educator certificate (certification can be active or expired), or industry credential.
- 2. The consultant shall have experience implementing CTE programs of study at the secondary or postsecondary levels. As proof of meeting this requirement, the consultant will submit a resume.

3. The consultant must be a current or former educator or have experience in providing leadership and/or professional learning experiences to Maryland educators or industry representatives. This includes faculty from institutes of higher education that offer CTE programs.

Preferred Qualifications:

- 1. The preferred offeror has extensive experience (five or more years) in developing, implementing, and/or supervising CTE programs as well as extensive knowledge of the federal and state laws that guide the development and implementation of CTE programs. As proof of meeting this requirement, the consultant will submit a resume.
- 2. The preferred offeror has experience in working with the Maryland State Department of Education in the development and implementation of Fire Service, Homeland Security and/or JROTC career and technical education programs of study as well as executing the requirements of the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) and the State Plan for CTE at either the state or local level. As proof of meeting this requirement, the consultant will submit a resume.

C. Education Requirements:

The consultant for Career and Technical Education (CTE) Career Cluster Associate - Human Resource
Services shall have a Master's degree or equivalent 36 post-baccalaureate credit hours course work in
Education Administration or a related field and/or an industry credential in career field connected to the HRS
career cluster. As proof of meeting this requirement, the consultant will submit a copy of his/her diploma,
university transcript, Maryland educator certificate (certification can be active or expired), or industry
credential.

Partial/Multiple Consultants:

The MSDE reserves the right to award contract to multiple consultants for the services and materials required in this RFQ.

Non-Hiring of Employees:

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

Term Of Contract:

Contract shall begin on or about May 24, 2021 and terminate on June 30, 2022.

Place of Work:

The Career and Technical Education Associate will be provided office space at the Maryland State Department of Education, Nancy S. Grasmick Building, 200 West Baltimore Street, Baltimore, Maryland 21201. The consultant will also be expected to travel (as permitted) within Maryland as necessary. Work may also be completed by consultants at a remote location.

Award Basis:

The State reserves the right to award the contract to the responsive and responsible bidder submitting the most favorable bid price for providing the goods and services, as specified in this RFQ. Refer to COMAR 21.05.07.06 D. http://www.dsd.state.md.us/COMAR/title_search/Title_List.aspx

<u>Questions</u> should be addressed in writing to the Procurement Officer. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be posted on "eMarylandMarketplace" as an Addendum after the due date of questions and in sufficient time for the answer to be taken into consideration in the Bid.

Please put the RFQ **#R00R1601106** and Title in the subject line of your email. Submit your questions by <u>April 29, 2021</u> by 4pm.

It is beneficial to be registered with "emarylandmarketplace" to access the addendums and any other pertinent information. There may be other opportunities from State agencies there. There shall be no mailing of the Addendums. The link to "emarylandmarketplace" to register is as follows:

http://procurement.maryland.gov/

Submission:

The Bidder <u>must</u> submit a letter of interest, a resume that demonstrates the required qualifications for the services requested, and the <u>signed</u> (using a blue ink pen) bid form Exhibit A to provide the service detailed in the Nature of Work. The submission must be received by the submission time and due date.

If you have not done business with MSDE or the State of Maryland, or a significant amount of time has elapsed, please submit an updated W-9 with your bid.

Bids will not be opened publicly.

Submission Due Date:

May 12, 2021 by 5:00 p.m.,

To Regina Gachuhi by email only at

Email: Regina Gachuhi1@maryland.gov

Late bids shall not be accepted

Faxed bids shall not be accepted

We are only accepting emailed BIDS for this procurement effort

Invoicing Instructions:

Payment by the State requires a proper invoice to be submitted. Payments are made on a net 30-day schedule.

A. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- 1) Contractor name and address;
- 2) Remittance address;
- 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- 4) Invoice period (i.e. time period during which services covered by invoice were performed);
- 5) Invoice date;
- 6) Invoice number;
- 7) State assigned Contract number;
- 8) State assigned (Blanket) Purchase Order number(s);
- 9) Goods or services provided;
- 10) Amount due; and
- 11) Any additional documentation required by regulation or the Contract.
- 12) Consultants must submit a Consultant log with their invoice.
- B. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- C. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

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EXHIBIT A BID FORM

Do not alter or amend this form.

DETAILED PRICING CATEGORY	Proposed # of Hours	Times	Price per Hour	Total Price
Meetings with MSDE/DCCR Staff The CTE Associate will be required to participate in: Training/orientation with DCCR Staff Bi-monthly meetings with the Director and Coordinator of Finance and Legislation Bi-monthly CTE Staff meetings (as appropriate) Monthly CTE Directors' Meetings (as appropriate)	120	May 2021- June 2022	\$	\$
Providing technical assistance to the school systems offering or that planning to offer the identified CTE programs • Communicate by phone and/or email with the CTE Directors • Collaborate with MSDE/DCCR staff	320	February 2021- June 2022	\$	\$
Support the implementation and expansion of the identified CTE programs by: • Reviewing program of study submissions and amendments. • Reviewing curriculum and recommend updates aligned to academic standards, industry requirements and current trends. • Planning and implementing teacher professional learning. • Reviewing articulation agreements for renewal and updates.	468	May 2021 – June 2022	\$	\$

Write bi-monthly reports detailing all issues and content discussed with the CTE Directors, other central office staff, program instructors and members of the state program advisory committees.	272	May 2021- June 2022	\$ S
*TOTAL BID PRICE			\$

Note: Proposed # of hours are for evaluation purposes and are not a guaranteed number of hours.

Exhibit A: Price per day or per hour is to include all costs incurred both direct and indirect in delivering a product or service, which includes, but not limited to travel, lodging, food, etc.

All bids submitted shall be identified with the RFQ Number R00R1600863, Title and Due Date.

Late bids shall not be accepted

Faxed bids shall not be accepted

Only Emailed bids shall be accepted

VENDOR'S NAME:		PRINT	
VENDOR'S ADDRESS:			
_	City	State	Zip
VENDOR'S FEDERAL ID	or SS#		
NAME OF AUTHORIZED:	:	PRINT	
SIGNATURE:			
TITLE:			

^{*}Submit this Exhibit A and all supportive itemized pricing, a letter of interest and a resume. Submit one (1) original, which shall be identified as such, and two (2) complete copies of the original.

TELEPHONE NO:	DATE:
E-MAIL:	
FAX NO.	
ARE YOU A REGISTERED SM	MALL BUSINESS? YES NO
IF YES: MARYLAND STATE	CERTIFICATION #
IF YOU ARE NOT REGISTER	ED PLEASE VISIT THE FOLLOWING FOR MORE INFORMATION:
	http://goma.maryland.gov/Pages/sbr-Program.aspx
ARE YOU A REGISTERED M	NORITY BUSINESS ENTERPRISE? YES NO
IF YES: MARYLAND STATE	CERTIFICATION #
IF YOU ARE NOT REGISTER	ED PLEASE VISIT THE FOLLOWING FOR MORE INFORMATION:
	http://www.mdot.maryland.gov/
ARE YOU A REGISTERED VI registered in Vet Biz.)	ETERAN-OWNED BUSINESS? (Note this is a Federal Program and you must be
YES NO	https://www.vip.vetbiz.gov/

CONTRACT TERMS AND CONDITIONS

- Contract Modifications: Control of the design and administration of the Contract is the exclusive responsibility of MSDE. MSDE reserves the right to change components of the design and/or substitute tasks on an equal basis should the need arise after the Contract award. These substituted tasks which are on an equal basis with the tasks in the Contract shall be subject to the following conditions: i. Changes in tasks will not increase the overall scope of work described in the solicitation nor the amount of the Contract award. ii. Changes will not be suggested for any specific task once the Contractor has begun work on it. iii. All changes will be submitted to the Contractor in writing by MSDE. Any changes to the Contract requested by MSDE or by the Contractor that will affect the scope/cost of the Contract or that are made after the work has begun will be negotiated between MSDE and the Contractor in the following fashion: i. A written request shall be made by either party. ii. The request shall be relayed to any other contractual party impacted by the proposed change. iii. Written acceptance shall be issued by the other party(ies) with cost, time line, and/or task changes negotiated by all parties. Changes shall not be binding until such written acceptance has been completed by all parties and approved by MSDE, as well as other State approvals as required. Amendments may not significantly change the scope of this Contract (including the Contract price).
- 2. Non-Hirring of Officials and Employees: No official or employee of the State of Maryland, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency of term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.
- 3. <u>Disputes:</u> This Contract shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10. Pending resolution of a dispute, the Contractor shall proceed diligently with the performance of this Contract, as directed by the procurement officer. Unless a lesser period is provided by law or by contract, the Contractor must file a written notice of claim with the procurement officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier.
- 4. Maryland Law Prevails: The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Md. Code Ann., Commercial Law Article, Title 22) does not apply to this Contract or any software licenses acquired hereunder.
- 5. Nondiscrimination in Employment: The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of Md. Code Ann., State Finance and Procurement Article § 13-219, COMAR 21.07.01.08, and the commercial nondiscrimination provisions of Md. Code Ann., State Finance and Procurement Article, Title 19, Subtitle 1. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age sex, marital status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials and, (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 6. Contingent Fee Prohibition: The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.
- 7. <u>Termination for Nonappropriation:</u> 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.
- 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.
- 9. <u>Termination for Convenience:</u> 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).
- 10. 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.

- Variations on Estimated Quantities: () Required. Items deliverable in multiple
 quantities shall not vary from estimated quantities in an amount exceeding five percent.
 No adjustments to the unit prices shall be made based upon any variations in estimated
 quantities.
- 12. Suspension of Work: The procurement officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as the procurement officer may determine to be appropriate for the convenience of the State.
- Pre-Existing Regulations: In accordance with the provisions of Md. Code Ann., State
 Finance and Procurement Article § 11-206, the regulations set forth in Title 21 of the
 Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this
 Contract are applicable to this Contract.
- 14. Financial Disclosure: The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during the calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State certain specified information to include disclosures of beneficial ownership of the business.
- 15. Political Contribution Disclosure: The Contractor shall comply with Md. Code Ann., Election Law Article §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or Contract by the State, a county, an incorporated municipality, or other agencies and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice, throughout the contract term, on; (a) February 5, to cover the 6-month period ending Jalva 31.
- 16. <u>Retention of Records</u>: The Contractor shall retain and maintain all records and documents relating to this Contract for three years after the final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times. This section shall survive expiration or termination of this contract.
- 17. Compliance with Laws: The Contractor hereby represents and warrants that it: A. is qualified to do business in the State of Maryland and that it will take such action, as from time to time hereafter, may be necessary to remain so qualified; B. is not in arrears with respect to payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; C. shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and D. shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.
- 18. Compliance with ADA: Contractor shall comply with the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101 et. seq. and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under this Contract conform to the ADA. Contractor shall indemnify and hold the State harmless in any administrative proceeding or other actions brought pursuant to the ADA for all damages, attorney's fees, litigation expenses, and costs, if such action or proceeding arises from the act of Contractor, Contractor's employees, agents, or subcontractors.
- 19. Patents, Copyrights, and Intellectual Property: If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 20. <u>Indemnification:</u> The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract. This section shall survive expiration or termination of this contract.