



R00R2600613

Title: 2021 Maryland Farm To School Grant Project-Strategic Planning Contractor

Release Date: December 2, 2021

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

Maryland State Department of Education
RFQ #R00R2600613
Request for Quotation

Issue Date: December 2, 2021

Title: Maryland Farm to School (F2S) Strategic Planning Contractor

Purpose: The Maryland State Department of Education (MSDE) Office of School and Community Nutrition Programs (OSCNP) seeks to contract with a strategic planning specialist to guide the development of a five to ten-year Farm to School sustainability plan in fulfillment of a Maryland Farm to School grant deliverable.

Background: The Maryland State Department of Education (MSDE) Office of School and Community Nutrition Programs (OSCNP) provides leadership and support to school districts (known as Local Educational Agencies [LEAs]), and their partners who participate in Child Nutrition Programs (CNPs), including the Farm to School Program (F2S). The OSCNP provides administrative oversight, training and technical assistance for these programs, and develops educational and promotional materials to help LEAs promote and facilitate the purchase of local foods.

The OSCNP was recently awarded a 2021 F2S grant from the United States Department of Agriculture (USDA) to improve access to local foods in eligible schools through comprehensive farm to school programming that includes local procurement and agricultural education efforts. The grant identifies a priority population of schools and local school systems that have 40% or greater enrollment of students who receive free and reduced price lunch and or, are located in Opportunity Zones.

The OSCNP will facilitate this improvement at the systems level, while providing education and promotion of local produce to Maryland students. Through its planned project, ‘A Roadmap to F2S Sustainability in Maryland’, the OSCNP will assess F2S programming among LEAs and other stakeholders to determine barriers to procurement, particularly among priority schools and school districts. In partnership with the Maryland Department of Agriculture, the OSCNP will also cultivate and convene a network of stakeholders to include agricultural producers, local food policy councils, advocates, and school food service leaders to address these barriers and develop a five to ten-year sustainability plan.

Additionally, the OSCNP will oversee the development and implementation of a F2S curricula consistent with Next Generation Science Standards for elementary and high school students, in partnership with the University of Maryland Extension, Supplemental Nutrition Assistance Program (SNAP) Education program and the College of Agriculture and Natural Resources. This project will engage teachers, students, and cafeteria staff within priority schools during the grant period with the intention of introducing it statewide at a future date.

In summary, the key objective of ‘A Roadmap to F2S Sustainability in Maryland’ is to improve access to local foods in eligible schools through comprehensive farm to school programming that includes local procurement and agricultural education efforts.

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Nature of Contract Work/Specifications/Requirements and Timeline:

Strategic planning leadership and consultation that will result in a five to ten-year sustainability plan for F2S in Maryland. This will include program assessment and analysis, facilitation of convening's with subject matter experts, documentation and dissemination of results. The related tasks for F2S program assessment and strategic planning can be summarized as:

- A. Onboarding activities to become familiar with project goals, objectives and partners;
- B. Research and the collection of data to problem solve and address F2S procurement barriers;
- C. Facilitation of ten to twelve MD F2S Stakeholders Network convening's (virtual and in-person). This group will be tasked with addressing barriers to F2S programming and contributing their expertise to the development of a five to ten-year F2S sustainability plan in MD;
- D. Provision of strategic direction and the preparation of a written plan for F2S sustainability in Maryland based on the data, research, and expert testimony;
- E. Dissemination of project products as described below; and
- F. Other related tasks as needed.

The timeline for these tasks is December 1, 2021 to June 30, 2023 (see below) and should not exceed 300 hours.

A. & B. December 2021-January 2022: Onboarding

- 1. Participate in onboarding, training and orientation activities with MSDE - OSCNP and F2SGrant partners;
- 2. Assist and guide grant team and partners in developing comprehensive list of key stakeholders and potential members for the MD F2S Stakeholders Network (i.e., farmers, growers, processors, distributors, school food and nutrition staff, school partners, etc.);
- 3. Conduct preliminary research on F2S topics including those related to sustainability in other states;
- 4. Other related duties as needed; and
- 5. Complete Consultant Work Log or designated alternative.

C. February 2022-June 2022: Data Collection and Facilitation

- 1. Collaborate with grant team and partners (e.g., one hour meetings, twice a month);
- 2. Develop and execute an assessment tool or methods to determine MD F2S needs, strengths, weakness, opportunities and threats;
- 3. Plan and facilitate initial MD F2S Workgroup kick-off meeting;
- 4. Provide analysis of MD F2S assessment to grant partners
- 5. Plan 2-3 subsequent MD F2S Workgroup meetings;
- 6. Lead MD F2S Workgroup in guided discussion and practices to develop solutions and identify potential next steps;
- 7. Prioritize action steps and associated needs in order to execute;
- 8. Provide detailed minutes and records of MD F2S Network meetings;
- 9. Other related duties as needed; and
- 10. Complete Consultant Work Log or designated alternative.

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D. July 2022-March 2023: Facilitation and Sustainability Documentation

1. Collaborate with grant team and partners (e.g., one hour meetings, twice a month);
2. Plan up to 4-6 additional MD F2S Network meetings;
3. Lead the Network in guided discussions, problem-solving, and planning to grow identified strengths and provide solution for identifies challenges;
4. Develop a written report describing the a) process, b) results of the F2S assessment and Stakeholders Network convening's, and d) detailed recommendations for a five to ten-year F2S sustainability plan with action steps;
5. Present sustainability plan to MD F2S Network for feedback
6. Finalize sustainability plan and submit to MSDE - OSCNP and F2S Grant partners;
7. Other related duties as needed; and
8. Complete Consultant Work Log or designated alternative.

E. April 2023-June 2023: Dissemination

1. Identify opportunities to disseminate project findings to publications and professional meetings;
2. Develop "journal ready" manuscript detailing MD F2S sustainability recommendations for dissemination to journals with MD F2S Network and grant partners as co-authors;
3. Develop slide deck detailing MD F2S sustainability recommendations for MD F2S Network and grant partners to use at professional meetings;
4. Other related duties as needed; and
5. Complete Consultant Work Log or designated alternative.

Offeror Qualifications:

A. Essential Requirements: The SPC shall have expertise in strategic planning in F2S and/or agriculture themed projects. The SPC will also have experience in facilitating workshops. Experience consulting with government and non-profit agencies or formulating strategic plans related to grant projects is preferred.

In addition to a resume, two strategic plan samples, two strategic plan final progress or outcome reports, and two strategic plan references are required. The quotations for this RFQ will be evaluated based on experience, the quality of the strategic plan and report samples, references (60%) and cost (40%).

B. Education Requirements: Master's degree, PhD preferred

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

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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 **December 1, 2021** and terminate on **June 30, 2023**.

Place of Work:

Work will be completed at a combination of the following locations:

1. Remotely (i.e., Contractor's home, or other preferred location)
2. The Maryland State Department of Education, Nancy S. Grasmick Building, 200 W. Baltimore Street, Baltimore, Maryland 21201
3. Other designated sites in Maryland.

Most Favorable Bid Price:

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.

Questions should be addressed in writing to the Procurement Officer. Please put the RFQ # and Title in the subject line of your email. Questions should be submitted by December 17, 2021 by 5:00 pm. **Note:** All responses to questions submitted, if any, shall only be posted on “**emarylandmarketplace**” as **Addendum #1** and or **Q & A** after the due date of questions are received. 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://emaryland.buyspeed.com>

Submission:

The Offeror **must** submit a letter of interest, a resume that demonstrates the required qualifications, two strategic plan samples, two strategic plan final progress/outcome reports, two strategic plan references, and the **signed (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. The quotations for this RFQ will be evaluated based on experience, the quality of the strategic plan and report samples, references (60%) and cost (40%).

Exhibit A: Cost 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.

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Submission Due Date:

The interested individuals **must** submit a resume, letter of interest, and the **signed (using a blue ink pen)** bid form (Exhibit A) by 2:30 p.m. **January 3, 2022**. Please submit one original (1), which shall be identified as such, and two (2) complete copies of the original (include letter of interest etc.) to: Regina.Gachuhil@Maryland.gov

Late bids shall not be accepted.

Faxed bids shall not be accepted (faxed bids are not being accepted for this procurement bid request).

Emailed bids are preferred for this solicitation.

Shipping Instructions:

1. When shipping the bids to MSDE by courier, please use the address as follows:

**Maryland State Department of Education
200 West Baltimore Street, 2nd Floor
Attn: Frank Conaway III
Baltimore, MD 21201**

2. When hand delivered, please use the 6 North Liberty Street entrance of the building with the packages marked as follows:

ATTN: by email address – C/O Frank.conaway1@maryland.gov

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**EXHIBIT A
BID FORM**

DETAILED COST CATEGORY	Proposed # of Hours	Times	Cost per Hour	Total Cost
NATURE OF WORK AS SPECIFIED IN THE RFQ SPECS (see complete details above)		X	\$	\$
A) Onboarding activities				
B) Conduct preliminary research				
B) Identify potential participants for Stakeholders Network				
C) Collaborate with grant team and partners in scheduled meetings				
C) Develop assessment tool and methods				
C) Plan and facilitate initial Stakeholders Network kickoff meeting				
C) Analyze and present assessment of current F2S needs				
C) Facilitate and plan 2-3 additional Stakeholders Network convenings				
C) Prioritize and provide strategic direction for “next steps”				
D) Continue collaborate with grant team and partners in scheduled meetings				
D) Facilitate and plan 4-6 additional Stakeholders Network convenings				
D) Develop and present preliminary written report describing the a) process, b) results of the F2S assessment and Stakeholders Network convenings, and c) detailed recommendations for a five to ten year F2S sustainability plan with action steps to Stakeholders Network and grant partners				
D) Finalize and submit written report/sustainability plan				

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E) Identify dissemination opportunities				
E) Develop manuscript detailing recommendations for F2S sustainability in MD				
E) Develop slide deck for use in professional meetings by Stakeholders Network and grant partners				
F) Other related tasks that may emerge				
*TOTAL COST OF PROJECT (not to exceed 300 hours)				\$

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

*Submit this Exhibit A and all supportive itemized costs, 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.

Exhibit A: Cost 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 R00R, Title and Due Date

Late bids shall not be accepted

Faxed bids shall not be accepted

VENDOR'S NAME: _____

PRINT

VENDOR'S ADDRESS: _____

City State Zip

VENDOR'S FEDERAL ID or SS# _____

NAME OF AUTHORIZED: _____

PRINT

SIGNATURE: _____

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TITLE: _____

TELEPHONE NO: _____ DATE: _____

E-MAIL: _____

FAX NO. _____

ARE YOU A REGISTERED MINORITY BUSINESS ENTERPRISE: YES ___ NO ___

IF YES: MARYLAND STATE CERTIFICATION # _____

IF YOU ARE NOT REGISTERED PLEASE VISIT THE FOLLOWING FOR MORE INFORMATION:

<http://www.mdot.maryland.gov/>

ARE YOU A REGISTERED SMALL BUSINESS: YES ___ NO ___

IF YES: MARYLAND STATE CERTIFICATION # _____

IF YOU ARE NOT REGISTERED PLEASE VISIT THE FOLLOWING FOR MORE INFORMATION:

<http://goma.maryland.gov/Pages/sbr-Program.aspx>

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CONTRACT TERMS AND CONDITIONS

1. **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-Hiring 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. **Disputes:** 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. **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.
8. **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. **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).
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.
11. **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.
13. **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 January 31; and (b) August 5 to cover the 6-month period ending July 31.
16. **Retention of Records:** 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. **Indemnification:** 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.