



R00R2601037

Title: Project Consultant, Fine Arts

Release Date: April 19, 2022

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

Maryland State Department of Education
RFQ #R00R2601037
Request for Quotation

Issue Date: April 19, 2022

Title: Project Consultant, Fine Arts (Part-Time)

Purpose:

The Maryland State Department of Education (MSDE) is seeking a consultant to support the activities of the Fine Arts Office.

Background:

MSDE's Fine Arts Office works with Statewide stakeholders to support and elevate arts education teaching and learning for the students of Maryland. The Fine Arts Office manages initiatives and facilitates planning for programming throughout the state.

Nature of Contract Work/Specifications/Requirements and Timeline:

Duties to include:

- In the Office of Fine Arts, assist the Coordinator of Fine Arts and/or Director of Instructional Programs in the day-to-day operation of the Office with project planning and implementation.
- Interface with district-level fine arts supervisors and professional organizations for specific projects and events.
- Maintain a consistent and relevant electronic presence for the Fine Arts Office through website updates, maintenance of distribution lists, and e-publications.
- Design, distribute, collect and analyze surveys to evaluate programming.
- Communicate with all professional organizations, arts partners, and statewide stakeholders with any MSDE Fine Arts Standards-based project information.
- Manage and coordinate multiple major projects and events.

Offeror Qualifications:

A. Essential Requirements: shall include, but are not necessarily limited to the following:

The Fine Arts Project Consultant shall have:

1. Five years' experience in arts education, arts administration, and/or a professional arts company.

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2. Organizational skills that include:
 - a) An in-depth knowledge of at least two art forms with high familiarity of all five. (Dance, Media Arts, Music, Theatre, Visual Art).
 - b) The ability to organize large numbers of people.
 - c) The ability to organize large statewide events.
 - d) The ability to meet established deadlines.

3. Computer and design skills that include:
 - a) All Google products
 - b) Microsoft Office products
 - c) Adobe Creative Suite

4. Professionalism and excellence in communication skills:
 - a) Written
 - b) Oral
 - c) Document Creation
 - d) Proofreading

B. Education Requirements: Bachelor's degree in fine arts, performing arts, or a related field.

Partial/Multiple Consultants:

The MSDE reserves the right to award the 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:

The contract shall begin on **July 1, 2022** and terminate on **June 30, 2023**.

Place of Work:

Work will be completed at the Maryland State Department of Education, Nancy S. Grasmick Building, 200 W. Baltimore Street, Baltimore, Maryland 21201.

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.

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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 April 26, 2022, by 2 p.m. **Note:** All responses to questions submitted, if any, shall only be posted on “**emarylandmarketplaceadvantage**” 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:
https://emma.maryland.gov/page.aspx/en/sup/registration_extranet_manage

Submission:

The Offeror **must** submit a letter of interest, resume that demonstrates the required qualifications for the services required 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.

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.

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 **noon on May 6, 2022, through the eMMA website.**

Late bids shall not be accepted.

Faxed bids shall not be accepted.

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**EXHIBIT A
BID FORM**

DETAILED COST CATEGORY NATURE OF WORK	Proposed # of Hours	Times	Cost per Hour	Total Cost
Project management for briefings, Fine Arts Advisory Panel, MC3, CPD		X	\$	\$
Project management for annual Fine Arts programs, including First Lady’s Gallery, Maryland Arts Education Festival, Masterclass Series		X	\$	\$
Administration of Fine Arts grants, NOGAs, and reports		X	\$	\$
Administrative Tasks: communication, emails, calendar, network shared drives		X	\$	\$
*TOTAL COST OF PROJECT (July1, 2022 – June 30, 2023)				\$

Note: Exhibit A bid form shall not be altered.

***Submit this Exhibit A and all supportive itemized costs, a letter of interest and a resume.**

- **Exhibit A: Cost per day or per hour is to include all costs incurred both direct and indirect in delivering a product. MSDE will provide hotel accommodations, if needed.**
- **All bids submitted shall be identified with the RFQ Number R00R2601037, Title and Due Date.**
- **Late bids shall not be accepted**
- **E-mailed or Faxed bids shall not be accepted**

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**EXHIBIT A (CONTINUED)
BID FORM**

VENDOR'S NAME: _____
PRINT

VENDOR'S ADDRESS: _____

City State Zip

VENDOR'S FEDERAL ID or SS# _____

NAME OF AUTHORIZED: _____
PRINT

SIGNATURE: _____

TITLE: _____

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

IF YES: MARYLAND STATE CERTIFICATION # _____

IF YOU ARE NOT REGISTERED AND YOU QUALIFY PLEASE CONTACT THE FOLLOWING
TO REGISTER:

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

ARE YOU A REGISTERED SMALL BUSINESS: YES ___ NO ___

IF YES: MARYLAND STATE CERTIFICATION # _____

IF YOU ARE NOT REGISTERED AND YOU QUALIFY PLEASE CONTACT THE FOLLOWING
TO REGISTER: <https://gomdsmallbiz.maryland.gov/Pages/default.aspx>

TELEPHONE NO: _____ DATE: _____

E-MAIL: _____

FAX NO. _____

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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.