



FY23-OAS-003

**Title: Sound and Audio Recording Services for the
Maryland State Board of Education (MSBE) and the
Professional Standards and Teacher
Education Board (PSTEB)**

Release Date: August 11, 2022

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

**Maryland State Department of Education
FY23-OAS-003**

Request for Quotation

Sound and Audio Recording Services for the Maryland State Board of Education (MSBE)
and the Professional Standards and Teacher Education Board (PSTEB)

Issue Date: August 11, 2022

Title: Sound and Audio Recording Services for the Maryland State
Board of Education (MSBE) and the Professional Standards and Teacher
Education Board (PSTEB)

Procurement Officer: Victoria F. Bell

**THIS SOLICITATION SHALL BE MADE IN ACCORDANCE WITH THE SMALL
PROCUREMENT REGULATIONS DESCRIBED IN COMAR 21.05.07.**

I. Summary

The Maryland State Department of Education (MSDE) is seeking bidders for the purposes of operating audio recording and sound system equipment for the MSBE and Professional Standards and Teacher Education Board (PSTEB) monthly meetings.

II. Background and Purpose

The MSBE is comprised of fourteen (14) members appointed by the Governor and is the head of the MSDE. The MSBE sets the educational policy and standards for pre-kindergarten through high school and for Maryland's juvenile services education and vocational rehabilitation services. The PSTEB is comprised of twenty-five (25) members and shares, with the MSBE, the authority to develop rules and regulations for the certification of teachers and other professional personnel and requirements for the preparation of teachers and other education personnel.

III. Term of Contract:

A single contract will be awarded to the Bidder that best meets the needs of the evaluation criteria. The anticipated term of the contract resulting from this solicitation shall be for one (1) year with two (2), one (1) year optional periods.

IV. Scope of Work

The MSBE and the PSTEB meet one (1) day a month in the 7th Floor Board Room located at the Nancy S. Grasmick State Education Building, 200 West Baltimore Street, Baltimore, MD 21201. MSBE meetings generally start at 9:00 a.m. and conclude by 5:00 p.m. The PSTEB meetings generally start at 9:00 am and conclude by 12:00 pm. In some circumstances, the MSBE is required to hold special unscheduled meetings to deal with issues requiring immediate action. The contractor will be required to arrive approximately one-half hour prior to the scheduled start time of the meetings.

The selected Bidder would be required to attend all scheduled and special meetings of the MSBE and PSTEB. For the PSTEB meetings, the contractor will be required to supply a high-quality recording on an SD card so that meeting minutes can be prepared.

The sound system in the Board Room comprises of the following equipment:

Maryland State Department of Education

FY23-OAS-003

Request for Quotation

Sound and Audio Recording Services for the Maryland State Board of Education (MSBE)
and the Professional Standards and Teacher Education Board (PSTEB)

A. MD State Dept Of Education Webcast Equipment List

1) Model / Description / Function

- a. Galaxy Audio GN-CC116L 16.5" Condenser Gooseneck Microphone. Has integral 3 pin XLR-M connector, 50Hz-18kHz bandwidth, Sensitivity: -65dB, indicator lamp ring which lights up when mic is activated by talker.
- b. Galaxy Audio SM-BSSPT Anti-Shock Gooseneck Microphone Base with Push-To-Talk/Push-To-Listen Button, XLR output, 2.7 lbs. For Boardroom gooseneck mics.
- c. M-Audio AV30 Active 2-Way Desktop Monitor Speakers (Pair) for Control Room program audio listening.
- d. Shure SCM810 8-Channel Automatic Microphone Mixer for mixing Boardroom gooseneck mics. Three SCM810 mixers to be linked together via Link Cable to accommodate the 18 Boardroom mics.
- e. Two (2) QSC K8 8" 2-Way 1000 Watt Powered Speaker for Boardroom sound reinforcement.
- f. Behringer Feedback Destroyer Pro FBQ2496 - Feedback Eliminator/Parametric Equalizer for Boardroom sound reinforcement audio quality enhancement.
- g. Whirlwind PB06-1 Line Level In to 6 Mic Level Out Passive AudioPress Box mounted on wall in Boardroom to provide audio for News Media camera photojournalists. Has XLR connectors.
- h. Tripp Lite SU2200RTXLCD2U 2200VA 1800W UPS Smart Online Rackmount LCD 100V-120V for Control Room power protection against temporary line outages.
- i. Technical Pro UREC7 Professional Rack Mounted USB/SD Recording deck.
- j. See Exhibit B for Audio Equipment Diagram.

B. Schedule of remainder of 2022 MSBE Meetings:

(Generally start at 9:00 a.m. and conclude by 5:00 p.m.)

- 1) Tuesday, September 27, 2022
- 2) Tuesday, October 25, 2022
- 3) Tuesday, December 6, 2022

C. Schedule of remainder of 2022 Professional Standards and Teacher Education Board Meetings:

(Generally, start at 9:00 a.m. and conclude by 12:00 p.m.)

- 1) Thursday, September 8, 2022
- 2) Thursday, October 6, 2022
- 3) Thursday, November 3, 2022

Maryland State Department of Education

FY23-OAS-003

Request for Quotation

Sound and Audio Recording Services for the Maryland State Board of Education (MSBE)
and the Professional Standards and Teacher Education Board (PSTEB)

4) Thursday, December 1, 2022

***** Other dates may be added as necessary*****

The schedule of monthly meetings for calendar year 2023 can be found on the Maryland State Department of Education's website www.marylandpublicschools.org

V. 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.

A. Site Visit

Site visit is scheduled for August 25, 2022 from 10:00 am to 3:00 pm in the 7th Floor Board Room at the Nancy S. Grasmick State Education Building, 200 West Baltimore Street, Baltimore, Maryland. Please contact Victoria Bell at victoria.bell@maryland.gov to confirm your attendance at least three (3) days prior to confirm your firm's attendance. All those wishing to attend must be pre-registered prior to the scheduled date and will receive a confirmation email by the day preceding the date.

VI. Mandatory Requirements

The Bidder shall meet the following minimum requirements:

- A.** Demonstrate knowledge and experience with professional audio recording and sound system operations.
- B.** At least three (3) references that relate to the experience listed in the Scope of Work.
- C.** In order to meet the above requirements, the bidder must submit either valid work references that can attest to their knowledge and abilities within the last five (5) years or educational requirements that demonstrate their knowledge and abilities to perform the scope of work.

VII. BILLING

The contractor shall bill the Department on a monthly basis for the work performed the previous month. The total cost of work may not exceed **\$50,000.00** for the term of the contract. All invoices must be on the contractor's letterhead, must be signed and dated, and must include the following:

- The contractor's name and mailing address;
- The contractor's Federal Tax Identification or Social Security Number;
- The State assigned Contract Control Number;
- The State assigned blanket purchase order number;
- The goods and services provided;
- The time period covered by the invoice;
- The amount of requested payment; and
- Documentation to support invoice requested amount.

Maryland State Department of Education

FY23-OAS-003

Request for Quotation

Sound and Audio Recording Services for the Maryland State Board of Education (MSBE)
and the Professional Standards and Teacher Education Board (PSTEB)

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

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.

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.

VIII. Partial/Multiple Consultants:

The MSDE reserves the right to award contract to multiple consultant(s) for the services and materials required in this RFQ.

IX. 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.

X. 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.

XI. Tie-bids

If bids are received from responsive and responsible Bidders that are identical in prices, terms and conditions, and which meet all requirements set forth in the solicitation, an award will be made in accordance with State Regulations 21.05.02.14B. If a tie still exists, the Bidder with the most experience shall be used to determine the successful Bidder.

XII. Questions

All 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 August 26, 2022, by 4:00 pm. **Note:** All responses to questions submitted, if any, shall only be posted on eMarylandMarketplace Advantage (**eMMA**) as **Addendum #1** and or **Q & A** after the due date of questions are received. It is beneficial to be registered with “eMMA” to access the addendums and any other pertinent information. There may be

**Maryland State Department of Education
FY23-OAS-003**

Request for Quotation

Sound and Audio Recording Services for the Maryland State Board of Education (MSBE)
and the Professional Standards and Teacher Education Board (PSTEB)

other opportunities from State agencies there. There shall be no mailing of the Addendums. The link to “eMMA” to register is as follows:

https://emma.maryland.gov/page.aspx/en/sup/registration_extranet_manage

XIII. Bid submission information

In accordance with COMAR 21.03.05, bids are to be submitted electronically through eMaryland Marketplace Advantage (eMMA). The financial form must include ALL final costs for completing the project. Bids shall be submitted in the following manner and meet all requirements as set forth in this solicitation:

1. All mandatory requirements (if applicable);
2. Include three (3) references;
3. Qualifying experience related to the Scope of Work;
4. Provide all documentation required per the Scope of Work;
5. Bidders shall disclose all conflicts of interest (obvious and non-obvious), if any, and describe in detail how the conflicts of interest will be ameliorated.
6. A Bid Price Form including all Bid pricing/cost information (see Exhibit A).

The interested individuals **must** submit a resume, letter of interest, and the **signed** bid form (Exhibit A) by **2:00 p.m., September 2, 2022**. Bids shall only be accepted via the State’s internet based electronic procurement system, eMMA. **Bidders cannot submit multiple responses and only one bid will be permitted. No fax bids will be accepted.**

***NOTE: No hand delivered or mailed submissions will be accepted for this procurement.**

Bidders shall provide their Bids through eMMA following the [Quick Reference Guides](#) (QRG) labelled “3 - eMMA QRG Responding to Solicitations (IFB)” for single envelope submissions.

Late bids shall not be accepted. All bids submitted shall be identified with the RFQ Number, Title, and Due Date.

XIV. Award

An award will be made on the basis of the most advantageous offer to the State of Maryland considering price *after* meeting the evaluation criteria found in this solicitation. Vendors must first meet all of the mandatory requirements. An award will be made on the basis of the lowest price. Bids will not be considered by vendors who do not meet all of the mandatory requirements. The total cost of the resulting contract will not exceed **\$50,000**. Total Bid Price will be the lowest price total on **Exhibit A - Bid Form**.

Maryland State Department of Education

FY23-OAS-003

Request for Quotation

Sound and Audio Recording Services for the Maryland State Board of Education (MSBE)
and the Professional Standards and Teacher Education Board (PSTEB)

EXHIBIT A

EXHIBIT A
BID FORM

DETAILED COST CATEGORY	Nature of Work as Specified in the RFQ	Proposed # of Hrs. per Year	Times	Cost per Hour	Total Cost
A) Sound and Audio Recording Services	Base Year	Up to 45 hours	X	\$	\$
B) Sound and Audio Recording Services	1 st Year Option	Up to 140 hours	X	\$	\$
C) Sound and Audio Recording Services	2 nd Year Option	Up to 140 hours	X	\$	\$
*TOTAL COST OF PROJECT (A + B + C)					\$

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.

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, Title and Due Date inscribed on the left-hand corner.

Late bids shall not be accepted. Faxed bids shall not be accepted. Emailed 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

Maryland State Department of Education

FY23-OAS-003

Request for Quotation

Sound and Audio Recording Services for the Maryland State Board of Education (MSBE)
and the Professional Standards and Teacher Education Board (PSTEB)

SIGNATURE: _____

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 # _____

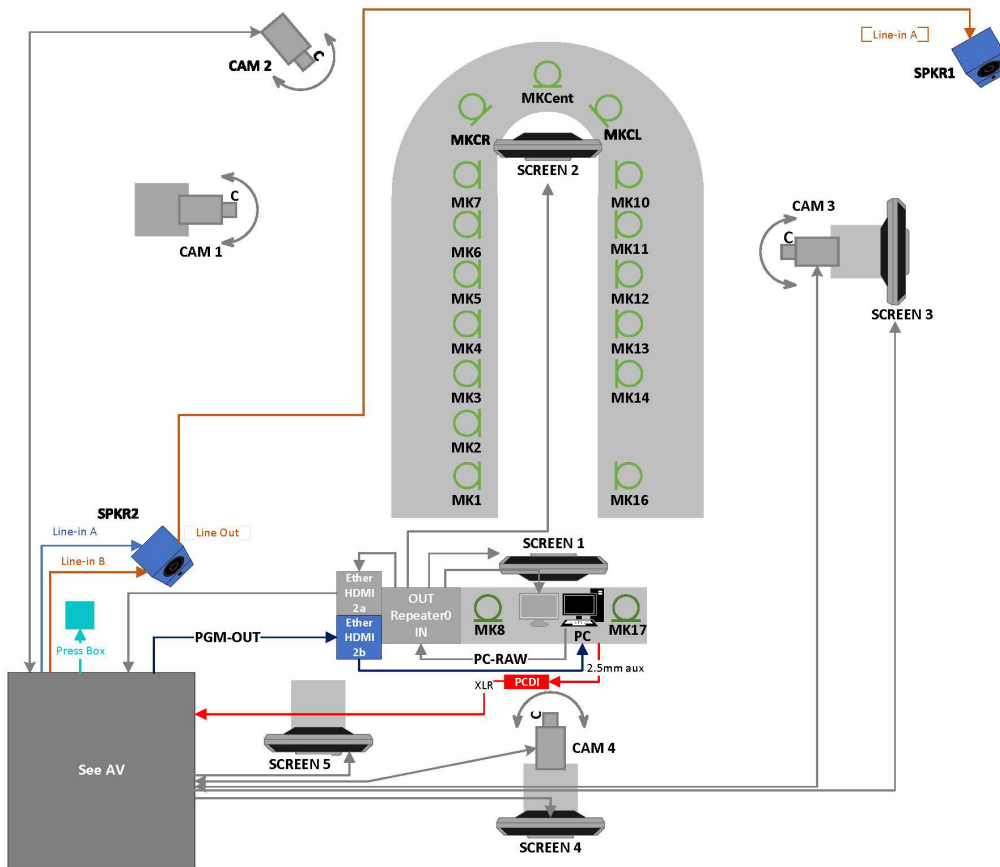
IF YOU ARE NOT REGISTERED PLEASE VISIT THE FOLLOWING FOR MORE INFORMATION:

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

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.

Exhibit B



Video System

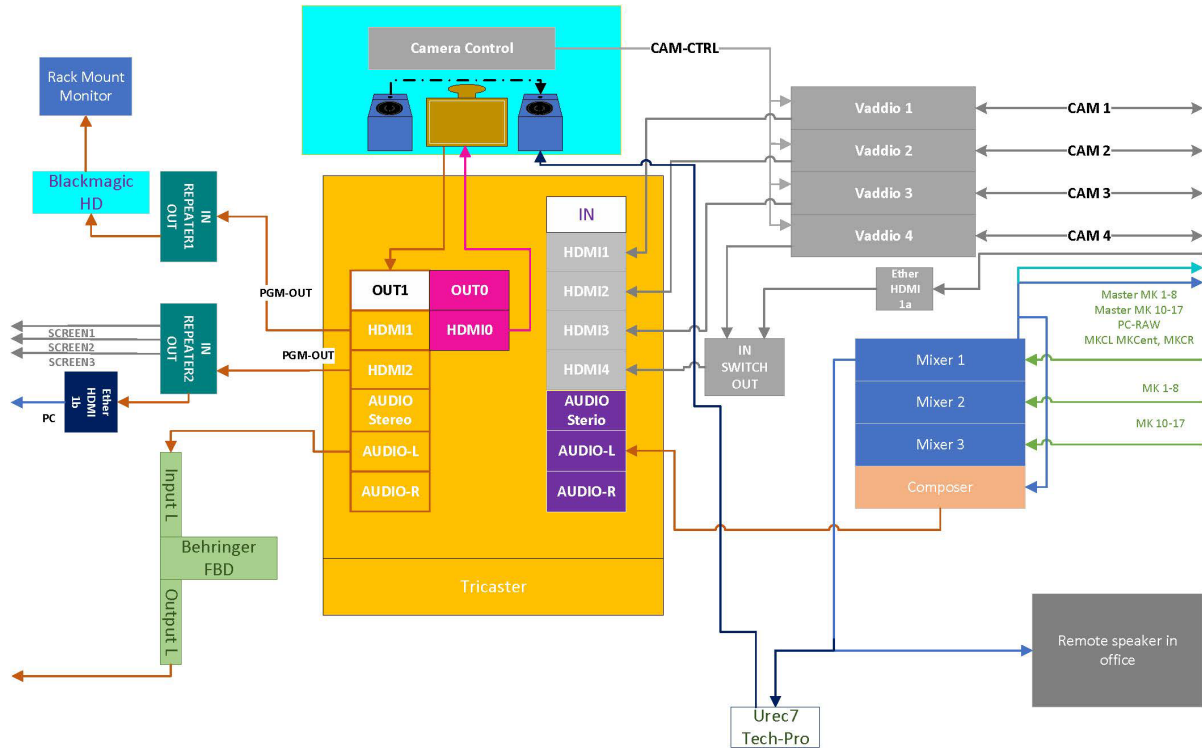
Continued next page...

Maryland State Department of Education

FY23-OAS-003

Request for Quotation

Sound and Audio Recording Services for the Maryland State Board of Education (MSBE)
and the Professional Standards and Teacher Education Board (PSTEB)



Audio System