

qualified offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.5 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.6 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal to meet the requirements of this RFP.

1.7 DISPUTES / PROTESTS

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.8 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or Alternate proposals will not be considered.

1.9 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, an offeror, if selected for award, agrees to the terms of this RFP and all provisions of the contract (Attachment A). Exceptions taken must be clearly defined in the Executive Summary of the Technical Proposal. Please note that any such exceptions may potentially disqualify the proposal.

1.10 PROCUREMENT METHOD / AWARD

The contract will be awarded in accordance with the competitive sealed proposals process under Maryland Code of Regulations (COMAR) 21.05.03. The award will be made based on the most advantageous offer.

1.11 CONTRACT TYPE

The Contract shall be a Fixed Price (FP) Contract as defined by COMAR Title 21.06.03.

Section 2 – SCOPE OF WORK

The Archives is designing five high quality flat panel displays. The contractor shall print and construct two copies of each of the five panels. One copy is to be mounted in the Reginald F. Lewis Museum of Maryland African American History and Culture in Baltimore. The other copy will be displayed on easels at various locations. The display is dedicated to sharing the stories of the courageous journeys toward freedom and self-determination made by African-American Marylanders.

The Archives will provide the contractor with eps files developed from Adobe Illustrator and InDesign.

The contractor shall be responsible for transferring the files provided on to an appropriate substrate to render a high quality color print of the illustration. A non-glare acrylic topping shall be applied to the printed work. High quality raised lettering for the title of each display is desired. The materials and workmanship shall be of a quality and character befitting the Museum and capable of lasting for years of enjoyment.

The contractor will be responsible for all hardware and labor associated with mounting the displays on drywall at the Lewis Museum, (830 E. Pratt Street, Baltimore, MD 21202), using an approved mounting system. The Archives desires the mounting device to provide a ¼" "stand off" from the wall using a French cleat type system.

The Archives may ask that a minimum of design consultation or scanning services be performed on an as needed basis for a set hourly rate.

The panels should be complete and ready for installation by the last week of May 2011.

Section 3 – Proposal Format

3.1 TWO PART SUBMISSION

Offerors must submit proposals in two separate volumes:

- Volume I - Technical Proposal
- Volume II - Financial Proposal

NOTE: If responding by email, simply send along two separate files (pdf file format is preferred). Name the files so that it is clear which is the technical and which is the financial.

3.2 VOLUME I - TECHNICAL PROPOSAL

Technical proposals must be submitted as a separate email attachment or in a separate sealed package labeled "Technical Proposal." If submitted on paper it must bear the name of the offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. The technical proposal shall include:

3.2.1 Proposed Services

The Offeror shall describe:

- o The materials and processes to be used to fabricate the displays
- o The delivery and installation process and hardware to be used
- o The types of design services available
- o The turn-around time from receipt of artwork to final delivery and installation

3.2.2 Offeror Experience and Capability

- o Offerors' Technical Proposal shall include information on past experience providing similar services.

3.3 VOLUME II - FINANCIAL PROPOSAL

As a separate email attachment OR under separate sealed cover from the technical proposal and clearly identified with the same information noted on the technical proposal, the contractor must submit a financial proposal. The financial proposal must be a firm, fixed price for all services required to print and construct the panels and must include the labor to hang the one set. Separately, the contractor may offer an hourly rate for design assistance as requested by the Archives.

Section 4 – Evaluation Criteria and Selection Procedure

A Contract will be awarded in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

The Competitive Sealed Proposals method could involve discussion and revision of proposals during these discussions. Accordingly, the State may hold discussions with all offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case, the State may determine an offeror to be not responsible and/or not reasonably susceptible of being selected for award.

Financial proposals of qualified offerors will be opened only after all technical proposals have been evaluated.

4.1 SELECTION PROCESS

The first step in the process will be to review the technical proposals for compliance with the proposal format in Section 3 of the RFP and for any exceptions the offeror has taken to the requirements of this RFP or contract (Attachment A.) Offerors who take exceptions may be disqualified and their proposals eliminated from further consideration.

The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the offeror's proposal.

Offerors whose technical proposals are judged to be not reasonably susceptible of being selected for award may be disqualified at this point.

The separate financial proposal of each qualified offeror will be distributed to the Evaluation Committee for analysis following the completion of the technical evaluation. After a review of the financial proposals of qualified offerors, the Procurement Officer may again conduct discussions. When in the best interest of the State, the Procurement Officer may permit offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a contract to a responsible offeror whose proposal has been determined to be the most advantageous to the State, considering evaluation and price factors as set forth in this RFP. **In making this most advantageous offeror determination, technical factors will be given more weight than financial factors.**

4.2 TECHNICAL PROPOSALS EVALUATION CRITERIA

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below which are listed in descending order of importance:

- A. General corporate experience, qualifications, capabilities and past performance.

The offeror will be evaluated on past experience with similar projects and pertinent corporate resources. The State will review the Offeror's overview of its experience rendering services similar to those included in Section 2 of this RFP, which should include a summary of the services offered and the number of years the Offeror has provided these services.

- B. The materials and process proposed for the displays.
- C. The delivery timeframe.

4.3 FINANCIAL PROPOSALS

Financial proposals will be evaluated separately and as described in Section 4.1.

Section 5 – Attachments

Attachments to this solicitation include the following:

Contract

Attachment A

End of RFP Document –

**Maryland State Archives
Small Procurement Contract**

THIS CONTRACT entered into this _____ day of _____, 20_____, by and between

Whose address is _____
(the "Contractor") and the STATE OF MARYLAND (the "State"). This Contract shall be administered by the Maryland State Archives ("MSA").

IN CONSIDERATION OF the premises and the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Archives and the Contractor agree as follows:

Section 1. Scope of Services

1.1 The Contractor will provide services to the Maryland State Archives per instructions and specifications provided by the Archives. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference.

Exhibit A – Offeror's Proposal
Exhibit B – RFP document

1.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

Section 2. Time for Performance

The term of this contract will commence upon approval and continue for a _____ period and shall terminate on _____.

Section 3. Consideration and Payment of State Obligations

3.1 Payments to the Contractor shall be made in accordance with this Contract and no later than 30 days after the State's receipt of a proper invoice from the Contractor. MSA will accept an invoice from the contractor _____ . The total contract dollar amount shall not exceed _____.

3.2 Each invoice must reflect the Contractor's federal tax identification number, which is _____ . Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

3.3 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

Section 4. Termination for Nonappropriation

4.1 If funds are not appropriated or otherwise made available to support the 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.

Section 5. Maryland Laws Prevail

5.1 This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland.

Section 6. Disputes

6.1 This Contract shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

Section 7. Changes

7.1 This contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract including the contract price.

Section 8. Termination for Default

8.1 If the Contractor does not fulfill obligations under this contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this contract does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

Section 9. Nondiscrimination

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

Section 10. Anti-bribery

10.1 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 or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

Section 11. Termination for Convenience

11.1 The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time-to-time in part, whenever the State shall determine that such termination is in the best interest of the State. 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; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

Section 12. Representations

12.1 Each party to this agreement represents and warrants to the other that it has full right, power and authority to execute this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first above written.

ATTEST: CONTRACTOR

BY: (name)

(title)

ATTEST: STATE OF MARYLAND

BY: (name)

(title)

Approved for form and legal sufficiency this _____ day of _____, _____

Assistant Attorney General

Maryland State Archives
End of contract document