



## **Request for Proposals (Small Procurement – under \$25,000) Washington, Lafayette and Tilghman Frame Conservation Maryland State Archives**

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**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

### **Key Information Summary**

**RFP Issue Date:** May 15, 2009

**Closing Date and Time:** **June 1, 2009 - - 3:00 p.m. local time**

**Issuing Office:** Maryland State Archives

**Procurement Officer:** Timothy D. Baker Deputy State Archivist Phone: 410 260 6402

**Deliver Proposals to:** Maryland State Archives email: timb@mdsa.net  
Room 223  
350 Rowe Blvd  
Annapolis, MD 21401

**Art Examination: The frame described herein will be made accessible to interested offerors for examination on Tuesday May 19, 2009 between 9:30 a.m. and 11:30 a.m. To schedule an appointment, you must contact the Curator, Maryland Commission on Artistic Property, at (410) 260-6418.**

**Written Questions Accepted:** Written questions to the procurement officer only will be accepted at timb@mdsa.net. Answers to all questions will be distributed. If these result in substantive changes to the RFP, all vendors who are known to have received a copy of the RFP will be provided written notification in the form of an amendment.

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## **Section 1 - General Information**

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### **1.1 SUMMARY STATEMENT**

The Maryland State Archives (MSA) is soliciting proposals to engage the services of a qualified art conservator to treat one frame in the state-owned art collection.

### **1.2 CLOSING DATE**

An original and one (1) copy of each proposal must be received by the procurement officer by closing date noted above under Key Information Summary in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals may be

delivered electronically by email to the address above. Note that if sending electronically, only one copy is required.

### **1.3 REVISIONS TO THE RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to the RFP issued before the proposal due date must accompany the offeror's proposal in the transmittal letter accompanying the technical submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in a manner specified in the amendment notice.

Failure to acknowledge receipt does not relieve the offeror from complying with all terms of any such amendment.

### **1.4 CANCELLATIONS; DISCUSSIONS**

The State reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all 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 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.

### **1.9 PUBLIC INFORMATION ACT NOTICE**

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such

materials, upon request, should not be disclosed by the State under Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

### **1.10 PROCUREMENT METHOD**

The contract resulting from this procurement will be awarded in accordance with the competitive sealed proposals process under Maryland Code of Regulations (COMAR) 21.05.03.

### **1.11 CONTRACT TYPE**

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

### **1.12 ARREARAGES**

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

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## **Section 2 – SCOPE OF WORK**

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### **2.1 BACKGROUND**

The purpose of this procurement is to acquire conservation treatment services for the following frame in the state owned art collection in order to preserve it, and make it available for safe public exhibition:

Frame for portrait of *Washington, Lafayette and Tilghman at Yorktown*  
by Charles Willson Peale (1741-1827), 1783  
Carving possibly attributable to James Reynolds  
c. 1783-4  
H: 108, W: 74"  
Accession number: MSA SC 1545-1120b

### **2.2 GENERAL REQUIREMENTS**

The Maryland State Archives requires the contractor to perform conservation work according to a treatment plan approved by the Maryland State Archives. The treatment plan (Technical Proposal) shall be based on a thorough examination of the frame and in accordance with American Institute for Conservation (AIC) practices and standards. The treatment plan shall include:

1. Documentation of the physical condition of the frame based on a thorough examination including description of structure, materials, and pertinent treatment history as it relates to any proposed alteration, reversal, or additional treatment.
2. A complete description of the proposed course of action in treating the frame including justification for and the objectives of proposed treatment; alternative techniques, if feasible, and the potential risks of treatment.
3. The Offeror shall provide a staffing plan, identifying the Principal Conservator and all individuals who the Offeror intends to assist with the effort. As part of the staffing plan, the Offeror shall submit the resumes of the principal conservator and other proposed support staff. The staffing

plan may also include a description of whether the proposed staff worked on the projects referred to in the references.

**Principal Conservator**

The staffing plan shall include details describing the role and expertise of the principal conservator and shall detail the work that the conservator will do on their own and that which will be delegated to other proposed support staff.

**Proposed Support Staff**

The staffing plan shall include details describing the role(s) and expertise of each of the proposed support staff. The staffing plan shall describe what the support staff will do and what level of supervision will be provided by the Principal Conservator.

**Subcontractors**

Offerors must identify subcontractors and the role these subcontractors will have in the performance of the contract. A summary of the experience and expertise of the proposed subcontractors shall be provided as part of the Offeror's Technical Proposal.

**2.3 Additional Conservation Work Not Anticipated at time of Contract Award**

If in the course of performing the conservation work defined in the treatment assessment, the Contractor determines that additional unanticipated treatment work will be necessary, the contractor shall notify the Archives immediately. The Curator of Artistic Property and the Contractor will discuss the matter and upon approval of the Archives, the Contractor shall develop a supplemental treatment plan that includes the following:

1. A description of the additional services required.
2. A description of the proposed work plan including time schedules to accomplish the requisite services. This description shall include a schedule of resources and related tasks, including an explanation of how these tasks will be completed.
3. The personnel resources, including those of any subcontractor(s), and estimated hours to complete the task.
4. A detailed written description of any work to be subcontracted, and the name and address of the subcontractor(s).
5. Fee based on hourly rate for completing the additional services.

The Procurement Officer will review the supplemental treatment plan and will either approve the work and provide a notice to proceed (NTP) or contact the Contractor to obtain additional information, clarification or revision to the work. If satisfied, the Contract Manager will then provide the NTP.

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**Section 3 – Proposal Format**

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### 3.1 TWO PART SUBMISSION

Offerors must submit proposals in two separate volumes:

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

### 3.2 VOLUME I - TECHNICAL PROPOSAL

A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. It should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP.

Technical proposals must be submitted in a separate sealed package labeled "Technical Proposal" and 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. Inside this package an original and one copy shall be provided. The technical proposal shall include:

#### 3.2.1 Proposed Services

The Offeror shall describe the plan associated with accomplishing the work described in Section 2. At a minimum, the offeror shall include information necessary to evaluate the proposal including:

1. A description of the services required;
2. A description of the proposed work plan including time schedules to accomplish the requisite services. This description shall include a schedule of resources and related tasks, including an explanation of how these tasks will be completed.
3. The personnel resources, including those of any subcontractor(s), and estimated hours to complete the task.
4. A written description of any work to be subcontracted, and the name and address of the subcontractor(s).

#### 3.2.2 Offeror Experience and Capability

- o Offerors' Technical Proposal shall include information on past experience rendering services similar to those included in Section 2 of this RFP. This description shall include a summary of the services offered, the number of years the offeror has provided these services, the number of clients and geographic locations the offeror currently serves, etc.

### 3.3 VOLUME II - FINANCIAL PROPOSAL

Under separate sealed cover from the technical proposal and clearly identified with the same information noted on the technical proposal, the contractor must submit an original and one (1) copy of the financial proposal.

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## ***Section 4 – Evaluation Criteria and Selection Procedure***

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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 vendor experience, qualifications, capabilities and past performance.
- B. Specific vendor experience conserving works of art by the original artist and / or works from the same time period

### **4.3 FINANCIAL PROPOSALS**

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

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### ***Section 5 – Attachments***

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**Attachments to this solicitation include the following:**

**Contract**

**Attachment A**

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End of RFP Document – May 15, 2009

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**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