



R00R1601201

**Title: Report of Maryland Charter Schools –
Overview, Programs, Best Practices**

Release Date: June 11, 2021

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

**Maryland State Department of Education
RFQ # R00R1601201
Request for Quotation**

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Title: Report of Maryland Charter Schools – Overview, Programs, Best Practices

Background:

Authorized by Title IV, Part C of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015, the Federal Charter Schools Program (CSP) provides funding to state education agencies and state entities for the purpose of increasing the number of high quality public charter schools available to students across the nation. This is accomplished by providing financial assistance for planning, start-up, and implementation of new and expanding public charter schools.

The Maryland State Department of Education (MSDE) received a competitive CSP grant under this federal program in September 2017 for a five-year grant period. The grant enables MSDE to offer competitive grant opportunities to qualified charter school operators and developers for the planning and early years of implementation of new, expanded, or replicated charter schools.

One objective of the grant is to increase technical assistance for charter schools and charter school authorizers and identify practices in charter schools that can be shared with all public schools. To increase awareness of effective practices, MSDE seeks to identify practices for which there is evidence of effectiveness and highlight this work in an MSDE publication.

In the 2021 – 2022 school year, Maryland has 49 public charter schools in six local school systems.

Purpose:

The purpose of this project is to compile a report on the State’s charter school sector. The report will include identification of programs and strategies being deployed by Maryland charter schools for which there is evidence of effectiveness. This information will be gathered directly from the charter schools, and will include a review of the most recently available Maryland Report Card data, to identify charter schools that are deploying effective practices that result in students making academic progress. The project will identify promising practices in the areas of academic achievement, progress of educationally disadvantaged student groups, school climate and discipline, and governance and management. The product will be a web-based report.

Nature of Work/Specifications/Requirements:

The awarded Contractor shall work with the MSDE, and the Charter School operators as directed by the Director of the Office of School Innovations. The MSDE anticipates that the Contractor will divide time between outreach and follow-up with school leaders, writing, validation, and research on best practices.

Duties include the following:

1. Create draft report outline with MSDE including, charter schools overview, diversity of educational programs implemented by charter schools, programs and strategies that are working in charter schools, opportunities for collaboration.
2. Create outreach plan for all charter school operators to identify practices and evidence.

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3. Review Maryland Report Card data to identify schools with evidence of narrowing achievement gaps.
4. Propose survey and other data collection methods for all charter schools.
5. Create in-depth profiles of charter school programs with strong achievement and growth data to identify contributors/correlates. Identify any programs, interventions, and curricula in use that are evidence-based, as defined in the Every Student Succeeds Act (ESSA), Section 8101(21)(A).
6. Organize findings into areas such as, academics, educationally disadvantaged students, climate and discipline, and governance, as determined with MSDE.
7. Submit drafts for review, editing, and approval by MSDE.
8. Prepare final report for web posting.

Bidder Qualifications:

A. Essential Qualifications:

The qualified bidder must be an experienced professional with demonstrated experience in independent management of projects, and preparation of reports for public dissemination.

The qualified bidder must demonstrate knowledge of and experience in the charter school sector. This may include work in or consulting with, charter schools, authorizers, or related organizations.

The qualified bidder must demonstrate knowledge of the four tiers or levels of evidence, as delineated in the Elementary and Secondary Education Act (ESEA) as amended by Every Student Succeeds Act (ESSA), Section 8101(21)(A).

As proof of meeting these requirements, a current resume must be submitted for consideration along with three references who can attest to this experience.

B. Education Requirements:

Bachelor's degree or equivalent. Education, Education Administration, Management, or a related area.

Partial/Multiple Consultants:

The MSDE intends to make a single award as a result of this RFQ.

Award Basis:

The State reserves the right to award the contract to the responsive and responsible bidder submitting the most advantageous bid, considering price and experience, as specified in this RFQ. Refer to COMAR 21.05.07.06 D.

http://www.dsd.state.md.us/COMAR/title_search/Title_List.aspx

MSDE shall check references and reserves the right to interview candidates for consideration prior to awarding the Contract.

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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:

Contract shall begin on or about **July 1, 2021, and terminate on or about June 30, 2022.**

Place of Work:

Work will be completed at the work location of the selected contractor, at the Maryland State Department of Education, Nancy S. Grasmick Building, 200 West Baltimore Street, Baltimore, Maryland 21201, and at various locations throughout Maryland as directed or needed.

Questions should be addressed in writing to the Procurement Officer. All answers to questions will be posted on **“eMarylandMarketplace” as an Addendum** after the due date of questions and in sufficient time for the answer to be taken into consideration in the Bid.

Please put RFQ # R00R1601201 and Report of Maryland Charter Schools – Overview, Programs, Best Practices in the subject line of your email. Submit your questions by 4:00 PM on June 18, 2021.

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://procurement.maryland.gov/>

All communication pertaining to this opportunity must be routed through the Procurement Officer.

Submission:

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

If you have not done business with the MSDE or the State of Maryland, or a significant amount of time has elapsed, please submit an updated W-9 with your bid.

Bids will not be opened publicly.

Only emailed bids are accepted for this RFQ. Please put the RFQ # and Title in the subject line of the email.

Submission Due Date:

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June 25, 2021

Regina Gachuhi
regina.gachuhi1@maryland.gov

Late bids shall not be accepted.

Faxed bids shall not be accepted.

Only emailed bids are preferred for this solicitation.

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**EXHIBIT A
 BID FORM**

Do not alter or amend any pre-filled information in this form. Changes may result in a non-responsive bid.

DETAILED PRICING CATEGORY	Proposed # of Hours	Times	Price per Hour	Total Price
Research, Collection of Information from Charter Operators; Draft, revisions, incorporation of feedback; Final Report for posting and distribution.	500	X		
*TOTAL BID PRICE				\$

Note: Proposed # of hours are for evaluation purposes and represent the maximum number of hours. They are not a guaranteed number of hours. Price 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.

**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: _____

TITLE: _____

TELEPHONE NO: _____ DATE: _____

E-MAIL: _____

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FAX NO. _____

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>

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 VETERAN-OWNED BUSINESS? (Note this is a Federal Program and you must be registered in Vet Biz.)

YES ____ NO ____

<https://www.vip.vetbiz.gov/>

For questions regarding any of Maryland's programs please contact Regina Gachuhi, Business Liaison at MSDE. regina.gachuhi1@maryland.gov

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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 State Government Article, § 15-102, Annotated Code of MD, 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 be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of MD and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of this Contract in accordance with the procurement officer's decision.
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. **Non-discrimination in Employment:** 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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying 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. **Non-Availability of Funding:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
8. **Termination for Default:** If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
9. **Termination for Convenience:** 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, the Contractor shall not be reimbursed for any anticipatory profits that 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 21.07.01.12A(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 performance of this Contract, has ever been convicted of a crime involving bribery.
11. **Variations on Estimated Quantities:** () Required. Items deliverable quantities shall not vary from estimated quantities in an amount exceeding 10%. No adjustments to the unit prices shall be made based upon any variations in quantities.
12. **Suspension of Work:** The State unilaterally may order the Contractor to suspend, delay, or interrupt all or any part of its performance for such period 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 of Finance and Procurement Article § 11-206, the regulations set forth in Title 21 of the 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 State Finance and Procurement Article § 13-221, which requires that every person who enters into contracts, leases, or other agreements with the State or its subdivisions during a 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 amount of contracts, leases, or other agreements reaches \$100,000, file with the State certain specified information to include disclosures of beneficial ownership.
15. **Political Contribution Disclosure:** The Contractor shall comply with the provisions of Election Law Article, Title 14, which requires that every person that enters into a procurement with the State, a county, or a municipal corporation, or a subdivision of the State, during a calendar year in which the person receives a governmental entity in the amount of \$200,000 or more, shall, file with the State Elections statements disclosing: (a) any contributions made during the calendar year for elective office in any primary or general election; and (b) any contributions to whom one or more contributions in a cumulative amount of \$100,000 or more, made during the reporting period. The statement shall be filed with the State Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the period from the date when a contract was awarded; and (b) if the contribution is made after the contract, then twice a year, throughout the contract term, on or before: the six (6) month period ending April 30; and (ii) November 30, to cover the period ending October 31. Additional information is available on the State Elections website: http://www.elections.state.md.us/campaign_finance.
16. **Retention of Records:** The Contractor shall retain and maintain all records relating to this Contract for three years after the final payment by the State. The applicable statute of limitations, whichever is longer, and shall make the inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. This section shall survive the termination of this contract.
17. **Compliance with Laws:** The Contractor hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such steps as may be necessary to remain so qualified; B. is not in default of any payment of any monies due and owing the State of Maryland, or any debt or liability thereof, including but not limited to the payment of taxes and employee wages; C. 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 the performance of obligations under this Contract; and D. shall obtain, at its expense, all necessary insurance, and government approvals, if any, necessary to the performance of 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 that the ADA, Contractor's facilities, services, and programs shall be accessible to individuals with disabilities. Contractor shall bear sole responsibility for assuring that its performance conform to the ADA. Contractor shall indemnify and hold the State harmless for all administrative proceeding or other actions brought pursuant to the ADA, including attorney's fees, litigation expenses, and costs, if such action or proceeding is brought against Contractor, Contractor's employees, agents, or subcontractors.
19. **Patents, Copyrights, and Intellectual Property:** If the Contractor furnishes any device, material, process, or other item, which is covered by a patent, trademark, or copyright or which is proprietary to, or a trade secret of, another person, the Contractor shall obtain the necessary permission or license to permit the State to use such item.
20. **Indemnification:** The Contractor shall hold harmless and indemnify the State against any and all losses, damages, claims, suits, actions, liabilities, including, without limitation, attorneys' fees and disbursements of any kind or amount, from, are in connection with or are attributable to the performance of or non-performance of this Contract by the Contractor or its subcontractors under this Contract. The State has no obligation to pay 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 of this Contract. The indemnification clause shall not be construed to limit the Contractor's liability for any losses, damages, claims, suits, actions, liabilities, or expenses that are attributable to the sole negligence of the State or the employees. This section shall survive expiration or termination of this contract.
21. **Delays and Extensions of Time:** The Contractor agrees to prosecute this Contract promptly and diligently and no charges or claims for damages shall be made by the State against the Contractor for any cause whatsoever during the progress of any part of the work specified in this Contract. Time extensions will be granted only for extraordinary delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the State in either its sovereign or contractual capacity, acts of another contractor, or performance of a contract with the State, fires, floods, epidemics, quarantine

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CONTRACT TERMS AND CONDITIONS

- 22 Payment of State Obligations: Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:
- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
 - (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.
- The State is not liable for interest:
- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
 - (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable."