

CAVEAT: This RFP for the Doleman Black Heritage Museum (DBHM) is seeking two positions; a full-time (FT) Curator and a part-time (PT) Collections Manager. Each position will work together with the Project Director and consultants to the completion of a definitive and permanent collection/museum theme; mission and management policy; provide proper conservation needs; a digitized library for online archival resources; and interpret exhibit panels. See RFP pages 12-19 for the *Scope of Work*.

If you have questions about either the Curator or Collections Manager positions you may contact the Project Director: Mrs. Alesia Parson-McBean - alesiaparsonmcbean@verizon.net



Proposal No. P1472.10-2

DATE ISSUED: July 26, 2010

**Consultant Services to Prepare the Collection of the
Doleman Black Heritage Museum for Access to the Public**

**INVITATION TO BID
BY
CITY OF HAGERSTOWN
PURCHASING DEPARTMENT
1 EAST FRANKLIN STREET, 4TH FLOOR
HAGERSTOWN MD 21740**

SUBMIT BIDS TO:

City of Hagerstown
Office of the City Clerk
1 East Franklin Street, 2nd Floor
Hagerstown MD 21740

**BID SUBMISSION DEADLINE
AND BID OPENING TIME:**

No later than 2:00 pm, September 13, 2010

PRE- BID MEETING

None

BID BOND:

None Required

July 26, 2010

Proposal No. P1472.10-2

**Consultant Services to Prepare the Collection of the
Doleman Black Heritage Museum for Access to the Public**

The City of Hagerstown will accept sealed bids for Consultant Services to Prepare the Collection of the Doleman Black Heritage Museum for Access to the Public, per the attached instruction and specifications to bidders.

All inquires should be directed, in writing, to Caroline Twigg, CPPB, Purchasing/Insurance Specialist, 1 East Franklin Street, Hagerstown, Maryland 21740.

Sealed proposals in **triplicate** will be received at the Office of the City Clerk, City Hall, 1 East Franklin Street, Hagerstown, Maryland 21740, until 2:00 p.m., Monday, September 13, 2010. All bids must be sealed and marked: "Proposal 1472.10 – Consultant Services to Prepare the Collection of the Doleman Black Heritage Museum for Access to the Public." Technical and Price Proposals must be submitted in separate sealed envelopes.

The City of Hagerstown will not assume the responsibility for any bids mailed or delivered to any address other than: *Office of the City Clerk, 1 East Franklin Street, Hagerstown, Maryland 21740.*

The City of Hagerstown shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The City of Hagerstown does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or provision of services.

The City of Hagerstown reserves the right to accept proposals individually or collectively, to accept or reject any or all proposals, waive any informality, and take whatever action is to the best interest of the City of Hagerstown.

CITY OF HAGERSTOWN
Caroline Twigg, CPPB
Purchasing/Insurance Specialist

cc: Donna Spickler, City Clerk

CITY OF HAGERSTOWN

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Service Contracts

INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this “Bid Document,” apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the City of Hagerstown’s Purchasing Agent (hereinafter “Purchasing Agent”), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder’s own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the City prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and City of Hagerstown, Washington County, Maryland (hereinafter “City”) laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the City of Hagerstown Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.

GENERAL CONDITIONS OF BIDDING

- 1. Bids Binding for Ninety (90) Days:** Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.
- 2. Bids for All or Part:** Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.

GENERAL CONDITIONS OF BIDDING, continued

4. **Collusive Bidding:** The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. **Competency of Bidder:** No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to City of Hagerstown upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the City whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The City may examine the Bidder's and any first-time subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-time subcontractor must grant the City access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.

6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The City shall not be responsible for the premature opening of Bids if not properly addressed or identified.

7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.

8. **Confidentiality:** Firms shall 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 City under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*
10. **General Guaranty:** Bidder agrees to:
- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
 - b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Maryland.
11. **Insurance:** Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required by City included herein, prior to the execution of any contract. The Bidder shall provide the Certificate of Insurance to the Purchasing Department. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the City. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the City at least ten (10) calendar days prior to the expiration.

12. **Interpretations, Discrepancies, and Omissions:** Should any Bidder find discrepancies in or omissions from the documents or be in doubt of their meaning, he/she should at once request, in writing, an interpretation from:

Caroline Twigg, CPPB, Purchasing/Insurance Specialist
City of Hagerstown Purchasing Department
1 East Franklin Street, 4th Floor
Hagerstown, MD 21740

All necessary interpretations will be issued to all Bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligate the City to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The City shall assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE CITY.** No requests received after 2:30 P.M. July 16, 2010 will be considered.

13. **Late Bids:** Formal bids or amendments thereto received by the City after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
14. **Mailing of Bids:** The City assumes no responsibility for the timely deliverance of mailed Bids. Ample time should be allowed for the transmittal of bids by mail, and postmarks indicating the date of mailing will not be considered as evidence of intent to submit bids in proper time for the opening.
15. **Multiple Bids:** No Bidder shall be allowed to offer more than one (1) price on each item even though he/she may feel that there are two (2) or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said Bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.
16. **Officers Not to Benefit:** No member of the elected governing body of City of Hagerstown, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any City or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws

of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the City.

17. **Payment Terms:** Bid prices are to be net thirty (30) calendar days; all discounts are to be deducted and reflected in net prices. Term discounts of less than twenty (20) calendar days will not be considered in connection with any prompt payment discount offered; time will be computed from date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.
18. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The Bidder shall submit three (3) copies, of the technical proposals in separate sealed envelopes and three (3) of the cost proposals in sealed envelopes. One with original signature, sealed to the City for that purpose. All proposals must be enclosed in a sealed, opaque envelope marked with the title of the bid and be received in the City Clerk's Office promptly on or before, time, date, and place stipulated. **NO** bids received after such stipulated time and date will be considered by the City. *Facsimile Bids and Emailed Bids will not be accepted.*
19. **Reservations:** The City or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The City reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the City. The City reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the City.
20. **Taxes:** The City is exempt from State of Maryland Sales Tax. The City's Maryland Sales Tax Exemption Number is 30001292. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.
21. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.

SPECIFICATIONS REFERENCES

1. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

AWARD

1. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a County, or any 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 Administrative Board of Election Laws 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 Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a County, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, 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.
2. **Responsibility/Qualifications of Bidder:** The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Agent on contracts of purchase and on contracts of sale (if applicable):

AWARD (cont.)

- a. The ability, capacity and skill of the Bidder to perform the service required.
 - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - c. The quality of performance of previous contracts or services.
 - d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the services, to the particular use required.
 - g. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City.
 - h. Such other information as may be secured having a bearing on the decision to make the award.
3. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the City shall award the contract to one (1) of the Bidders by drawing lots in public.

CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available for the purchase of such services that envision extended funding through successive fiscal periods shall be contingent upon approval of appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the City for

CONTRACT PROVISIONS (cont.)

- costs to the City in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver services within the time stipulated on his/her bid, unless extended in writing by the City, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future City contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by the City as a result of his/her default.
4. **Non-Discrimination:** No Bidder who is the recipient of City funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
 5. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, the City may in its discretion, cancel the contract.
 6. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
 7. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all services ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the City and accepted by Bidder, to permit delivery of services in accordance with contract terms.

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent and acceptable to the City.

1. WORKERS COMPENSATION: The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation - Statutory
Employers Liability - \$100,000 (Each Accident)
\$500,000 (Disease – Policy Limit)
\$100,000 (Disease – Each Employee)

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE: The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Occurrence Form
\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

Such insurance shall protect the City, its agents, elected and appointed officials, board members, and employees against liability, loss, or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the City.

3. BUSINESS AUTOMOBILE LIABILITY: The Contractor shall provide Business Auto Liability including coverage for all leased, owned non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property damage.

4. CERTIFICATE(S) OF INSURANCE: The Contractor shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Purchasing Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

5. DEDUCTIBLES OR SELF-INSURED RETENTION:

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

6. GENERAL INDEMNITY:

The Contractor shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.

Bid #P1472.10-2 - Consultant Services to Prepare the Collection of the Doleman Black Heritage Museum for Access to the Public

SPECIFICATIONS

1. Introduction

The Board of Directors of the Doleman Black Heritage Museum is seeking consultant assistance in the form of a **Museum Curator/Collections Manager** and a **Conservator**, this could be one consultant or separate consultants, for a Institute for Museum and Library Services grant-funded project to prepare their collection of African-American artifacts for access to the public in the interim period as the Board pursues plans for a permanent museum site. At present, the Doleman collection is not accessible to the public and many of the artifacts have suffered deterioration from pests, humidity, dust, sun light, and handling. Conservation of the artifacts in the collection is the top priority for the Doleman Board. Additional challenges facing the Board are the need for a mission to help guide the organization and interpretation of the collection and the need for a curator and collection manager to manage and interpret the collection and develop web-based and traveling exhibits to bring aspects of the collection to the public. These needs must be met in order to ensure the success of the Board's ultimate goal of placing this collection in a publicly-accessible, climate controlled museum in the heart of Hagerstown's traditional African-American neighborhood.

The Doleman Black Heritage Museum began very modestly as a temporary Black History Week display by Marguerite and Charles Doleman in their Hagerstown home in 1972. This temporary beginning as a tabletop display soon began to grow and encompass most of the basement and several rooms of the Doleman's residence. Most of this growing collection of artifacts from the local community was bought by the Dolemans and other artifacts were donated by generous individuals. Significant artifacts such as freedom quilts have been of interest to the Smithsonian and to the Banneker-Douglass Museum, however the family remains committed to keeping the collection in our community. Other items of note are old photographic portraits of people once prominent in the black community, copies of obituaries and hand bills from appearances of black leaders such as the Rev. Martin Luther King Jr., old oil lamps and cooking utensils once owned by local black families, and a large collection of ceramic and wooden figures depicting African-Americans and reflecting the changing views of the local community and country throughout the years.

With Mrs. Doleman's oversight, the Doleman Black Heritage Museum brought approximately 27 years of enjoyment and education to the citizens and visitors of this community on our African-American heritage. Of particular note is the fact that the Doleman Museum was the only museum interpreting African-American history in the 19th and 20th century in Western Maryland. School groups regularly visited the museum, particularly during Black History Month in February. Since Mrs. Doleman's death in 2000, the collection is no longer accessible to the public due to scheduling conflicts for the family member currently residing in the house.

Introduction (cont.)

In addition, the collection is suffering from the affects of the lack of a climate-controlled environment and from pest infiltration.

In 2008, Doleman family members formed a 501c3 and a Board of Directors for the purpose of protecting the artifacts and relocating the collection into a publicly-accessible, climate controlled museum in Hagerstown's traditional African-American neighborhood. It is the vision of the Board of Directors of the Doleman Black Heritage Museum to be an outstanding regional resource for historical information of African-American culture, locally, nationally, and internationally. This museum will engage and enlighten the public on African-American history and culture by sustaining a collection for its residents and visitors through research, exhibitions, preservation, and public programming. At this time the Doleman Black Heritage Museum has no employees.

The mission of the Doleman Black Heritage Museum is to:

1. Collect, organize, maintain, preserve, display and interpret objects associated with the unique culture and heritage of African-Americans;
2. Help students, residents and visitors appreciate the unique culture and heritage of African-Americans and to develop programs that would encourage the conservation, preservation, and protection of our heritage;
3. Develop educational and research programs about the unique culture and heritage of African-Americans; and
4. Collaborate with other educational institutions and museums, in a cooperative spirit, to promote a universal understanding of the unique culture and heritage of African-American history.

The City of Hagerstown began assisting the Doleman Board in 2008 by hiring a consultant, with a grant from the Maryland Heritage Area Program, to assess the collection and analyze the feasibility of the family's plans for the collection. The project consultants have created a photographic inventory with written descriptions of the items in the collection and have taken some initial conservation measures to remove pests from some artifacts and to properly house fragile artifacts. There are currently nearly 4,300 objects in the collection, including 129 textile items (including 12 quilts), 263 toys, 800 sculptures, 137 paper items (including 21 original documents and 90 framed photos and prints), 561 decorative serving ware, 672 household objects, 1,385 ephemera, and 351 other three-dimensional objects (including 37 coins, 9 weapons, 11 pieces of furniture, and 9 musical instruments). This project will be completed in the summer of 2010.

The results of this assessment/feasibility study project are available to the Board of Directors and the **Museum Curator/Collections Manager** as they work towards the goal of making the Doleman collection accessible to the public in a world-class museum in Hagerstown, Maryland. At the conclusion of the upcoming project, the Doleman Board will have clarified the interpretive mission for the museum, developed a collection management policy, organized the artifacts in the collection and assessed the conservation needs of the artifacts in

Introduction (cont.)

the collection, conserved the most threatened and significant items in the collection, and devised several methods of bringing aspects of the collection to the public. History buffs and genealogists will benefit from the creation of an archive of the collection's written and photographic artifacts on the museum's web site. Students, heritage tourists, and area residents will benefit when they can visit cultural and heritage destinations in our region where temporary exhibits from the Doleman collection are on loan and learn about the role African-Americans have played in the development of our region's history.

2. Proposal Submittal

Qualifications and Experience:

- A. A statement of qualifications, experience, and organization for the Museum Curator/Collections Manager and/or the Conservator Services.. The Board of Directors is seeking a consultant(s) with at a minimum a master's degree in history with a concentration in African-American history and at least three years working experience with museums. Preference given for working experience with local museums and, in particular, African-American museums. Proficiency in pop culture is also important.
- B. Background description and examples of similar work successfully completed including client names and telephone numbers. Provide one or two samples of similar work (one copy).
- C. A list of all staff to be assigned to the project and their resumes.
- D. A list of all subcontractors and a description of their roles in performing the work described in the technical proposal.

Technical Proposal:

- A. A description of the approach to the project, a proposed work plan, and time frame. The offeror should detail the types of tasks to be performed as outlined in the Scope of Work in this RFP and in what format they will be presented. Include a two-page executive summary of the proposal highlighting the work program.

Contract Price Proposal:

- A. The proposal should be in a separate sealed envelope and should indicate the cost of the project including time allocation for each individual and subcontractors along with the hourly rate, the overhead, and profit. If the proposal includes both Museum Curator/Collections Manager and Conservator services, the cost for each should be broken out separately in the contract price proposal.

Contract Price Proposal

- B. The consultant's budget is not expected to include the following costs:
1. conservation lab's costs to treat selected artifacts;
 2. web designer's cost to create the archival resource on the museum's web site; and
 3. exhibit fabricator's costs to layout and fabricate the interpretive exhibit panels.

3. Schedule

It is anticipated that the contract for this project will be awarded on August 24, 2010. The project must be concluded and final reports submitted by July 31, 2011.

4. Terms and Conditions

The City of Hagerstown reserves the right to accept quotations, individually or collectively, to accept or reject any or all quotations, waive any informalities, and take whatever action is to the best interest of the City of Hagerstown and the Doleman Black Heritage Museum. Offerors whose proposals are not accepted will be notified in writing.

Offerors may be required to make oral presentations to the Project Director, City staff, and the Board of Directors of the Doleman Black Heritage Museum to clarify proposals.

5. Compensation

The contract will be negotiated on a fixed fee basis. The contract will provide that payment shall be made in installments on a monthly basis as statements are rendered. Installment payments shall be computed on the basis of the amount of work completed as revealed by the project reports, work products, and documentation as submitted by the offeror. Payment is contingent upon the Project Director's and City staff's approval of both the quantity and quality of work covered by the statement. Ten percent of each payment will be withheld until the final payment is made to the offeror following the completion of the work program and approval of all end products by the City of Hagerstown. Invoices shall be processed for payment within 45 days of their receipt.

The contractor will supply the City with monthly progress reports noting progress to date, anticipated work to be completed during the next month, and any reasons for delay and their remedies. This report shall be included with the monthly invoice.

6. Selection Process and Criteria

All proposals received by the closing deadline will be reviewed and evaluated by a selection team. Qualifications and work program descriptions will be reviewed

Selection Process and Criteria (cont.)

by this team, with input from advisors to the City and the Board of Directors of the Doleman Black Heritage Museum. Those not selected will have their unopened price quotation returned. Quotations will be opened for those selected for further review. A selection recommendation will be made by the team and forwarded to the Mayor and City Council for a final decision.

Award of contract for the requested services will be made to the most responsible and qualified offeror whose proposal will be most advantageous to the City and the Board of Directors of the Doleman Black Heritage Museum, cost and other factors considered. Cost and work experience relative to activities outlined in this RFP will be considered equal in importance.

The qualifications and work experience of the offerors will be considered, specifically that work which was previously performed by the proposer relative to these types of activities and projects. The offeror must be qualified and experienced at providing all of the required services relative to these activities.

7. Scope of Work

The **Museum Curator/Collections Manager** will assist the Board of Directors of the Doleman Black Heritage Museum with continuing efforts to clarify the mission for the museum, develop a collections management policy, assess the conservation needs of the artifacts in the collection, protect the most threatened and significant artifacts from deterioration, and prepare the collection for access to the public. End products of the accessibility goal will be the development of several methods of making the collection accessible through web-based solutions and temporary traveling exhibits. The **Museum Curator/Collections Manager** will work with the Project Director in securing interns from an appropriate university program, to assist with the tasks necessary to undertake this project.

- A. The **Museum Curator/Collections Manager** will work with the Board of Directors to clarify the mission of the museum in terms of collection interpretation and to organize artifacts into identified thematic priorities. As a result of this activity, the Board will decide which artifacts should be conserved to museum standards, which artifacts can be used as props for hands on educational and traveling displays, and which artifacts may be divested as no longer necessary to the collection.
- B. After sorting the collection as described above, the **Museum Curator/Collections Manager** work with a professional **Conservator** to assess the conservation needs of the artifacts in the collection and send the most threatened and significant artifacts to a conservation lab, such as the Jefferson Patterson Park MAC lab, to be treated for pests and other invasive organisms. The consultants will also develop a textile management plan for the artifacts in the collection. This activity will meet the goal of assessing the conservation needs of the collection and protecting the most threatened and significant artifacts in the collection from further deterioration.

Scope of Work (cont.)

- C. The **Museum Curator/Collections Manager** will digitize the paper documents prior to housing for storage. This activity will meet the goal of allowing access to fragile artifacts while protecting them from further deterioration.
- D. **The Museum Curator/Collections Manager** will work with the museum's web designer to create an archival resource on the museum's web site that contains all of the digitized documents from the collection. This activity will meet the goals of making fragile artifacts accessible to the public without furthering their deterioration and will raise awareness of the Board's museum plans.
- E. The **Museum Curator/Collections Manager** will work with an exhibit contractor to fabricate approximately eight interpretive exhibit panels to accompany aspects of the collection on temporary exhibits in the region. The exhibits will also be included on the museum web site in digital form. The consultant will determine the contents of the exhibits, select artifacts, and write text for the exhibits. The consultant will oversee the conditions under which each object will be exhibited. This activity will meet the goals of educating people about the region's African-American history and raising awareness of the Doleman Board's plans for the Doleman Black Heritage Museum.

8. Meetings

The contractor shall be expected to work closely with the Project Director and the Board of Directors of the Doleman Black Heritage Museum. Informal meetings will be necessary at various stages throughout development of the project. Visits to the Doleman family home will be required to access the collection. Close working relationships will be required between the consultants and the Project Director and museum Board, between the **Museum Curator/Collections Manager** and the **Conservator**, and between the **Museum Curator/Collections Manager** and the project's sub-contractors.

9. Final Products

Final products are specified in the Scope of Work in #7 above.

Any reports or publications generated by this project shall acknowledge support from the Institute of Museum and Library Services (IMLS) in all materials and announcements of the project activities. This includes printed items, exhibit panels, electronic items, and media announcements. Graphic items and video broadcasts should include the IMLS logo. Printed materials should include a credit line, such as "This project was supported by a grant from the Institute of Museum and Library Services." Audio/video broadcasts should include the tag

Final Products (cont)

line, “This project was supported by a grant from the Institute of Museum and Library Services, creating strong libraries and museums that connect people to information and ideas.”

All materials shall include the following statement: “Any views, findings, conclusions or recommendations expressed in this publication) (program) (exhibition) (website) do not necessarily represent those of the Institute of Museum and Library Services.”

BID P1472.10-2 - Consultant Services to Prepare the Collection of the Doleman Black Heritage Museum for Access to the Public
SIGNATURE TO BID - (SUBMIT IN Triplicate)

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

COMPANY NAME: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

This form was completed and submitted by: _____
(Please print or type full name)

Title of Individual: _____

Signature of Individual: _____

BID P1472.10-2 - Consultant Services to Prepare the Collection of the Doleman Black Heritage Museum for Access to the Public
Affirmation Regarding Collusion (SUBMIT IN DUPLICATE)

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER _____

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

_____ Yes _____ No