**ADPICS NUMBER:N00R3401429**



***Maryland’s Human Services Agency***

**STATE OF MARYLAND**

**DEPARTMENT OF HUMAN RESOURCES**

**FAMILY INVESTMENT ADMINISTRATION**

**311 WEST SARATOGA STREET**

**BALTIMORE, MD 21201**

**INVITATION FOR BIDS (IFB)**

**FOR**

### 24” DELL WIDESCREEN FLAT PANEL MONITORS

**DHR AGENCY CONTROL NUMBER:FIA/FPM 13-001 S**

**IMPORTANT NOTICE: *Prospective Bidders who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Procurement Officer and provide their name, mailing address, and e-mail address in order that communications regarding this IFB can be sent to them. Any prospective Bidder who fails to notify the Procurement Officer with this information assumes complete responsibility in the event that they do not receive communications from the Procurement Officer prior to the closing date.***

***In order to receive a Contract award, a vendor shall be registered on eMaryland Marketplace (eMM). eMM registration is free. The eMM website is*** [***https://emaryland.buyspeed.com/bso/***](https://emaryland.buyspeed.com/bso/)***.***

**The State of Maryland encourages Minority Business Enterprises(MBE) to participate in this procurement process.**

**NOTICE TO BIDDERS:Questions or concerns regarding the MBErequirements of this solicitation shallbe raised before the opening of Bids.**

Issued: (**May 23, 2013*)***

**TABLE OF CONTENTS**

**Description**

**Key Information Summary Sheet** (immediately following the Table of Contents)

Notice to Vendors/Contractors (see Section 1.7, “No Bid Statement”)

# Section I Objective of Invitation for Bids

1.1 Summary Statement

1.2 Procurement Officer

1.3 Pre-Bid Conference

1.4 Electronic Procurement Authorization

1.5 Questions and Inquiries

1.6 Bid Closing Date

1.7 No Bid Statement

1.8 Bid Modification or Withdrawal

1.9 Acceptance of Bid Duration and Content

* 1. Bid Opening Date
  2. State Project Manager
  3. Glossary of Terms

# Section II General Information

* 1. Purpose
  2. Amendments to the IFB
  3. Amendment or Cancellation of the IFB
  4. Bid Acceptance
  5. Additional Information
  6. Incurred Expenses
  7. Economy of Preparation
  8. Working Hours and Location
  9. Contract Term
  10. Bid/Proposal Affidavit
  11. Public Information Act Notice
  12. Bidder’s Responsibilities
  13. Corporate Registration
  14. Contract Affidavit
  15. General Contractual Conditions
  16. Contract Type
  17. Arrearages
  18. Payment Terms/Billing
  19. Electronic Funds Transfer
  20. Procurement Method
  21. Acceptance of Terms and Conditions
  22. Compliance with Law
  23. Contract Award
  24. Tie Bids
  25. *e-Maryland Marketplace* Registration
  26. Protests
  27. Confidentiality
  28. False Statements
  29. Minority Business Enterprises
  30. Minority Business Enterprises Participation Goal(s) and Sub-Goal(s)
  31. Certification Regarding Lobbying
  32. Non-Visual Access
  33. Insurance Requirements
  34. Investment Activities In Iran Certification

# Section III Specifications

3.1 Scope of the Project

3.2 Requirements

3.3 Roles and Responsibility

3.4 Warranty

3.5 Bidder Qualifications

3.6 Post Award Conference

3.7 Credit and/or Replacement

3.8 Return of Goods

3.9 Restocking Fees

# Section IV Requirements for Bid Preparation

4.1 Bid Submission

4.2 Transmittal Letter

4.3 Single Step Sealed Bidding

# Section V Evaluation Procedures

* 1. Bid Opening and Evaluation
  2. Reciprocal Preferences

5.3 Qualifying Bids

5.4 Bid Evaluation and Award

# Section VI Appendices

Attachment A Price Sheet

Attachment B Bid/Proposal Affidavit

Attachment C Contract Affidavit

Attachment D Contract – Sample Only

Attachment E Electronic Funds Transfer Form

Attachment F Agency Acceptance Form

Attachment G DHR Site Delivery Shipping Specifications

Attachment H Certification Regarding Lobbying

Attachment I Certification Regarding Investments in Iran

Attachment I-1 Investment Activities in Iran Act

Attachment J Mercury Affidavit



***Maryland’s Human Services Agency***

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Invitation for Bids**

**24” DELL WIDESCREEN FLAT PANEL MONITORS**

**AGENCY CONTROL NUMBER: FIA/FPM 13-001 S**

**IFB Issue Date: *eMaryland Marketplace –* (May 23, 2013)**

**DHR Webpage – (May 23, 2013)**

**IFB Issuing Office: Department of Human Resources**

**Family Investment Administration**

**Procurement Officer: AungHtut**

**Phone: (410) 767-7775**

**Fax: (410)333-0258**

**eMail:**[**aung.htut@maryland.gov**](mailto:aung.htut@maryland.gov)

**Bids are to be sent to: Department of Human Resources**

**Procurement Division**

**311 W. Saratoga Street, Room 946**

**Baltimore, MD 21201-3521**

**Pre-Bid Conference: (June 4, 2013, 10:00 A.M.)**

**Closing Date/Time: (June 12, 2013 2:00 P.M.)**

**Bid Opening: (June 12, 2013 3:00 P.M.)**

**STATE OF MARYLAND**

**NOTICE TO VENDORS/CONTRACTORS**

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Procurement Officer (Section 1.2) with your Bid, or “no Bid”, as the case may be. Thank you for your assistance.

Bid Number: FIA/FPM 13-001-S Entitled: 24” DELL WIDESCREEN FLAT PANEL MONITORS

I. If you are not Bidding, please indicate why:

[ ] Other commitments preclude our participation at this time.  
 [ ] The subject of the Contract is not in our business line.  
 [ ] We lack experience in the work / commodities required.  
 [ ] The scope of work is beyond our current capacity.  
 [ ] We cannot be competitive. (Please explain below.)  
 [ ] The specifications are either unclear or too restrictive. (Please explain below.)  
 [ ] Bid requirements, other than the specifications, are unreasonable or too risky.

(Please explain below.)

[ ] Time for completion is insufficient.  
 [ ] Bonding/Insurance requirements are prohibitive. (Please explain below.)  
 [ ] Doing business with Government is simply too complicated.

[ ] Prior experience with State of Maryland Contracts was unprofitable or otherwise

unsatisfactory. (Please explain in the Remarks section below

[ ] Other:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OPTIONAL

Vendor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Contact : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address or email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THANK YOU!!!**

# SECTION I. OBJECTIVE OF INVITATION FOR BIDS

**1.1 Summary Statement**

### The Department of Human Resources (DHR),Family Investment Administration (FIA),intends to acquire 700 Dell 24” Widescreen Flat Panel Monitors from Dell authorized resellers to be delivered to 20 locations within the State of Maryland as specified in the DHR Site Delivery Shipping Specifications (Attachment G). Set-up/installation of the equipment is not needed as it will be completed by DHR Information Technology (IT) staff.

### This equipment is intended for FIA staff to allow them to access and view multiple programs simultaneously thereby reducing the time it takes to process applications and increase accuracy.

### The Contract shall be for 90 calendar days with no renewal options.

**1.2 Procurement Officer**

The sole point of contact (POC) in the State for purposes of this IFB is the Procurement Officer presented below or his designee:

Aung Htut, Procurement Officer

Department of Human Resources

Procurement Unit

311 West Saratoga Street

Baltimore, MD 21201

Office Phone Number: 410-767-7775

Office Fax Number: 410-333-0258

e-mail: [**aung.htut@maryland.gov**](mailto:aung.htut@maryland.gov)

**1.3 Pre-Bid Conference**

A Pre-Bid Conference will be held on **(Tuesday June 4, 2013)** beginning at **(10:00 A.M.)** in **Central Office of the DHR, at 311 West Saratoga Street, 9th Floor, Room Number 952, Baltimore, MD 21201**.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by **(Thursday May 30, 2013 at 12:00 noon)**, all potential Bidders planning to attend call the Procurement Officer (ref. Section 1.2)or send an e-mail with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least five (5) calendar days notice of such need and DHR will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a copy of the transcribed Pre-Bid Conference and, all questions and answers known at that time will be made available to all prospective Bidders known to have received a copy of this IFB, free of charge, via *eMaryland Marketplace,* [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)and the DHR web page, [**www.dhr.state.md.us**](http://www.dhr.state.md.us).

**1.4 Electronic Procurement Authorization**

A. The following transactions are authorized to be conducted by electronic means on the terms described. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. *e-Maryland Marketplace* and DHR’s web page), and electronic data interchange.

1. The Procurement Officer may conduct the procurement using *e-Maryland Marketplace*, DHR web page, e-mail or facsimile to issue:

a. the solicitation (e.g. the IFB);

b. any amendments;

c. pre-bid conference documents;

d. questions and responses;

e. communications regarding the solicitation or bid to any Bidder including requests for clarification or explanation;

f. notices of award selection or non-selection; and

g. the Procurement Officer’s decision on any protest or Contract claim.

2. A Bidder or potential Bidder may use e-mail or facsimile to:

a. ask questions regarding the solicitation;

b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; or

c. submit a "No Bid” response to the solicitation.

3. The Procurement Officer, the State Project Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section B of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or State Project Manager.

B. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial bids;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by DHR to require original signatures, e.g., Contract execution, Contract modifications, etc); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

C. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person(s) as provided in the IFB, the Contract, or at the direction from the Procurement Officer or State Project Manager.

**1.5 Questions and Inquiries**

Written questions from prospective Bidders will be accepted by the Procurement Officer (ref. Section 1.2) prior to the Pre-Bid Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Bid Conference. No substantive question will be answered prior to the Pre-Bid Conference. Additionally questions, both written and oral, will be accepted from the prospective Bidders at the Pre-Bid Conference and will be answered at this conference or in a subsequent transmittal, which will be posted on DHR’s website [**www.dhr.state.md.us**](http://www.dhr.state.md.us) and *e-Maryland Marketplace* [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/).

Questions will also be accepted subsequent to the Pre-Bid Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the Bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor will be distributed to all prospective Bidders who are known to have received a copy of the IFB.

Subsequent to the Conference, additional pre-bid questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer.

**Should a potential Bidder identify alleged ambiguities in the specifications or Contract provisions included in the IFB, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Bidder shallrequest clarification from the Procurement Officer prior to the Bid due date. Failure to do so may prevent consideration of a future protest (see COMAR 21.10.02.03).**

**1.6 Bid Closing Date**

The original, to be so identified, and **four (4) copies** of each Bid shall be received by the Procurement Officer (ref. Section 1.2) by (**Wednesday June 12, 2013 2:00 P.M.**) in order to be considered. Requests for extension of this date or time shall not be granted. Vendors mailing Bids shall allow sufficient mail delivery time to insure timely receipt by the Procurement Officer (ref. Section 1.2). Bids or unsolicited modifications to Bids arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. **Oral, electronic mail, and facsimile Bids will not be accepted.**

**1.7 No Bid Statement**

Bidders not responding to this solicitation are requested to complete and submit the Notice to Vendors/Contractors form that includes the company information and the reason for not responding (i.e. too busy, cannot meet mandatory requirements, etc). This form is located immediately after the Key Information Summary Sheet.

**1.8 Bid Modification or Withdrawal**

Bids may be modified or withdrawn by written notice received in the issuing office before the time and date for Bid opening indicated in Section 1.10.

**1.9 Acceptance of Bid Duration and Content**

At the option of the Department, sections of this IFB may be included by reference in any resulting Contract. Bids are to be valid for 120 calendar days following the closing date for Bid receipt in response to this IFB. This period may be extended by written mutual agreement between the vendor and the requesting State organization.

**1.10 Bid Opening Date**

Bids will be opened publicly in accordance with the provisions of COMAR 21.05.02.11B as follows:

Time: **3:00 P. M.**

Date: **Wednesday June 12, 2013**

Place: **311 WEST SARATOGA ST, ROOM 952.**

**BALTIMORE, MD 21201**

Upon receipt, Bids and modifications shall be kept confidential and held in a secure place until the established opening date. Bids and modifications will be opened publicly. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made. **Bids will be made available for public inspection at or within a reasonable time after Bid opening. Any material deemed confidential or proprietary by the Bidder shallbe clearly marked and shall be readily separable from the Bid to facilitate public inspection of the non-confidential portion of the Bid. A blanket statement declaring the entire Bid confidential is not acceptable.**

**1.11 State Project Manager**

The State Project Manager for this Contract is:

Angela Gustus

Department of Human Resources  
 Family Investment Administration311 W. Saratoga StreetBaltimore MD 21201410-767-7951 (office)

angela.gustus@maryland.gov

After Contract award, this person will serve as the primary POC for the Contractor in regards to the Contract resulting from this IFB. However, for certain Contract related actions the Procurement Officer may communicate with the Contractor.

* 1. **Glossary of Terms**

1. **Bidder** – An entity that submits a Bid in response to this IFB.
2. **BPW** – The Maryland Board of Public Work, the entity responsible for approving specific Contracts in the State.
3. **Business Day- Monday through Friday (excluding State holidays)**
4. **COMAR** – Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
5. **Contract** – The agreement resulting from this IFB with the successful Bidder.
6. **Contractor** – The selected Bidderawarded the Contract for the Scope of Project identified in this IFB.
7. **DHR or Department** – Maryland Department of Human Resources, the 4th largest agency within the State of Maryland.
8. **EST** –Eastern Standard Time.
9. **IFB** – The Invitation for Bids forDell 24” Widescreen Flat Panel Monitors, Solicitation Number: **FIA/FPM 13-001 S,** including any amendments/addenda thereto.
10. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
11. **NTP - Notice to Proceed –** The written notice from the State Project Manager signifying to the Contractor to begin providing services under the Contract.
12. **State Holidays/Closings –** The following are the State holidays/closings in effect during the term of the Contract. Each holiday starts at 12:00 AM and ends at 11:59 PM on that day: New Year’s Eve, New Year’s Day, Martin Luther King Day, Presidents’ Day, Friday before Memorial Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”**

# SECTION II. GENERAL INFORMATION

1. **Purpose**

The overall purpose of this IFB is to provide information to Bidders interested in preparing and submitting Bids to meet the requirements for contractual services described herein.

1. **Amendments to the IFB**

If it becomes necessary to revise this IFB before the due date for Bids, amendments will be provided to all vendors who were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Amendments made after the due date for Bids will be sent only to those Bidders who submitted a timely Bid.

Acknowledgment of the receipt of all amendments to this IFB issued before the Bid due date shall accompany the Bid in the Transmittal Letter accompanying the Bid. Acknowledgement of the receipt of amendments to the IFB issued after the Bid due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Bidder from complying with all terms of any such amendment.

1. **Amendment or Cancellation of the IFB**

The State may amend or cancel this IFB, in whole or in part, at any time before the opening of the Bids. All prospective Bidders who were sent the IFB or otherwise are known by the Procurement Officer to have obtained this IFB will be notified of any amendment or cancellation.

1. **Bid Acceptance**

The State reserves the right to accept or reject any and all Bids, in whole or in part, received as a result of this IFB, to waive minor irregularities in Bids, or to allow the Bidder to correct a minor irregularity if the best interest of the State will be served.

**By submitting a Bid in response to this IFB, a Bidder shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB unless otherwise clearly noted and explained in its Bid as an attachment to the Transmittal Letter as required in Section 4.2. A Bid that takes exception to these terms may be rejected.**

1. **Additional Information**

Vendors who submit Bids may be required to make individual presentations to State representatives in order to clarify their Bids.

1. **Incurred Expenses**

The State will not be responsible for any costs incurred by any vendor in preparing and submitting a Bid, including making a presentation or conducting an on-site inspection or shipping costs for delivery of equipment. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

1. **Economy of Preparation**

Bids shallbe prepared simply and economically, providing a straightforward, concise description of the vendor's Bid to meet the requirements of the IFB.

1. **Working Hours and Location**

The delivery sites indicated on **Attachment G** will be available to accept delivery of equipment between 9 a.m. and 2 p.m.(EST) Monday through Friday, excluding State holidays/closings. The Contractor shall contact each location to schedule delivery with a minimum of 7 business days notice.

1. **Contract Term**

The Contract awarded as a result of this solicitation shall be for a period of 90 calendar days. It shall begin on or about **June 28, 2013** or the date approved by the ***DoIT*** and end **September 27, 2013**; however, if the term does not start on **June 28, 2013**, the Contract will last for 90 calendar days**.**

1. **Bid/Proposal Affidavit**

The **Bid/Proposal Affidavit (Attachment B)** shall be completed by all Bidders responding to this IFB and submitted as a part of the vendor's Bid. This Affidavit includes commercial nondiscrimination, minority business enterprise, anti-bribery, non-collusion, debarment, tax payment, investment in Iran and conflict minerals affirmations.

1. **Public Information Act Notice**

Bidders shall give specific attention to the identification of any portions of their Bids other than the Price Bids which they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, shall not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. A blanket statement declaring the entire Bid confidential is not acceptable.

1. **Bidder's Responsibilities**

The State will enter into a contractual agreement with the selected Bidder. The selected Bidder shall be responsible for all services as required by this IFB. Subcontractors are prohibited from performing the services under any contractual agreement resulting from this solicitation without the prior approval of the State.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, minimum Bidder requirements, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

Although experience and documentation of a Bidder’s parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder’s experience and qualifications. Instead, the Bidder will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are transferred to and shared with the Bidder, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent’s participation as determined by the State.

1. **Corporate Registration**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller’s Office as well as with the Department of Labor, Licensing and Regulation and shall have a resident agent. The resident agent shall be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation which represents other corporations as a resident agent.

Any potential Bidder who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Bidder be completely registered prior to the due date for receipt of Bids. Failure to do so may result in an otherwise successful Bid being deemed unacceptable.

1. **Contract Affidavit**

The **Contract Affidavit (Attachment C)** shall be completed and submitted by the selected Bidder within 10 business days from notification of the recommendation for award. This affidavit includes the financial, political and drug and alcohol free work place affirmations and a reaffirmation of the Bid/Proposal Affidavit.

1. **General Contractual Conditions**

Any Contract resulting from this IFB shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the **Services Contract (Attachment D)** and the **Contract Affidavit (Attachment C)**.

Prior to award, both the Contract and the Affidavit shall be completed along with witnessed signatures and dates and submitted by the recommended Contractor.

1. **Contract Type**

The Contract that results from this IFB shall be a fixed-price Contract in accordance with COMAR 21.06.03.02(A)(2).

1. **Arrearages**

By submitting a response to this solicitation, the Bidder also represents that it is not in arrears in the payment of any obligations due 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 this contract if selected for the Contract award.

1. **Payment Terms/Billing**

The successful Bidder shall bill the Department separately for equipment per the locations/quantities specified in the DHR Site Delivery Shipping Specifications (**Attachment G**) after the equipment has been delivered.

All invoices shall (at a minimum) be:

* Signed and dated;
* Reference the PO #;
* Contain the Contractor’s mailing address, Social Security number or Federal Tax ID number, the State’s assigned Contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment;
* Include a copy of the packing slip, delivery confirmation, and a list of the equipment serial numbers; and
* Include an Agency Acceptance Form (**Attachment F**) which the State Project Manager will use to ensure proper Contract performance before payment is authorized.

Funding for any Contract resulting from this IFB is dependent upon appropriations from the Maryland General Assembly of Federal government. If funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first the Contract may be canceled.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required services and/or reports within the timeframe specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract.  
  
Invoices shall be addressed to:

Pat Kick, Accounts Payable

Division of Budget and Finance

Maryland Department of Human Resources

311 West Saratoga Street, 9th Floor

Baltimore, MD 21201

1. **Electronic Funds Transfer (EFT)**

EFT will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor(s) an exemption. The selected Bidder shall register using the attached form **COT/GAD X-10 Vendor EFT Registration Request Form (Attachment E)** upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller’s Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption.

1. **Procurement Method**

This procurement is being conducted in accordance with COMAR Title 21.05.02, Procurement by Competitive Sealed Bidding.

1. **Acceptance of Terms and Conditions**

By submitting a Bid in response to this IFB, the Bidder shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB.

1. **Compliance with Law**

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the Contract. By submitting a Bid in response to the IFB, the Biddershall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract.

1. **Contract Award**

Award of a Contract, if any, will generally be made within one hundred-twenty (120) calendar days after the closing date for submission of Bids and shall be subject to appropriate Federal and State approvals. The Contract shall be awarded to the responsible Bidder whose Bid meets the specifications set forth in the IFB and provides the lowest price. The State reserves the right to make the award by item, or groups of items, or total Bid if it is in the best interest of the State to do so, unless the Bidder specified in his Bid that a partial or progressive award is not acceptable.

1. **Tie Bids**

In the event of a tie Bid(s), the process documented in COMAR 21.05.02.14 shall apply.

1. ***eMaryland Marketplace* Registration**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website **(**[**www.dhr.state.md.us**](http://www.dhr.state.md.us)**)** for transmitting the IFB and associated materials, the summary of the Pre-Bid Conference, Bidder’s questions and the Procurement Officer’s responses, and addenda will be provided via eMM.

**In order to receive a Contract award from the State, a vendor shall be registered on *eMM***. Registration is free. Go here to register: [**https://emaryland.buyspeed.com/bso/**](https://emaryland.buyspeed.com/bso/)**.** Click on "Registration" to begin the process and follow the prompts. As a registered vendor to *eMM*, you will be privileged to many benefits including:

* **Online Goods and Services Profile:**  
  You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.
* **Instant Notification of Opportunities:**  
  Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and Maryland local government buying organizations in your area of interest.
* **Solicitations Online:**  
  You can review and respond to State and in some cases Maryland local government issued solicitations via the Internet without leaving your desk.

**Note: eMMregistration is active for one year and shall be active at the time of Contract award. eMM registration shall be maintained thereafter in order to receive notice of future procurement opportunities.**

1. **Protests/Disputes**

A Bidder may protest the proposed award or the award of a Contract for this procurement. Any protest shallbe filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

1. **Confidentiality**

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required under §10-611 et. seq., State Government Article, and Title 1, Subtitle 2, Human Services Article - Maryland Annotated Code and COMAR 07.01.07.  
  
Nothing in this Agreement shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Agreement so long as that statistical data does not identify any recipient of such services.

1. **False Statements**

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

1. In connection with a procurement Contract a person may not willfully;
   1. falsify, conceal, or suppress a material fact by any scheme or device;
   2. make a false or fraudulent statement or representation of a material fact; or
   3. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
2. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five (5) years or both.

1. **Minority Business Enterprises**

MBE are encouraged to respond to this solicitation.

1. **Minority Business Enterprise Participation**

No MBE subcontracting goal has been established for this procurement.

1. **Certification Regarding Lobbying**

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in connection with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each Bid shall include a completed **Certification Regarding Lobbying (Attachment H)**.

1. **Non-Visual Access**

The Bidder warrants that the information technology offered under this Bid (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available whenever possible without modification for compatibility with software and hardware for non-visual access. The Bidder further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than 5%.

For purposes of this regulation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille or other audible or tactile means used for output.

1. **Insurance Requirements**

Workers’ Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers’ Compensation Acts, U.S. Longshoremen’s and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, as well as any other applicable statute.

The State of Maryland shallbe named as an Additional Named Insured on all liability policies (Workers’ Compensation excepted). Certificates of insurance evidencing this coverage ***shall*** be provided within 10 business days after recommendation of award.

The following types of insurance and minimum amounts of coverage are required:

General Liability - The Contractor shall maintain the following minimum insurance protection for liability claims arising as a result of the Contractor’s operations under this Contract.

Commercial General Liability:

$500,000 - General Aggregate Limit (other than products/completed operations)

$1,000,000 – Professional Malpractice ***(Optional)***

$150,000 – Motor Vehicle Liability per occurrence.

$150,000 - Each Occurrence Limit

$100,000 - Personal and Accidental Injury Limits

$ 10,000 - Fire Damage Limit

$ 2,500 - Medical Expense

The State shall receive written notification of non-renewal and/or cancellation from the issuer of the insurance policies at least forty-five (45) business days before the expiration of said policies. Notice shall be sent to the State Project Manager. In the event the State receives a notice of non-renewal and/or cancellation, the Contractor shallprovide the State Project Manager with an insurance policy from another carrier at least thirty (30) business days prior to the expiration of the non-renewed insurance policy. Failure to provide proof of insurance will result in the Contract being terminated for default.

1. **Investment Activities in Iran Certification**

All proposals submitted by a Bidder must be accompanied by a completed Certification Regarding Investments in Iran **(Attachment I)**.

Effective January 1, 2013, the Investment Activities in Iran Act (State Finance and Procurement Article, §§17-701 through 17-707, the “IAI Act) **(Attachment I-1)** requires all companies that seek to do business with the State to certify at the time of proposal submission that:

1. They are not identified on a list created by the Maryland Board of Public Works as a person engaging in investment activities in Iran; and
2. They are not engaging in investment activities in Iran, as defined in the IAI Act.

The current IAI Act list maintained by the Board of Public Works can be found at <http://bpw.maryland.gov/Pages/Debarments.aspx>.

# SECTION III. SPECIFICATIONS

* 1. **Scope of the Project**

DHR - FIA is soliciting competitive bids to acquire 700 Dell 24” Widescreen Flat Panel Monitors from Dell authorized resellers to be delivered to 20locations within the State of Maryland as specified in the DHR Site Delivery Shipping Specifications (**Attachment G**).Set-up/installation of the equipment is not included in the scope of this IFB.

* 1. **Requirements**

Service/Delivery

The Contractor shall:

* + 1. Begin delivery of the desired equipment within 30 calendar days of the receipt of the NTP.
    2. Coordinate/schedule delivery of equipment with local onsite contacts (**Attachment G**) with a minimum of 7 business days notice of scheduled delivery. Equipment shall be delivered between 9 a.m. and 2 p.m. (EST) Monday through Friday, excluding State holidays/closings.
    3. Verify with the local onsite contact the storage capacity prior to delivery. Due to limited storage space, sites receiving 60 or more monitors may require delivery of equipment to be broken up into smaller quantities.
    4. Not substitute the equipment unless the specific product configurations stated in Section 3.2.7 is no longer available from Dell. Any substitution shall require the prior written approval of the State Project Manager.
    5. Purchase new and unused Dell monitors and include all product information and manufacturer’s warranties.
    6. Provide the State Project Manager with asset and proof of delivery details to include, at a minimum, the packing slips (signed by State receiver) and list of equipment serial numbers delivered per location. This information shall accompany the invoice per Section 2.18 – Payment Terms/Billing.
    7. Technical

The Contractor shall provide monitors in accordance with the following technical specifications.

|  |  |
| --- | --- |
| Dell Ultra Sharp U2412M 24” Monitor with LED | |
| TECHNICAL SPECIFICATIONS | |
| Quantity | 700 |
| Diagonal Viewable Size | 24" (60.96 cm) viewable area |
| Aspect Ratio | Widescreen (16:10) |
| Panel Type, Surface | IPS (In-Plane Switching), anti-glare with hard coat 3H |
| Optimal Resolution | 1920 x 1200 at 60 Hz |
| Contrast Ratio | 1000 : 1 (typical)/2,000,000:1 (dynamic) |
| Brightness | 300 cd/m2 (typical) |
| Response Time | 8ms (gray to gray) Typical |
| Max Viewing Angle | 178º vertical; 178º horizontal |
| Device Type | Widescreen Flat Panel Display |
| Input | 1 VGA; 1 DVI-D w/ HDCP; 1 DP; 1 USB 2.0 (upstream); 4 USB 2.0 (downstream); DC power connector for Dell Soundbar |
| **Security** | Security port (cable lock sold separately) |
| **Stand** | Height-adjustable (tilt/swivel/pivot) and built in cable-management |
| **Cables** | Power cable, DVI cable, USB cable, VGA cable |

* 1. **Roles and Responsibilities**

**Procurement Officer:** DHR representative responsible for managing the IFB, the award process and change order process.

**State Project Manager:** DHR representative responsible for administration of the resulting Contract from the execution of the Contract through the end of the Contract.

**Contractor:** The Bidder who is awarded the Contract who shall be responsible for administration of the resulting Contract and services under the Contract.

**Contractor’s Project Manager:** The Contractor shall designate a person to act as the single POC for the Department regarding the services under the Contract and who has authority and knowledge to resolve Contract issues.

* 1. **Warranty**
     1. The Bidder shall include with its Bid a copy of the manufacturer’s (Dell) 3 Year Premium Panel Advanced Exchange Service which includes:
* Dell’s service and support and Limited Warranty for 3 years
* Replacement until shipped the next business day
  + 1. The Bidder shall identify an individual who will be responsible for onsite technical support for warranty repairs.
  1. **Bidder Qualifications:**

The Bidder shall meet the following minimum qualification criteria.

The Bidder shall:

* + 1. Submit a letter verifying that the Bidder is authorized by the manufacturer to provide the proposed Hardware as of the date of the Bid.
    2. Submit a signed Mercury Affidavit (**Attachment J**) with all information completed.
  1. **Post Award Conference**

Within 5 business days approval, the State’s Project Manager (see Section 1.11), the Contractor and/or the Contractor’s Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Bidder.

* 1. **Credit and/or Replacement**

The Contractor shall provide credit and/or replacement for out-of-stock, freight-damaged, and defective items, as well as for items ordered in error (e.g. the item was not ordered by any Agency, the order was mistyped, etc.) or shipped in error by the Contractor. Contractor shall be responsible for the credit and/or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the Requesting Agency to deal directly with the manufacturer. In all cases, the Requesting Agency shall have the option of taking an exchange or receiving a credit, which shall be completed within thirty (30) calendar days of exercising this option.

* 1. **Return of Goods**

Goods delivered to the requesting location that are found to be damaged or in unacceptable condition may, at the discretion of the Department, shall be returned to the Contractor at the Contractor’s expense within sixty (60) calendar days of receipt. Credit for returned goods shall be made immediately once the Contractor receives the returned goods. The Department shall note on the carrier’s waybill that the shipment/package was damaged.

* 1. **Restocking Fees**

The Contractor shall not impose a restocking fee on the State or local agency if an item is returned due to damage, incorrect product shipped, or Contractor’s customer service order entry error.

The Contractor shall not impose a restocking fee on the Department for inventory that is exchanged for other inventory.

**“THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK”**

# SECTION IV. REQUIREMENTS for BID PREPARATION

**4.1 Bid Submission**

An original, to be so identified and four (4) copies of the Bid shall be received by the Procurement Officer by (**Wednesday June 12, 2013 at 2:00 P.M.**) in order to be considered.

* NAME OF BIDDER
* SEALED BID – Department of Human Resources

### 24” DELL WIDESCREEN FLAT PANEL MONITORS

* AGENCY CONTROL NUMBER: **FIA/FPM 13-001-S**
* BID DUE DATE &TIME: **Wednesday June 12, 2013 at 2:00 P.M.**
* PROCUREMENT OFFICER: Aung Htut
* ROOM #946

**4.2 Transmittal Letter**

A Transmittal Letter prepared on the Bidder's business stationery shall accompany the Bid. The purpose of this letter is to transmit the Bid; therefore, it shall be brief. The letter shall contain the Bidder’s complete legal name as registered with the State Department of Assessments and Taxation; address, telephone number, fax number and e-mail address, federal tax identification, and if registered, the eMMidentification number. An individual, who is authorized to bind his firm to all statements, including services and prices, contained in the Bid shall sign the letter. The letter shall also acknowledge any addenda to the IFB that were received.

**4.3 Single Step Sealed Bidding**

This is a Single Step Bid.

Each Bidder shall complete a Price Sheet **(Attachment A)**, which states the price proposed in response to the IFB. When determining prices, consider the appropriate Living Wage Requirements, if applicable.

**Include one (1) original of each of the following forms in the original volume only:**

1. Price Sheet (Attachment A)
2. Bid/Proposal Affidavit - (Attachment B)
3. Certification Regarding Lobbying (Attachment H)
4. Certification Regarding Investments in Iran (Attachment I)
5. Mercury Affidavit (Attachment J)

# SECTION V. EVALUATION PROCEDURES

**5.1 Bid Opening and Evaluation**

Upon receipt, Bids and modifications shall be kept confidential and held in a secure place until the established opening date. Bids and modifications will be opened publicly. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made. Bids shall be available for public inspection after opening and before award of the Contract, except for material designated as confidential by the vendor.

All Bids received by the closing deadline will be evaluated by the Procurement Officer.

**5.2 Reciprocal Preference**

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement Contracts, many other States do grant their resident businesses preferences over Maryland Contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Bidder whose principal office or principal base of operations is in another State submits the most advantageous Bid, and the State in which the non-resident’s principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement Contract. Therefore, a preference will be given to the lowest possible responsible Bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident Bidder submitting a Bid for a State project shall attach to the Bid a copy of any current statute, resolution, policy, procedure or executive order of the Bidder’s resident State that pertains to that State’s treatment of nonresident Bidders.

**5.3 Qualifying Bids**

The Bidder shall assume full responsibility for addressing all necessary technical and operational issues in order to meet the requirements of the IFB.

The Procurement Officer shall first review each Bid for compliance with the mandatory feature requirements in Section III (Specifications) and with all other necessary requirements of this procurement. Failure to comply with any mandatory requirement may disqualify a Bid.

**5.4 Bid Evaluation and Award**

The Contract will be awarded to the responsible Bidder whose Bid meets the specifications, set forth in the IFB, and provides the lowest cost.

Contract awards resulting from the IFB are subject to appropriate State approvals. Awards exceeding $200,000 require approval of the BPW.

**“THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK”**

# SECTION VI. APPENDICES

Attachment A Price Sheet

Attachment B Bid/Proposal Affidavit (complete and submit with Bid)

Attachment C Contract Affidavit (to be completed by successful Bidder only upon notification of selection)

Attachment D Contract (sample only - to be completed by successful Bidder only upon notification of selection)

Attachment E Electronic Funds Transfer Form

Attachment F Agency Acceptance Form

Attachment G DHR Site Delivery Shipping Specifications

Attachment H Certification Regarding Lobbying (complete and submit with Bid)

Attachment I Certification Regarding Investment in Iran (complete and submit with Bid)

Attachment I-1 Investment Activities in Iran Act

Attachment J Mercury Affidavit (complete and submit with Bid)