



Maryland
STATE
TREASURER
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Nancy K. Kopp
State Treasurer

Bernadette T. Benik
Chief Deputy Treasurer

MARYLAND STATE TREASURER'S OFFICE

**Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, Maryland 21401**

**INVITATION FOR BIDS
(Small Procurement)**

FOR

PRESSURE SEALER AND STACKER

IFB# IT-03312016

BIDS DUE: APRIL 7, 2016 BY 1:00 P.M.

KEY INFORMATION SUMMARY SHEET

**Invitation for Bids
(Small Procurement)
Pressure Sealer and Stacker Specifications for the
Maryland State Treasurer's Office**

IFB #IT-03312016

Procurement Officer:

Anne Jewell

Tel.: (410)260-7903

Fax: (410)974-3530

Email: procurement@treasurer.state.md.us

Submit Bids to:

Maryland State Treasurer's Office

Attn: Procurement Officer

Louis L. Goldstein Treasury Building

80 Calvert Street, Room 109

Annapolis, Maryland 21401

SCHEDULE OF EVENTS

Issue Date:	March 31, 2016
Bids Due Date and Opening:	April 7, 2016 by 1:00 p.m. Local Time
Tentative Contract Award:	April 15, 2016

NOTICE

Prospective bidders who received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order that amendments to the IFB or other communications can be sent to them. Any prospective bidder who fails to provide the Issuing Office with this information assumes complete responsibility in the event that they do not receive amendments to the solicitation from the Issuing Office prior to the closing date.

TABLE OF CONTENTS

	Page
I. General Information	
1.01 Summary Statement	1
1.02 Issuing Office; Procurement Officer	1
1.03 Procurement Method	1
1.04 Contract Officer.....	1
1.05 Use of eMaryland Marketplace.....	2
1.06 Submission Deadline	2
1.07 Cancellation of the IFB; Rejection of All Bids	2
1.08 Bid Acceptance; Discussions	2
1.09 Incurred Expenses.....	2
1.10 Bid	2
1.11 Acceptance of Terms and Conditions	3
1.12 No Guarantee of Work	3
1.13 Bid Opening.....	3
1.14 Basis for Award.....	3
II. Scope of Services and Requirements	
2.01 Background	4
2.02 Equipment and Maintenance Requirements	4
2.03 Verification of Registration and Tax Payment.....	5
2.04 Bid Submission	5
2.05 Selection.....	5
Appendices	
A. Contract for Pressure Sealer and Stacker	6

SECTION I – GENERAL INFORMATION

1.01 Summary Statement

The Maryland State Treasurer’s Office (“STO”) is requesting bids for a Pressure Sealer and Stacker to assist the operations of check printer in Maryland State Treasurer’s Office.

1.02 Issuing Office and Procurement Officer

Maryland State Treasurer’s Office
Louis L. Goldstein Treasury Building
80 Calvert Street, Room 109
Annapolis, MD 21401

Procurement Officer: Anne Jewell
Phone: (410)260-7903
E-mail: procurement@treasurer.state.md.us

The sole point of contact for purposes of this Invitation for Bids (the “IFB”) is the Procurement Officer. The Procurement Officer may designate others to act on her behalf. The Office may change the Procurement Officer or the limits of her authority at its discretion.

1.03 Procurement Method

The Contract arising out of this IFB (the “Contract”) will be awarded in accordance with the small procurement process under COMAR 21.05.07.

1.04 Contract Officer

The Contract Officer monitors the daily activities of the contract and provides technical guidance to the selected bidder (the “Contractor”). The State Contract Officers for this Contract are:

Bryan Haynes, Director of Information Technology
Maryland State Treasurer’s Office
80 Calvert Street, Room 109
Annapolis, Maryland 21401
Email: bhaynes@treasurer.state.md.us

1.05 Use of eMaryland Marketplace

eMaryland Marketplace (<https://emaryland.buyspeed.com/bsa>) is a free electronic commerce system administered by the Maryland Department of General Services. The IFB, associated materials, and all other solicitation related material will be provided via eMaryland Marketplace. This means that all such information is immediately available to subscribers of eMaryland Marketplace. All subscribers will receive solicitation notifications as well as solicitation update/change order notifications. Because of the instant access afforded by eMaryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to eMaryland Marketplace.

1.06 Submission Deadline

To be considered, the bids must arrive at the Issuing Office no later than 1:00 p.m. Local Time on Thursday, April 7, 2016. Requests for extension of this bid date or time will not be granted. Bids may be submitted by electronic means (e-mail or facsimile). Bids arriving after the closing date and time will not be considered.

1.07 Cancellation of the IFB; Rejection of all Bids

The Office may cancel this IFB, in whole or in part, or may reject all bids submitted in response whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interests.

1.08 Bid Acceptance; Discussions

The Office reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified bidders in any manner necessary to serve the best interests of the State. The Office also reserves the right, in its sole discretion, to award a contract based upon the written bids received without prior discussions or negotiations.

1.09 Incurred Expenses

The State will not be responsible for any costs incurred by a bidder in preparing and submitting a bid in response to this IFB, including costs incurred in making an oral presentation, if required.

1.10 Bid

The Bid price quote must be completed and signed (in ink) by an individual authorized to bind the bidder to all terms and conditions of this IFB.

1.11 Acceptance of Terms and Conditions

By submitting a bid in response to this IFB, the bidder (a) accepts all of the terms and conditions set forth in this IFB, and (b) represents that it is not in arrears in the payment of any obligation due and owing the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the "State Obligations"). If selected for award, the bidder agrees (a) that it will comply with all federal, State and local laws applicable to its activities and obligations under the contract, (b) that it shall not become in arrears under any State Obligation during the term of the contract, and (c) to all terms and conditions set forth in the form of contract included as Appendix A to this IFB.

1.12 No Guarantee of Work

No contractor is guaranteed any minimum amount of work or compensation.

1.13 Bid Opening

Bids shall be opened publicly at the Maryland State Treasurer's Office, Louis L. Goldstein Treasury Bldg., 80 Calvert Street, Annapolis, Maryland 21401, 4th Floor Conference Room, on Thursday, April 7, 2016 at 1:00 p.m. Local Time. The name of each bidder, the bid, and such other information as is deemed appropriate shall be read aloud or otherwise made available.

1.14 Basis for Award

Pursuant to COMAR 21.05.02.13, the Office will make the award to the responsible and responsive bidder whose bid meets the requirements criteria set forth in the invitation for bids and who submitted the most favorable bid price determined by the Office to represent the lowest cost to the State.

SECTION II – SCOPE OF SERVICES AND REQUIREMENTS

2.01 Background

The STO is currently implementing a new check printer that uses cut sheet pressure seal checks. To meet the requirements of using pressure seal checks STO needs to procure a high volume pressure sealer and stacker.

2.02 Equipment Service and Maintenance Requirements

Bidders must submit a price quote for the following:

1. Equipment;
2. Service and maintenance of Equipment – 1st Year;
3. Service and maintenance of Equipment – Four (4) One (1)-year renewal option years.

Equipment Description

Quantity

FORMAX FD 2054 Pressure Sealer	1
Cabinet for FORMAX FD 2054	1
FORMAX FD V-Stack 36 Vertical Stacker	1
FORMAX V-Stack 36 Adjustable stand	1

Service and Maintenance of Equipment – 1st Year

Same to Next Day 1-Year Service Agreement - Service will occur during normal business hours and within 4 hours of service call (service call made before 12:00 p.m., service will be same day; service call after 12:00 p.m. will be next day). Service Agreement includes all non-consumable parts, labor and travel for 1 year after initial 90 day warranty period.

Bidder must include as part of the service of equipment, the initial set-up appointment, two preventive maintenance visits, and all emergency calls (except for drop ship items).

Service and Maintenance of Equipment – Four (4) One (1)-Year Renewal Options

Same to Next Day Renewal Option Year Service Agreement - Service will occur during normal business hours and within 4 hours of service call (service call made before 12:00 p.m., service will be same day; service call after 12:00 p.m. will be next day). Service Agreement includes all non-consumable parts, labor and travel for the renewal option(s) for 1 year.

Bidder must include as part of the service of equipment, two preventive maintenance visits, and all emergency calls (except for drop ship items).

Warranty

Bidder shall provide initial 90-day Manufacturer's Warranty. Bidder shall be responsible for coordinating warranty issues. Any warranty period for equipment and services will not commence until acceptance of the equipment or services. All defective items must be replaced at no additional costs. Bidder shall provide Warranty information and acknowledge its compliance in the transmittal letter.

2.03 Verification of Registration and Tax Payment

In order to do business with the State, a vendor must be registered with the Department of Assessment and Taxation. A Bidders failure to complete registration with the Department of Assessment and Taxation may disqualify an otherwise successful bidder from final consideration and recommendation for an award.

2.04 Bid Submission

Each bidder must submit by 1:00 p.m. Local Time on Thursday, April 7, 2016, a completed and signed price quote for all the equipment listed, service and maintenance described in Section 2.02 (above). The quote form must be signed by an individual authorized to bind the bidder to all terms and conditions of this IFB and the agreements contemplated hereunder.

This procurement is classified as a Category III Small Procurement (COMAR 21.05.07.), and may not exceed \$25,000 for the term of the Contract.

2.05 Selection

The award will be made to the qualified responsible bidder who submitted a bid determined by the STO to represent the most favorable bid price.

APPENDIX A

CONTRACT FOR PRESSURE SEALER AND STACKER

THIS CONTRACT (the "Contract"), is made as of the ___ day of _____, 2016 by and between _____ (the "Contractor"), and the **Maryland State Treasurer's Office**, 80 Calvert Street, Annapolis, Maryland 21401 (the "Office"), an office of the State of Maryland (the "State").

The Parties agree as follows:

Article I. Scope of Services

- 1.1 The Office hereby engages the Contractor to provide pressure sealer and stacker as described in the attached, which are incorporated herein:

Exhibit A: Maryland State Treasurer's Office Small Procurement for Pressure Sealer, #IT-03312016; and

Exhibit B: Contractor's Bid dated _____, 2016.

This Contract and the Exhibits shall constitute the scope of services provided under this Contract. If there are inconsistencies between this Contract and the Exhibits, the terms of this Contract shall control. If there are any conflicts among the Exhibits, Exhibit A shall control.

Article II. Term of Contract

- 2.1 The term of this Contract shall be for a period of one year of the 1-Year Maintenance Agreement.
- 2.2 In addition there shall be four (4) one (1)-year renewal options, which may be exercised at the sole discretion of the Treasurer or the Treasurer's designee.

Article III. Payment and Performance

- 3.1. The Office shall pay the Contractor the total cost as specified in the price quote submitted by the Contractor on _____.
- 3.2. All invoices for goods and services for the Office shall be submitted to:

Bryan Haynes
Director of Information Technology
Maryland State Treasurer's Office
Louis L. Goldstein Treasury Building
80 Calvert Street

Annapolis, Maryland 21401
Email: bhaynes@treasurer.state.md.us

- 3.3. Payments to the Contractor shall be made no later than 30 days after receipt by the Office of monthly invoices from the Contractor. The Contractor's Federal Tax Identification Number shall appear on invoices. The Contractor's Federal Tax Identification Number is _____. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited

Article IV. General Conditions

- 4.1. Compliance with Law. The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.
- 4.2. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
- 4.3. Maryland Law Prevails. The law of Maryland shall govern the interpretation and enforcement of this Contract.
- 4.4. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- 4.5. Changes. This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).
- 4.6. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- 4.7. Nondiscrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.
- 4.8. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of

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

4.9. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

4.10. Notices. All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

A. Anne Jewell, Procurement Officer
Maryland State Treasurer's Office
Louis L. Goldstein Treasury Building
80 Calvert Street
Annapolis, Maryland 21401
Email: procurement@treasurer.state.md.us

B. The Contractor

Signatures to Follow on Next Page

IN WITNESS WHEREOF, the parties have executed this Contract as of the date hereinabove set forth.

ATTEST:

(Contractor's Name)

By: _____

WITNESS:

**MARYLAND STATE TREASURER'S
OFFICE**

By: _____
Bernadette T. Benik
Chief Deputy Treasurer

Approved for form and legal sufficiency
for the Maryland State Treasurer's Office:

David P. Chaisson
Assistant Attorney General