

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
SMALL PROCUREMENT CONTRACT**

THIS CONTRACT (the "Contract"), is made as of the _____ day of _____, 20__ by and between the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE ("Department"), and _____ ("Contractor") whose principal office in Maryland is _____ and whose principal business address is _____.

The parties agree as follows:

1. Scope of Contract.

(a) The Contractor shall provide the following goods or services:

The selected Bidder shall install the equipment to make this system functional as stated below:

Training Room A:

- 10 ceiling speakers, VTC ploycom and auxiliary camera, 46" LCD monitor, 5" wall mounted touch panel, 2 ceiling microphones.
- DSP for teleconferencing applications, power conditioner, integrated master/NetLinx controller/ processor, 12 VDC 4.4A power supply, Crosspoint Ultra 128 12x8 Ultra-Wideband matrix switcher, 2 wireless receivers for headset microphones, 80w 3 channel amp, HDMI audio de-embedder
- Equipment that the State currently has id listed in Table 1 below.

Table 1. (Training Room A)			
Item Description	Manufacturer	Model #	Qty
VSX 8800 Presenter MP	Polycom	7200-22750-002	1
PowerCam Auxiliary Camera	Polycom	8200-51095-001	1
Camera Cable for Powercam Auxiliary Camera	Polycom	7230-21703-200	1
Camera Wall Mount	Vaddio	535-2000-219	2
46" 1080P Professional LCD Monitor	Sharp	PN-465U	1
DSP for Teleconferencing Applications	Biamp	Nexia TC	1
Rack Mounted Power Conditioner	Furman Sound	PL-PLUS II	1
Integrated Master/NetLinx Controller/Processor	AMX	NF-3100	1
Wall-Mounted 5" Color Touch Panel	AMX	NXD-CV5	1
12VDC, 4.4A Power Supply	AMX	PSN4.4	1
Ceiling Speaker w / Transformer	JBL	Control 26CT	10
CrossPoint Ultra 128 12x8 Ultra-Wideband Matrix Sw itcher	Extron	60-334-21	1
Equipment Rack/Rear Rack Rails/Caster Base	Middle Atlantic	Various	1

The scope of work or solicitation dated _____ is attached and incorporated by reference as Exhibit __. The Contractor's bid or proposal dated _____ is attached and incorporated by references as Exhibit ____. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

(b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

2. **Term of Contract.** The term of this Contract shall be for the period of _____, 20__ through _____, 20__.

3. **Compensation and Method of Payment.**

a. **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$25,000

b. **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

c. **Tax Identification Number.** The Contractor's Federal Tax Identification Number is _____. The Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

d. **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to the Procurement Officer. All invoices shall be submitted in triplicate no later than the 15th of the month for the preceding calendar month. (The invoice schedule may be adjusted to meet your particular needs. The 15th of the month billing cycle is fairly typical, but not required.) All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number

- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information can not be processed for payment until the Contractor provides the required information.

4. Contract Monitor. The Department designates _____ to serve as Contract Monitor for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Contract Monitor.

5. 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 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

6. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. 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 21.07.01.12(A)(2).

7. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department 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 rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. 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.

9. Non-Discrimination in Employment. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

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

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND
MENTAL HYGIENE

_____ (Seal)	_____
By:	By:
(Printed Name and Title)	(Printed Name and Title)
_____	_____
Date	Date

Attachments: Exhibit A: Scope of Work or Solicitation
Exhibit B: Bid or Proposal

Form Approved: 2/2012