

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

THIS CONTRACT (the "Contract"), is made as of the ___ day of _____ 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:

Scope of Work

- 1) The selected Offeror shall provide a work plan outlining the specific timeline of the development of all materials requested. The timeline shall include a final draft template by early January 2014.
- 2) Within five business days of award, the selected Offeror shall schedule in-person meeting with CTPC staff at DHMH Headquarters in Baltimore, MD. At this meeting a project timeline and production schedule shall be finalized.
- 3) Creative Design Components.
 - a) Design: The Contractor shall design and brand an outreach and educational toolkit, including print and electronic downloadable formats, utilizing content provided by the Department. After discussion, the Department and Contractor will determine the final format, but for planning purposes, at a minimum, toolkits shall have a glossy folder/binder with dividers, at least 12 (8.5" x 11") pages double-sided, with multi-color print on the cover, and 2-color print on internal documents. The Department will have final approval on the final toolkit design, and all developed materials shall be the property of and solely owned by the Department. The electronic format of the toolkit will be placed on existing Department run websites. The Contractor shall design the style complementary to the overall campaign creative themes. The Contractor shall provide the Department with a "camera-ready" format, as well as a downloadable electronic format, of the toolkits to be used for future printing and electronic posting by the Department.
 - b) Tool kit contents: The Offeror shall be responsible for assembling, printing, branding, and designing the following materials: 1. At least three fact sheets. CTPC will provide content that can be tweaked and branded, 2. A poster on QL services for pregnant women that may be

used as a theme for the toolkit promotion, 3. A flyer on CTPC's Fax To Assist program in which providers can fax refer patients to the QL, and other promotional items that the Offeror proposes to use. CTPC will provide a plastic Quitline wallet card and English and Spanish versions of the new QL brochures that shall be included in toolkits. These materials can be viewed at smokingstopshere.com.

c) Print: The Offeror shall print 1,000 toolkits including all of the materials. Once the materials are approved by CTPC and other governmental authorities, the selected Offeror shall also provide print files to the State printing agency, Maryland Correctional Enterprises, confirming that files are in the correct format and making any necessary tweaks if needed for re-printing purposes.

d) Distribute/Ship: CTPC shall only provide an excel file that will contain the contact information that the Offeror will need to ship materials. The Offeror is responsible for shipping all materials. This cost shall be included in proposal. CTPC would like the materials to be mailed in a manner that will get providers attention. Offerors shall propose creative ideas for shipping, like a sticker or decal that promotes the initiative. This cost shall also be included in proposal.

4) Final Product.

i) All design and production related fees must be included in the final bid price. Final products must be available for the perpetual use of the Department for future campaigns at no additional cost. If talent is used, all talent fees and other related costs must be bought out for the indefinite use by the Department. Signed contracts and proof of talent buy-out must be provided to the Department to keep on file. If stock photo and/or artwork are purchased, proof of buy-out must be provided to the Department to keep on file.

ii) The selected Offeror shall be responsible for all creative services necessary for production, including, but not limited to, design, typesetting, formatting and sizing of files, editing, photographic services, and purchase of stock photos and artwork.

iii) The selected Offeror shall provide all final products as "print ready" formats. All ads shall be packaged and sent in both high resolution PDF formats (300 dpi at full size or better) and their original file formats (I.e., InDesign, PhotoShop, Illustrator, etc.). Any vector based graphics shall be submitted in their original, editable file formats. The contractor shall provide a summary document outlining all of the specs (I.e., fonts, colors, etc.) used in the designs, so the Department may use the ads in the future. The selected Offeror shall provide all material files in a variety of electronic formats (I.e., JPEG, PDF, gif, tif, DVD copies, etc.) as deemed necessary by the Department.

iv) In order to approve all creative designs, the selected Offeror shall establish an electronic delivery/sharing system in a format to be determined upon award.

5) The selected Offeror shall provide a summary report at the conclusion of the contract detailing completion of deliverables, expenditures and any suggested next steps for utilizing the materials.

Ownership and Rights of Materials

Work produced as a result of this solicitation is and shall remain the sole property of the Department. The selected Offeror agrees that, at all times during the term of this contract and thereafter, the works created and services performed shall be “works made for hire” as that term is interpreted under the federal copyright law. All materials developed will remain the property of the State of Maryland.

Mandatory Requirements

This solicitation has been designated as a Small Business Reserve (SBR). You must be registered as an SBR in order to submit a proposal. Failure to supply your SBR number on the Bid Form will deem you as non-responsive.

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 Contract Monitor. All invoices shall be submitted in triplicate no later than the 15th of the month for the preceding calendar month. 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) Michael J. Trombetta, Procurement Officer
(Printed Name and Title)

Date Date

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

Form Approved: 2/2012