

**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:

Commodity Details

- We will not pay for overages. We will only pay for quantity indicated on the purchase order. If however, we receive less than the quantity on the purchase order, we will only pay for the lower quantity.

Delivery: Complete order must be delivered on or before **09/30/2013**.

Samples:

- A sample of the nursing cover will be requested from the lowest bidder. This sample will be evaluated to be certain that it meets the above specifications. Sample should be sent to Robert Bruce at the Maryland State WIC Program, Department of Health and Mental Hygiene, 201 W. Preston Street, Room 105A, Baltimore, MD 21201, Telephone # (410) 767-1449.

Color(s): May be solid or patterned. May not contain pictures of bottles, formula, pacifiers, or other symbols related to infant milk substitute feedings.

Size: The cover should be a rectangle of at least 32 inches by 22 inches. It must contain an adjustable neckline strap of the same material, measuring at least 20 inches. The top section of the cover must have a stiff band that allows mother to view baby during feedings.

Material: 100% cotton

Quantity: 5,000 Covers

Details:

- The nursing covers should be washable. Washing instructions should incorporate common, easily accessible, household products and equipment.
- The nursing cover fabric should be constructed of only 100% cotton material. The edge placed at the base of the mother's neck should be stiff, allowing for mother to have a view of her baby while nursing.
- Each nursing cover should be packaged individually in a sealed packet. Each individual packet must include company name and laundering instructions.
- We will not pay for overages. We will only pay for quantity indicated on the purchase order. If however, we receive less than the quantity on the purchase order, we will only pay for the lower quantity.

Delivery: Complete order must be delivered on or before **09/30/2013**.

Samples:

- A sample of the toothbrush imprinted with a logo of any type will be requested from the lowest bidder. This sample will be evaluated to be certain that it meets the above specifications. Sample should be sent to Robert Bruce at the Maryland State WIC Program, Department of Health and Mental Hygiene, 201 W. Preston Street, Room 105A, Baltimore, MD 21201, Telephone # (410) 767-1449.
- Blueline proofs with the imprints must be provided by the awarded vendor prior to production for approval. Please send to Robert Bruce at the Maryland State WIC Program, Department of Health and Mental Hygiene, 201 W. Preston Street, Room 105A, Baltimore, MD 21201, Telephone # (410) 767-1449.

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) (Printed Name and Title)

Date Date

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

Form Approved: 2/2012