

**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.

The selected offeror shall:

- A. Recommend to the Department a media strategy which will promote the uptake of HPV vaccination during peak programming hours/viewership times and with television media venues while also maximizing the number of times the HPV vaccination message may be relayed to the offeror's audience. The vendor must use television media.
- B. Utilizing the pre-recorded HPV vaccination TV PSAs that will be provided, the offeror will develop appropriate HPV vaccination messaging spots for the television messages to include any required logos or tags or disclaimers as needed. The CCPC will provide the CCPC and the Department's logo and other mandatory tags or disclaimers to the selected vendor. All produced messages/ advertisements will be the property of DHMH. The offeror must supply DHMH with electronic copies, in a format usable to DHMH, of all messages/advertisements produced.
- C. All messages must be approved by DHMH prior to placement/airing.
- D. Provide a work plan outlining the sponsorship opportunity that includes a specific timeline of placement of the HPV vaccination messaging. Offeror must be able to deliver a completed media schedule within five days of contract award to allow for review and approval by the Department. If necessary, offeror shall make edits at the Department's request.
- E. Provide a schedule including days and times of where and when the HPV vaccination messaging would air/appear on the given medium, focusing on times of peak programming/viewership.
- F. Provide at least one value added component (community event, news story, etc.) in which the HPV Vaccination messaging can be promoted.
- G. Provide summary report providing details of the contract deliverables, including final air times and number of impressions during the promotion time period; any deviations, modifications, and/or 'make goods' from the original placement schedule and work plan; reach

and frequency data; and description of added value components, due no later than July 14, 2014. All cost associated for producing and placing spots will be at the expense of the Offeror.

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. All related fees must be included in the final proposal 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. The selected Offeror shall provide all material files in a variety of electronic formats as deemed necessary by the Department. 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. 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

