

**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 \_\_\_\_\_.

(Please note that this template provides to you the clauses that are necessary for all small procurements. Your particular procurement may need additional clauses or provisions, such as those that are typically found in the standard solicitation templates and contracts (e.g., security provisions, rights in records, intellectual property, designation of the contract monitor, etc.)

The parties agree as follows:

**1. Scope of Contract.**

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

(Insert Contract Specifications here. Any product or service deliverables, milestones, or deadlines must be identified. The specifications must clearly articulate what the State will be purchasing via this contract. Readers should understand exactly what the State is buying. The specifications need to be clearly written so that payment can be made appropriately, work (un)performed can be identified, and the contractual rights of the State can be enforced. If there is a written scope of work/solicitation, you can refer to it here.)

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 (Insert the appropriate dollar amount for this Contract. The amount may not exceed \$25,000 annually for small procurements.)

**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. Procurement Officer.** The Department designates \_\_\_\_\_ to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

**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:  
(Printed Name and Title)

\_\_\_\_\_  
By:  
(Printed Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Form Approved: 2/2012