

Exhibit 4. Sample Short-form Contract for Small Procurements (\$100,000 or Less)
Small Procurement Procedures (COMAR 21.05.07)

State of Maryland

<<Issuing Agency Name>>

<<Name of Contractor>>

<<Office of Division>>

<<Contractor's Principal Business Address>>

<<Agency Address>>

CONTRACT NO.: (PO/BPO/Quote or any other contractual identifier here)

CONTRACT DESCRIPTION:

(Brief description of contract)

CONTRACT AMOUNT:

(Write out the exact amount in words) (Write out the exact amount in numbers)

CONTRACT START DATE:

CONTRACT END DATE:

THIS CONTRACT (the "Contract") is entered into and effective on the Contract Start Date stated above by and between the State of Maryland, acting through the <<Issuing Agency Name>>, and <<Name of Contractor>> ("Contractor"). The parties hereto for the consideration herein mentioned do mutually agree as follows:

STATEMENT OF WORK: The Contractor shall furnish all labor, equipment, and materials and perform the work above described under Contract Description and for the Contract Amount stated above, in strict accordance with the conditions, affidavits, and proposals either contained herein or attached hereto and in strict accordance with the specifications; unit price schedules, if applicable; drawings; and Contractor's proposal, all of which are incorporated into this Contract and subject to the Terms and Conditions stated below.

TERMS AND CONDITIONS:

- (1) **Termination for Non-appropriation.** 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.
- (2) **Maryland Law Prevails.** The law of Maryland shall govern the interpretation and enforcement of this Contract.
- (3) **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. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- (4) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).
- (5) **Termination for Default.** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State 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 determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- (6) **Nondiscrimination.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.
- (7) **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, or partners nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other

subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

(8) **Termination for Convenience**. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall 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 the termination of the Contract. However, the Contractor may not be reimbursed for anticipatory profits not earned up to the termination date. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

(9) **Prompt Pay Requirements**.

(a) This Contract and all subcontracts issued under this Contract at any tier are subject to the provisions of State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08. In Section (9)(a)—(d) of this provision, the terms “undisputed amount,” “prime contractor,” “contractor,” “subcontractor,” and “supplier” have the meanings stated in COMAR 21.10.08.01.

(b) The Contractor shall promptly pay its subcontractors and suppliers an undisputed amount to which a subcontractor or supplier is entitled for work performed under this Contract within 10 days after the Contractor receives a progress payment or final payment for work under this Contract.

(c) If the Contractor fails to make payment within the period prescribed in Section (9)(b) of this provision, a subcontractor or supplier may request a remedy in accordance with COMAR 21.10.08.

(d) The Contractor shall include in its subcontracts at any tier for work under this Contract wording that incorporates the provisions, duties, and obligations of Section (9)(a)—(d) of this provision, State Finance and Procurement Article, §15-226, Annotated Code of Maryland, and COMAR 21.10.08.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth herein.

WITNESS/ATTEST:

(Witness for Contractor)

FOR <>Name of Contractor>>

By:

Authorized Signature / Date

<>Contractor Signature Name>>

Name Typed

<>Contractor Signature Title>>

Title

<>Contractor FEIN or S.S.N.>>

Federal Employer Identification Number
(FEIN) or S.S.N.

FOR THE STATE OF MARYLAND
<>Issuing Agency Name>>

Authorized Signature / Date
<>Agency Signature Name>>

Name Typed

<>Agency Signature Title>>

Title

This contract form has been approved for form and legal sufficiency by an Assistant Attorney General for the Maryland Department of General Services (“DGS”), pursuant to COMAR 21.03.02.02. If non-DGS personnel are using this form, they are advised to seek approval from the assigned Assistant Attorney General for the Issuing Agency.