

**SALISBURY UNIVERSITY  
SIMPLIFIED PROCUREMENT CONTRACT**

**This contract**, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **SALISBURY UNIVERSITY** (hereinafter the "University"), Salisbury, Maryland, and (hereinafter the "Contractor"), whose address is \_\_\_\_\_, the parties hereby agree as follows:

1. **Scope of Contract.** \_\_\_\_\_  
\_\_\_\_\_
2. **Contract Term.** The term of this contract shall begin on \_\_\_\_\_ and terminate on \_\_\_\_\_.
3. **Compensation and Payment.**
  - (a) The Contractor's Federal Tax Identification Number is \_\_\_\_\_ unless he is acting as an individual, in which case his Social Security Number is \_\_\_\_\_.
  - (b) As compensation for satisfactory performance of the work described in Paragraph 1 above, the University will pay the Contractor upon conclusion of the performance the sum of \_\_\_\_\_.
4. **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, the State shall have the right to terminate this Contract and the Contractor is not entitled to recover any costs not incurred before termination.
5. **Maryland Law Prevails.** The provisions of this contract shall be governed by the laws of Maryland.
6. **Disputes.** This contract shall be subject to University System of Maryland Procurement Policy and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.
7. **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).
8. **Termination for Default.** When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the University. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor 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 University System of Maryland Procurement Policy and Procedures.
9. **Non-Discrimination in Employment.** The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the

performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

10. **Anti-Bribery.** The Contractor warrants that neither it; nor any of its officers, directors, or partners; nor any of its employees who are directly involved in obtaining contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.
11. **Termination for Convenience.** The University 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. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the University System of Maryland Procurement Policy and Procedures.
12. **Procurement Officer.** The procurement officer designated for this agreement is John E. Spence; this designation may be changed at any time by the University by written notice to the Contractor.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

	_____ CONTRACTOR NAME
	By _____ CONTRACTOR SIGNATURE
	_____ CONTRACTOR TITLE
	SALISBURY UNIVERSITY
	By _____ SIGNATURE (AGENCY HEAD OR DESIGNEE)
	_____ TITLE

  

_____ WITNESS	
_____ WITNESS	