

**OFFICE OF STATE PROCUREMENT (OSP)**

**DEPARTMENT OF GENERAL SERVICES**

**SOLE SOURCE PROCUREMENT**

**SPECIFICATIONS**

**[Insert Requisition Number] [\*\*\*\*\*\*\*\*]**

**[Insert Title /Description of Project]**

**for**

**[Insert Name of Requesting Department /Agency]**

**STATE OF MARYLAND**

**DEPARTMENT OF GENERAL SERVICES**

**SOLE SOURCE KEY INFORMATION SUMMARY SHEET**

**Requisition Number: (Requisition Number)**

**Commodity: [Indicate Title/ Description of commodity]**

**Solicitation Type: [Indicate “Indefinite Delivery Indefinite Quantity”, or “One-Time Purchase”, etc.]**

**Selected Sole Source Vendor:** **[Indicate vendor’s company name]**

Address:

City, State, Zip:

**Phone:**

**e-mail:**

**Agency Procurement Officer: (name of Procurement Officer)**

**(Contact information of Procurement Officer)**

**(Address)**

**Phone:**

**e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agency Contract Monitor: (name of Procurement Officer)**

**(Contact information of Procurement Officer)**

**(Address)**

**Phone:**

**e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Term of Contract: (Month/Date/Year) through (Month/Date/Year)**

**Options: (Yes) [indicate number and term of options] or (No)**

**Estimated Amount of Award: (Indicate $\_\_\_\_\_\_\_\_)**

**Is the selected vendor an MBE? (Yes or No)**

**SECTION C**

**SOLE SOURCE SPECIFICATIONS**

**[INSERT TITLE/ DESCRIPTION OF THE SOLE SOURCE PROJECT]**

**[INSERT NAME OF REQUESTING DEPARTMENT /AGENCY]**

[Insert Contract Specifications into the document here to detail the minimum requirements. This is the most important section of the sole source request, and the “meat” of the procurement. Any product or service deliverables, milestones, or deadlines must be identified here, including reports specific to the Scope of Work requirements. The specifications must clearly articulate what the State’s requirements are and readers should understand exactly what the State intends to procure.

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. Use the term “Contractor,” not “Bidder/Offeror,” throughout this Section as these are Contractual requirements.

State your requirements in an outline format that is organized logically with proper headings for each main section (ex. Quantity; Delivery; etc.), using proper outline formatting with tabs to differentiate subsections. See formatting example below:]

1. **General Requirements**
2. **Product Specification**
3. **License Requirements**
4. **Quality Clause**
5. **Open Market Clause**
6. **Minimum / maximum Order**
7. **Order Procedure**
8. **Delivery**
   1. Locations

**Maryland’s Green Purchasing Reporting Requirements**

[[Keep this section if this Contract might include environmentally preferred products and services. Delete this clause if inapplicable.]]

The State of Maryland reserves the right to request from the Contractor quarterly sales data over the life of this contract. This information must include details about the recycled content, third-party sustainability certifications, and other environmental attributes of products and services sold on this price agreement per the contract specifications.

This information will enable Maryland State agencies to comply with Article §14–405 of the Annotated Code of Maryland and COMAR 21.13.01.14, effective October 1, 2014, which requires Maryland state agencies to report to the Department of General Services on their procurement of environmentally preferable products and services.

To facilitate consistent reporting on targeted contracts, the Contractor will be provided with a VENDOR GREEN SALES REPORT template by the Maryland Department of General Services.

**MANDATORY AFFIDAVITS**

**AND**

**ATTACHMENTS**

**Vendor must sign and return to the procurement officer the following forms:**

**SECTION B –**

**TERMS AND CONDITION**

See below within the Specification for this document.

**ATTACHMENT C**

**COMAR 21.05.08.07**

**Bid/Proposal Affidavit**

Click link to download a fillable copy of the ***Bid/Proposal Affidavit:*** <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf>

**ATTACHMENT H**

**COMAR 21.05.08.08**

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

Click link to download a fillable copy of the ***Conflict of Interest Affidavit And Disclosure:*** <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

**ATTACHMENT K**

**COMAR 21.05.08.09**

**MERCURY AFFIDAVIT**

Click link to download a fillable copy of the ***Mercury Affidavit:*** <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>.

**ATTACHMENT N**

**COMAR 21.07.01.25**

**Contract Affidavit**

Click link to download a fillable copy of the ***Contract Affidavit*:** <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

**ATTACHMENT S**

**VENDOR COMPANY PROFILE**

See form below within the Detailed Specification

**SECTION B**

**TERMS AND CONDITIONS**

1. **INCORPORATION BY REFERENCE:**

All terms and conditions of the solicitation and amendments thereto are made a part of this Contract.

1. **TAX EXEMPTION:**

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

1. **SPECIFICATIONS:**

All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this sole source document.

1. **DELIVERY AND ACCEPTANCE:**

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor’s control. The State unilaterally may order in writing the suspension, delay or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

1. **NON-HIRING OF EMPLOYEES:**

No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

1. **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 conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1. **FINANCIAL DISCLOSURE:**

The Contractor shall comply with the provisions of Section13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, $200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

1. **POLITICAL CONTRIBUTION DISCLOSURE:**

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: <http://www.elections.state.md.us/campaign_finance/index.html>.

1. **ANTIBRIBERY:**

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 or performing 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.

1. **REGISTRATION:**

Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at the State Office Building, Room 803, 301 West Preston St., Baltimore, Maryland 21201. Before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. The website for the SDAT is https://www.egov.maryland.gov/businessexpress, e-mail address is [**charterhelp@dat.state.md.us**](mailto:charterhelp@dat.state.md.us), and phone numbers for the State Department of Assessments and Taxation are: (**410) 767-1340 or (888) 246-5941**.

1. **CONTINGENT FEES:**

The Contractor warrants that it has not employed or retained any person, partnership, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

1. **EPA COMPLIANCE:**

Materials, supplies, equipment, or other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

1. **OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):**

All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

1. **TERMINATION FOR CONVENIENCE:**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. 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 shall not be reimbursed for any anticipatory profits that 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 21.07.01.12A (2).

1. **TERMINATION FOR CAUSE (DEFAULT):**

When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. 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 COMAR 21.07.01.11B.

1. **DISPUTES, NO ELECTRONIC PROTESTS, NOTICES OF CLAIM, OR CLAIMS:**

Any protest or dispute related, respectively, to this Contract shall be subject to the provisions of Title 15, Subtitle 2 of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR.21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer’s decision.

In accordance with COMAR 21.10.02.02 the Department will accept protests, notices of claim, or claims by electronic means. These documents will be accepted by any electronic means (including by facsimile or email).

1. **INTELLECTUAL PROPERTY:**

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

1. **MARYLAND LAW PREVAILS:**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

1. **CONTRACTOR’S INVOICES:**

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number or its Social Security number. The Social Security number is used for individuals and sole proprietors. The Federal Employer Identification Number will be used for all other types of organizations.

1. **PAYMENT OF STATE OBLIGATIONS:**

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.

Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over $200,000 for which payments are made through the State Comptroller. Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption. By submitting a response to this solicitation, the Bidder or Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. After award of a contract, the selected Bidder or offeror shall register with the Comptroller of Maryland using the forms required by the Comptroller. For further information go to:

<http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf>.

Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

1. **PRE-EXISTING REGULATIONS:**

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

1. **INDEMNIFICATION:**

22.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys’ fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

22.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State’s employees.

22.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

22.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

22.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor’s performance under this Contract.

22.6 This Section 23 shall survive termination of this Contract.

1. **DRUG AND ALCOHOL-FREE WORKPLACE:**

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this purchase order.

1. **RETENTION OF RECORDS:**

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times*. COMAR 21.07.01.21.*

1. **COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that:

1. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
3. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
5. **COST AND PRICE CERTIFICATION:**

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

1. A negotiated contract, if the total contract price is expected to exceed $100,000, or smaller amount set by the procurement officer; or
2. . A change order or contract modification, expected to exceed $100,000, or smaller amount set by the procurement officer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information, which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

1. **BID / PROPOSAL AFFIDAVIT:**

Each Bidder or offeror shall execute and attach to the bid or proposal the affidavit included with this solicitation.

1. **CONTRACT AFFIDAVIT:**

The successful Bidder or Offeror shall execute and deliver to the Procurement Officer prior to the award of the contract the Contract Affidavit included with this solicitation. (The Affidavit also can be found at COMAR 21.07.01.25).

1. **PUBLIC INFORMATION ACT NOTICE:**

Contractor should give specific attention to the identification of those portions of its bid that it deems to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 4 of the General Provisions Article, Annotated Code of Maryland.

1. **BPO/PO AS CONTRACT:**

The Blanket Purchase Order (BPO) / Purchase Order (PO) issued as a result of the award, and any subsequent, modifications or options issued relevant to the specification or BPO/PO, complies with all the terms, conditions and specifications issued with the purchase and is incorporated in and made part of the Contract. Upon execution of the Contract the Procurement Officer may issue a Blanket Purchase Order (BPO), in a form to be determined by the State.

1. **RETURNED GOODS**:

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor’s failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.

1. **DELAYS AND EXTENSIONS OF TIME**

​The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or Sellers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or Sellers.

1. **PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY**

All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.

1. **NON-AVAILABILITY OF FUNDING**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s or the Contractor’s rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

1. **SUSPENSION OF WORK**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

1. **USE OF ESTIMATED QUANTITIES (IF APPLICABLE)**

Unless specifically indicated otherwise in the State’s solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Agency named in this contract does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

1. **RISK OF LOSS - TRANSFER OF TITLE**

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

|  |  |
| --- | --- |
| **CONTRACTOR**  **(Enter the contractor’s company name)** | **STATE OF MARYLAND**  **THE MARYLAND DEPARTMENT OF HEALTH** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Seal) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **By** | **By** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Printed Name and Title) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Printed Name and Title) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Signature and Date** | **Signature and Date** |

**ATTACHMENT S**

**VENDOR COMPANY PROFILE**

**Requisition #:** **Title:**

**PLEASE PRINT OR TYPE LEGIBLY AND RETURN TO THE PROCUREMENT OFFICER**

**References**

**Please complete Reference information for Sections 1, 2, and 3. Note:** *For each Reference listed, all fields should be complete. If no references, indicate ‘None’ in the appropriate Section.*

**Customer Service Contact Information**

The name of Vendor’s representative to be contacted for information, service, or problem-solving that may be required by the end user of the contract.

**Name of Sole Source Entity:**

**Name of Representative:**

**Company Address:**

**City: State: Zip Code:**

**E-Mail:**

**Phone Number:**

**Years in Business: Federal ID:**

**Type of Organization *(i.e., Corporation, Partnership, Individual, Joint Venture)*:**

**Former names under which your organization has operated:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Section 1:** List contract awards to your Company by the State of Maryland within the last three (3) years and provide the information requested for each column.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract/Project**  **Name** | **Contract**  **Number** | **Agency**  **Name** | **Agency**  **Representative** | **Contact**  **Information**  **(Phone & E-Mail)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Section 2:** List other contracts of similar size and scope performed within the last three (3) years and provide the information requested for each column.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract/Project**  **Name** | **Contract**  **Duration** | **Client**  **Name** | **Client**  **Representative** | **Contact**  **Information**  **(Phone & E-Mail)** |
|  |  |  |  |  |
|  |  |  |  |  |
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**Section 3:** Provide a list of contracts terminated for cause prior to their natural expiration date during the last three (3) years and provide the information requested in each column.

|  |  |  |  |
| --- | --- | --- | --- |
| **Client**  **Name** | **Contact**  **Name** | **Contact**  **Information**  **(Phone & E-Mail)** | **Reason for**  **Termination** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |