



**STATE OF MARYLAND
ADMINISTRATIVE OFFICE OF THE COURTS
PROCUREMENT, CONTRACT AND GRANT ADMINISTRATION
187 HARRY S. TRUMAN PARKWAY
ANNAPOLIS, MD 21401**

SMALL PROCUREMENT

FOR

Hybrid or Electric Sedan

Solicitation No. K22-0098-25

The sole point of contact for this solicitation is the Procurement Officer. Offerors are specifically directed NOT to contact any other Maryland Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this Small Procurement at any time prior to any award and issuance of a Purchase Order. Unauthorized contact with any Maryland Judiciary personnel or the Maryland Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE) are encouraged to respond to this Small Procurement.

KEY INFORMATION SUMMARY SHEET

Small Procurement

Hybrid or Electric Sedan

Solicitation No. K22-0098-25

Issue Date: June 7, 2022

Issuing Office: Procurement, Contract and Grant Administration

Procurement Officer: Victoria Nellis
Maryland Judiciary, Administrative Office of the Courts
Department of Procurement, Contract and Grant Administration
187 Harry S. Truman Parkway
Annapolis, MD 21401
410-260-1263
Victoria.Nellis@mdcourts.gov

Proposal Submission: Submit via e-mail as an attachment by the bid closing date and time to the Procurement Officer e-mail address indicated on this Key Information Summary Sheet. The solicitation name and number shall appear in the subject line of the email as well as the Offeror name. Any email attachment, or cumulative email attachments, at or exceeding 25MB in size will not be accepted by the Judiciary e-mail system. Offerors are permitted to separate e-mail attachments into multiple, clearly labeled, e-mails.

Deadline for Questions: June 10, 2022 at 4:30 PM EST

Closing Date & Time: June 16, 2022 at 4:30 PM EST

Purchase Order Term: The Purchase Order term will be from the date of Purchase Order issuance until project completion, or 06/30/2023, whichever is sooner.



TABLE OF CONTENTS

SECTION I. GENERAL INFORMATION..... 4
A. SUMMARY STATEMENT 4
B. ABBREVIATIONS AND DEFINITIONS 4
C. PROCUREMENT OFFICER 4
D. CONTRACT MANAGER..... 5
E. DURATION OF OFFER 5
F. REVISIONS TO THE SMALL PROCUREMENT 5
G. CANCELLATIONS 5
H. PROTESTS/DISPUTES 5
I. MULTIPLE OR ALTERNATE PROPOSALS 5
J. ARREARAGES 5
K. FALSE STATEMENTS 5
L. PRESS RELEASES 6
M. PAYMENTS TO SUCCESSFUL OFFEROR..... 6
N. NON-DISCLOSURE AGREEMENT 6
O. DAMAGE TO STATE AND PERSONAL PROPERTY..... 6
P. OFFEROR SECURITY REQUIREMENTS 6

SECTION II. INSTRUCTIONS TO OFFERORS..... 7
A. PURCHASE ORDER TYPE 7
B. PROCUREMENT METHOD..... 7
C. AWARD BASIS 7
D. QUESTIONS 7
E. PROPOSAL CLOSING DATE & TIME 7
F. INCURRED EXPENSES 7
G. ECONOMY OF PREPARATION..... 7
H. PUBLIC ACCESS TO JUDICIAL RECORDS..... 7
I. OFFEROR RESPONSIBILITIES 8
J. ACCEPTANCE OF TERMS & CONDITIONS 8
K. ACCEPTANCE OF SERVICES 8
L. DIVERSITY & OUTREACH PROGRAMS..... 9

SECTION III. SCOPE OF WORK 10
A. SUMMARY..... 10
B. SCOPE OF WORK..... 10

SECTION IV. PROPOSAL FORMAT 11
A. PROPOSAL SUBMITTALS 11

SECTION V. EVALUATION PROCEDURE..... 12
A. EVALUATION COMMITTEE..... 12
B. PROPOSAL CRITERIA..... 12
C. SELECTION PROCEDURES..... 12

ATTACHMENTS

- Attachment E – Bid/Price Proposal Form
- Attachment F – Non-Disclosure Agreement Sample
- Attachment H – Addenda Acknowledgement Form
- Attachment K – Standard Terms and Conditions for Small Procurements



SECTION I. GENERAL INFORMATION

A. SUMMARY STATEMENT

The Administrative Office of the Courts (AOC) issues this Small Procurement to acquire a new hybrid or electric sedan.

B. ABBREVIATIONS AND DEFINITIONS

For the purpose of this Small Procurement, the following abbreviations or terms have the meanings indicated below:

1. AOC – Administrative Office of the Courts
2. Contract Manager – The AOC representative that serves as the technical manager for the resulting Purchase Order. The Contract Manager monitors the daily activities of the Purchase Order and provides technical guidance to the Successful Offeror.
3. Diversity & Outreach Programs – Judiciary Program established to encourage and increase participation in Judiciary procurement by underrepresented or disadvantaged groups. The Program includes Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).
4. eMMA – eMaryland Marketplace Advantage online procurement platform used to connect the vendor community with contracting opportunities from with the state, county, and local government entities.
5. Extraordinary Personal Event – Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or, other circumstances that in the sole discretion of the AOC warrant an extended leave of absence such as extended jury duty, or extended military services that precludes the individual from performing their job duties under the contract.
6. Local Time – Time in the Eastern Standard Time Zone.
7. MBE – Minority Business Enterprise means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is at least 51 percent owned and controlled by one or more individuals who are in a minority group (African American, Native American, Hispanic, women, or the physically or mentally disabled) that is socially and economically disadvantaged, and managed and operated by one or more of the socially and economically disadvantaged individuals who own it, and is so certified by the Maryland Department of Transportation.
8. Offeror – An entity that submits a proposal in response to this solicitation.
9. Procurement Officer – The AOC representative responsible for this solicitation, for the determination of Purchase Order scope issues, and the only AOC representative who can authorize changes to the Purchase Order.
10. Purchase Order – written document issued to a Successful Offeror formalizing the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule and terms of payment.
11. Small Procurement – The use of the procedures set forth in the Procurement Procedures Manual to obtain items reasonably expected by the Procurement Officer to cost \$50,000 or less.
12. Successful Offeror – The awarded Offeror.
13. VSBE - Veteran-owned Small Business Enterprise means any legal entity that meets the requirements set by the United States Small Business Administration, that is organized to engage in commercial transactions, and is at least 51 percent owned and controlled by one or more individuals who are Veterans, and who manage the operations of the business, and is so designated in eMMA.

C. PROCUREMENT OFFICER

The sole point of contact in the AOC for purposes of this Small Procurement is the Procurement Officer noted on the Key Information Summary Sheet. The AOC may change the Procurement Officer at any time by written notice to the Offeror. Only information communicated by the Procurement Officer shall be deemed the official position of the AOC. No other State of Maryland or AOC employee, official, or representative has the authority to change the requirements of this solicitation. Attempts by the Offeror to contact members



of the evaluation committee, or otherwise circumvent this procedure in any manner may be grounds for disqualification.

D. CONTRACT MANAGER

The Contract Manager for post-award activities will be disclosed to the Successful Offeror. The AOC may change the Contract Manager at any time by written notice to the Successful Offeror.

E. DURATION OF OFFER

Proposals submitted in response to this Small Procurement are irrevocable for 90 days following: (1) the closing date of proposals, (2) Best and Final Offers (BAFOs), if requested, or (3) the resolution date of any protest concerning this Small Procurement. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

F. REVISIONS TO THE SMALL PROCUREMENT

1. The AOC reserves the right to amend this Small Procurement at any time prior to the proposal closing date and time. If the Small Procurement is revised prior to the proposal closing date and time, the AOC shall post any addenda to the Small Procurement on the AOCs Procurement webpage, e Maryland Marketplace Advantage (eMMA), and shall attempt to provide such addenda to all prospective Offerors that received the Small Procurement, or are otherwise known by the Procurement Officers to have obtained this Small Procurement. It remains the responsibility of all prospective Offerors to review the AOCs Procurement webpage, and eMMA for any addenda issued prior to the submission of proposals.
2. If one (1) or more addenda are issued to this Small Procurement, Offerors shall acknowledge receipt of each on the Addenda Acknowledgment Form (Attachment H). Offerors shall identify each responsive addendum by number and date, sign the form, and enclose it with the proposal. Addenda issued after the closing date and time for proposals will be sent only to those Offerors who submitted a timely proposal.
3. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, clarifications, or corrections set forth in the addendum, and may cause the proposal to be deemed not reasonably susceptible of being selected for award.

G. CANCELLATIONS

The AOC reserves the right to cancel this Small Procurement; accept or reject any and all proposals, in whole or in part, received in response to this Small Procurement; or, waive or permit cure of minor irregularities' and conduct discussions with all Offerors in any manner necessary to serve the best interests of the AOC. The AOC also reserves the right, in its sole discretion, to award a Purchase Order based upon the written proposals received without prior discussions or negotiations.

H. PROTESTS/DISPUTES

Any protest or dispute related to this solicitation or the resulting Purchase Order shall be subject to the provisions of the Judicial Branch Procurement Policy.

I. MULTIPLE OR ALTERNATE PROPOSALS

Neither multiple nor alternate proposals will be accepted.

J. ARREARAGES

By submitting a proposal in response to this Small Procurement, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Purchase Order, if selected for Purchase Order award.

K. FALSE STATEMENTS



Offerors are advised that in connection with a procurement Purchase Order, a person may not willfully: Falsify, conceal or suppress a material fact by any scheme or device; make a false or fraudulent statement or representation of a material fact; use a false writing or document that contains a false or fraudulent statement or entry of a material fact; or, aid or conspire with another person to commit any of the aforementioned acts.

L. PRESS RELEASES

The Successful Offeror shall issue no press release to any publication, including newspapers and social media outlets, regarding work being conducted under the resulting Purchase Order from this Small Procurement without prior written consent from the AOC.

M. PAYMENTS TO SUCCESSFUL OFFEROR

1. By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. 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. The COT/GAC X-10 form can be downloaded at:

<https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

2. Payments to the Successful Offeror shall be made not later than thirty (30) days after the acceptance of deliverables, and receipt of a proper invoice from the Offeror. Any charges of interest or the like for late payment are prohibited.

N. NON-DISCLOSURE AGREEMENT

All Offerors are advised that if a Purchase Order is awarded as a result of this Small Procurement, the Successful Offeror may be required to complete a Non-Disclosure Agreement. A sample of this Agreement is included for informational purposes as Attachment F of this Small Procurement.

O. DAMAGE TO STATE AND PERSONAL PROPERTY

1. The Offeror, their employees, subcontractors and agents shall be held directly responsible to repair, replace or restore to its original condition, to the satisfaction of the AOC, curbs, roadway surfaces, wheel stops, shrubbery, trees, buildings, bollards, gates, light pole, sign poles or any other State-owned property which is damaged by the actions of the above-mentioned representatives.

2. The Offeror, their employees, subcontractors and agents shall be held directly responsible for any damage caused by their action or inaction to privately-owned property and shall hold the State of Maryland harmless for such damages.

P. OFFEROR SECURITY REQUIREMENTS

1. The Successful Offeror, and all Successful Offeror personnel and subcontractor personnel assigned to the Purchase Order, must comply with all applicable federal and state laws, regulations, policies, and AOC policies and procedures for the duration of the Purchase Order.

2. The Successful Offeror must comply with the Judicial Information Systems (JIS) Information Security Policy. The Information Security Policy closely aligns with guidelines published by the National Institute of Standards and Technology. The Information Security Policy is available online at: <http://www.mdcourts.gov/procurement/index.html>.

3. The AOC reserves the right to monitor all applicable computer and electronic equipment usage for compliance with its policies.

END OF SECTION I.



SECTION II. INSTRUCTIONS TO OFFERORS

A. PURCHASE ORDER TYPE

The Purchase Order that results from this Small Procurement shall be based on Fixed Price.

B. PROCUREMENT METHOD

The Purchase Order resulting from this Small Procurement shall be awarded in accordance with the Small Procurement process under the Judicial Branch Procurement Policy.

C. AWARD BASIS

A Purchase Order shall be awarded to the responsible Offeror(s) submitting the proposal that has been determined to be the most advantageous to the AOC, considering price and evaluation factors set forth in this Small Procurement, for providing the specified goods and/or services. The AOC intends to make a single award under this Small Procurement.

D. QUESTIONS

1. Offerors shall direct all communication regarding this Small Procurement to the Procurement Officer. Submit questions to the Procurement Officer, by email, no later than the date indicated on the Key Information Summary Sheet.
2. The Procurement Officer, based on the availability of time to research and communicate, shall answer questions at their discretion prior to the proposal closing date and time.
3. Answers to all substantive questions that are not clearly specific only to one (1) Offeror will be answered via Addenda and will be furnished to all potential Offerors known to have received the Small Procurement as posted on the AOC procurement website and posted on eMMA.
4. The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the AOC unless issued in writing as an addendum.

E. PROPOSAL CLOSING DATE & TIME

1. Proposals must be received not later than the date and time indicated on the Key Information Summary Sheet. Proposals received after the closing date and time listed in the Key Information Summary Sheet will not be considered.
2. Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the date and time set forth in the Key Information Summary Sheet for receipt of proposals.

F. INCURRED EXPENSES

The AOC will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this Small Procurement.

G. ECONOMY OF PREPARATION

Proposals shall be prepared simply and economically providing a straightforward, concise description of the Offeror's ability to meet the requirements of this Small Procurement.

H. PUBLIC ACCESS TO JUDICIAL RECORDS

1. An Offeror shall specifically identify those portions of its proposal that it considers confidential, proprietary commercial information, or trade secret, and provide justification why such materials, upon request, shall not be disclosed by the AOC under Title 16, Chapter 900 of the Maryland Rules.



2. The inspection of Judiciary procurement documents shall be governed exclusively by the Judicial Branch Procurement Policy. Procurement documents are presumed to be open to the public for inspection, except as otherwise provided by the Judicial Branch Procurement Policy.

I. OFFEROR RESPONSIBILITIES

1. Offerors shall be responsible for all goods and/or services and requirements set forth in this Small Procurement including the Purchase Order performance of any subcontractor participation.
2. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) shall be identified as provided in the appropriate MBE/VSBE forms attached to this Small Procurement.
3. If an Offeror that seeks to perform or provide the services required by this Small Procurement is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization consents to the terms of the Small Procurement and will guarantee the performance of the subsidiary.
4. A parental guarantee of the performance of the Offeror under this section will not automatically result in crediting the Offeror with the experience or qualification of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. The Offeror will be evaluated on the extent to which the AOC determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Purchase Order, and the value of the parent's participation as determined by the AOC.
5. The Successful Offeror will be required to follow all current Judiciary protocols referencing pandemic flu or other infectious diseases including, but not limited to, proof of vaccination, producing negative COVID tests, completing/passing an initial screening questionnaire, non-contact temperature taking, the wearing of personal protective equipment (e.g., face mask), and practicing appropriate social distancing. Failure to comply with any of the Judiciary's protocol could result in being denied entry into Judiciary workspace, and mitigation up to and including contract termination.

J. ACCEPTANCE OF TERMS & CONDITIONS

1. By submitting a proposal in response to this Small Procurement, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this Small Procurement and the Standard Terms and Conditions for Small Procurements attached hereto as Attachment K.
2. Any exceptions to the terms and conditions of this Small Procurement or the Purchase Order must be clearly identified in the Executive Summary of the Proposal. All exceptions will be taken into consideration when evaluating an Offeror's proposal.
3. A proposal that takes exception to these terms may be rejected and therefore determined to be not reasonably susceptible of being selected for award.
4. By submitting a proposal in response to this Small Procurement, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Purchase Order.

K. ACCEPTANCE OF SERVICES



1. The Contract Manager or his/her designated representative has authority to determine the acceptable level of service.
2. When the Contact Manager or his/her designee determines that the Successful Offeror service is unsatisfactory, the Successful Offeror shall return to the site at the request of the AOC, or an authorized designee, and resolve the issue at no additional cost to the AOC.

L. DIVERSITY & OUTREACH PROGRAMS

The objective of the Diversity & Outreach Programs is to encourage and increase participation in AOC procurements by Minority Business Enterprises (MBE) and Veteran-owned Small Business Enterprises (VSBE).

1. Minority Business Enterprise

MBEs are encouraged to respond to this solicitation notice as Prime Contractors. In order to participate as an MBE in AOC procurements, MBEs must be certified by the Maryland Department of Transportation (MDOT). Additional information regarding certification can be located on the MDOT Website: <https://www.mdot.maryland.gov/tso/Pages/Index.aspx?PageId=90>

2. Veteran-owned Small Business Enterprise

VSBEs are encouraged to respond to this solicitation notice as Prime Contractors. VSBEs must complete three (3) steps: Vendor Registration, Veteran Verification, and VSBE Certification. These steps are outlined by the State of Maryland VSBE program. Additional information regarding certification can be located at: <https://gomdsmallbiz.maryland.gov/Pages/VSBE-Program.aspx>

END OF SECTION II.



SECTION III. SCOPE OF WORK

A. SUMMARY

The AOC is seeking proposals from prospective Offerors to provide one (1) new hybrid or electric sedan.

B. SCOPE OF WORK

1. Successful Offeror shall provide one (1) new 2022 or 2023 hybrid or electric vehicle.
 - a. Vehicle shall be Toyota Camry, Toyota Corolla, Chevy Bolt, or equal.
2. The AOC has a preference for vehicles that are available immediately.

END OF SECTION III.



SECTION IV. PROPOSAL FORMAT

A. PROPOSAL SUBMITTALS

1. General Format
 - a. Offeror's proposal shall reference the organization and numbering of Sections in the Small Procurement (e.g., "Section III.A.1 Response..."; "Section III.A.2 Response...", etc.).
 - b. All pages of the proposal must be consecutively numbered from beginning (Page 1) to end (Page "X").
2. Proposal Contents
 - a. Transmittal Letter: The proposal shall be covered by a transmittal letter, prepared on the Offeror's business stationary, and signed by an individual who is authorized to bind the Offeror to the services and requirements as stated in this Small Procurement, including all addenda.
 - b. Claim of Confidentiality: Any information which is claimed to be confidential and/or proprietary shall be identified by section, subsection (if applicable), and page number, and placed after the Title Page, but before the Table of Contents. An explanation for each claim of confidentiality shall be included. The entire proposal cannot be given a blanket confidentiality designation.
 - c. Executive Summary:
The Offeror shall condense and highlight the contents of the proposal in a separate section titled "Executive Summary."
 - d. Offeror's Technical Response to Small Procurement Requirements:
 - (1) Offerors shall provide specification documents on any proposed vehicle. Specification documents should include, at minimum, make, model, model year, hybrid or electric, availability, color, and any other pertinent information for the proposed vehicle.
 - e. Attachment H – Addenda Acknowledgement Form (as applicable)
 - f. Price:
 - (1) Offeror's Proposal must contain all price information in the format specified in the Bid/Price Proposal Form (Attachment E). Do not amend, alter, or leave blank any items on the Price Proposal Form, or include additional clarifying or contingent language. Failure to adhere to any of these instructions may result in the proposal being determined to be not reasonably susceptible of being selected for awarded.
 - (2) The Offeror will not be reimbursed for any travel expenses including but not limited to transportation, meals, and hotel accommodations, except as approved in advance by the Contract Manager.

END OF SECTION IV.



SECTION V. EVALUATION PROCEDURE

A. EVALUATION COMMITTEE

1. Evaluation of the proposals will be performed by a committee, of one (1) or more than one (1) individuals, established for the purpose of analyzing the proposals based on the evaluation criteria set forth below. The Evaluation Committee will provide input to the Procurement Officer after reviewing proposals, participating in oral presentations and discussions, and any other activities relative to this Small Procurement.
2. The AOC reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate by the Procurement Officer.

B. PROPOSAL CRITERIA

The criteria to be applied to each proposal are listed in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

1. Price
2. Extent to which the Offeror's response meets the overall requirements of the RFP;

The AOC prefers the Offeror's Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed requirements.

C. SELECTION PROCEDURES

1. The Procurement Officer shall initially review for compliance with the Small Procurement requirements. Failure to comply with Small Procurement requirements may result in a proposal being classified as not reasonably susceptible of being selected for award. Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the AOC's best interest.
2. Selection Procedures:
 - a. Proposals are evaluated for technical and financial merit and ranked. During this review, oral presentations, interviews, and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the AOCs requirements and the Offeror's ability to perform, and to facilitate understanding of the Purchase Order that shall be most advantageous to the AOC.
 - (1) At the discretion of the Procurement Officer, following the recommendation of the Evaluation Committee, a shortlist of Offerors may be established during the evaluation. Only shortlisted Offerors would continue in the evaluation process; Offerors not shortlisted shall be so advised.
 - (2) Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Proposal made during discussions. Any such written clarifications or changes become part of the Offeror's Proposal.
 - b. When in the best interest of the AOC, the Procurement Officer may permit remaining Offerors to revise their initial proposals and submit, in writing, Best and Final Offers (BAFOs). The AOC may make award without issuing a request for a BAFO.
3. Recommendation for Award
 - a. Upon completion of the Proposal evaluations and rankings, and overall ranking will be designated to each Offeror.

- b. The Procurement Officer will recommend award of the Purchase Order to the responsive and responsible Offeror that submitted the proposal determined to be the most advantageous to the AOC.

END OF SECTION V.





**Attachment E
Bid/Price Proposal Form**

Solicitation number: _____

Project title: _____

Make	Model	Model Year	Estimated Delivery Date	Price
				\$

Bidder/Offeror Name: _____

Bidder/Offeror Address: _____

Federal Tax Identification No.: _____

Telephone No.: _____

Email: _____

MBE: No Yes, Certification No.: _____

VSBE: No Yes, Certification No.: _____

Signature of Authorized Representative

Date

Print name of Authorized Representative

Title of Authorized Representative



Attachment F
Non-Disclosure Agreement Sample

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____, by and between Administrative Office of the Courts (“AOC”) and _____ (Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the Contractor and AOC have entered into Contract No. _____ (the “Contract”); and,

WHEREAS, in order for Contractor to perform the work required under the Contract, or in the course of that work, the Contractor, the Contractor’s subcontractors, and the Contractor’s and subcontractors’ employees and agents (**collectively the “Contractor’s Personnel”**) may come into contact with information maintained or held by the Judicial branch of the Maryland government (“Confidential Information”) including the AOC and all courts, units and departments (**collectively “the Judiciary”**); and,

WHEREAS, the Judiciary, in order to comply with the law, fulfill its various missions, and enhance the safety of participants in the judicial process, must ensure the confidentiality of certain information and, to that end, must act as the sole entity with the authority to determine which information held by the Judiciary may be disclosed to persons or entities outside of the Judiciary; and,

WHEREAS, Contractor acknowledges that Contractor’s compliance with this Agreement is a condition of doing business with AOC,

NOW, THEREFORE, Contractor agrees as follows:

1. “Confidential Information” includes any and all information provided by or made available by the Judiciary to Contractor’s Personnel in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such or disclosed deliberately or inadvertently. Such information is Confidential Information, whether or not its contents may also be gathered from other sources or may subsequently be disseminated to the public. Confidential Information includes, by way of example only, information that the Contractor’s Personnel sees, views, hears, takes notes from, copies, possesses or is otherwise provided access to and use of by the Judiciary, whether or not the information relates to the Contract or the Contract has placed the Contractor’s Personnel in the position to receive the information. Confidential information further includes information both held by the Judiciary and derived or created from information held by the Judiciary.
2. Contractor’s Personnel shall not, without the AOC’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the Contract. Contractor shall limit access to the Confidential Information to Contractor’s Personnel who: 1) have a demonstrable need to know such Confidential Information in order to perform Contractor’s duties under the Contract and 2) have agreed with Contractor in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of Contractor’s Personnel are attached hereto and made a part hereof as Exhibit 1. With respect to information pertaining to the job performance, skills, or conduct of any Judiciary employee, the **only person with the need to know such information is** _____ and, except in cases of emergency involving imminent or actual bodily harm or significant property loss or damage, such information may only be disseminated to him, or, in his absence, to the State Court Administrator.
3. Contractor shall require each employee, agent, and subcontractor whose name appears on Exhibit 1 to sign a writing acknowledging receipt of a copy of, and agreeing to comply with the terms and conditions of, this Agreement. Subcontractors shall expressly agree to all terms applicable to Contractor. Accordingly, subcontractors must require their employees and agents to sign such a writing and must submit those individuals’ names to the Contractor for inclusion on Exhibit 1. Upon the Procurement Officer’s request, Contractor shall provide originals of all such writings to the AOC. Contractor and subcontractors shall update Exhibit 1 by adding additional names as needed and shall ensure that no employee or agent handles Confidential Information before that person has signed this Agreement. This Agreement shall not be construed to create an employment relationship between AOC and any of Contractor’s or subcontractors’ personnel.
4. If Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, Contractor shall first obtain AOC Contract Manager’s written consent to any such dissemination. AOC’s Contract Manager may grant, deny, or condition any such consent, as it may deem appropriate in the AOC Contract Manager’s sole and absolute subjective discretion.

5. Contractor shall hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to, or theft by, unauthorized third parties, and prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

6. Contractor shall promptly advise the AOC Contract Manager in writing if Contractor learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with AOC in seeking damages and/or injunctive or other equitable relief against any such person(s).

7. Upon the earlier of AOC's request or termination of the Contract, Contractor shall, at its own expense, return to the AOC Contract Manager, all copies of the Confidential Information, no matter how formatted or stored, in Contractor's and/or Contractor's Personnel's care, custody, control or possession.

8. A breach of this Agreement by the Contractor or noncompliance by Contractor's Personnel with the terms of this Agreement shall also constitute a breach of the Contract. The termination of the Contract does not terminate Contractor's obligations under this Agreement.

9. Contractor acknowledges that any failure by the Contractor or Contractor's Personnel to abide by the terms of this Agreement may cause irreparable harm to the Judiciary and that monetary damages may be inadequate to compensate the Judiciary for such breach. Accordingly, the Contractor agrees that the AOC may, in addition to any other remedy available to AOC under Maryland and any applicable federal law, seek injunctive relief and/or liquidated damages of \$1,000 for each unauthorized disclosure. Contractor consents to personal jurisdiction in the Maryland State Courts and to the application of Maryland law, if AOC so elects in its sole discretion, irrespective of Maryland's conflict-of-law rules. If the Judiciary suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part, to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the Judiciary from and against any such losses, damages, liabilities, expenses, and/or costs.

10. The parties further agree that 1) Contractor's rights and obligations under this Agreement may not be assigned or delegated, by operation of law or otherwise, without AOC's prior written consent; 2) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall be construed to provide the broadest possible protection against the disclosure of Judiciary information; 3) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and 4) the Recitals are not merely prefatory but are an integral part hereof

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE





Name of Bidder/Offeror: _____

Solicitation number: _____

Project title: _____

Due date: _____

Acknowledgment

I hereby acknowledge receipt of the following addenda which have been issued regarding the above referenced solicitation.

Addendum #1, issue date: _____

Addendum #2, issue date: _____

Addendum #3, issue date: _____

Addendum #4, issue date: _____

Addendum #5, issue date: _____

Addendum #6, issue date: _____

Addendum #7, issue date: _____

Addendum #8, issue date: _____

Addendum #9, issue date: _____

Addendum #10, issue date: _____

Addendum #11, issue date: _____

Addendum #12, issue date: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINT NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE



Standard Terms & Conditions for Small Procurements

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor agree as follows:

1. Scope of Contract

a. The Contractor shall provide goods and/or services (hereinafter “Goods” or “Services”), and other deliverables in accordance with the terms and conditions of this Solicitation.

b. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Any modification to the Purchase Order must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Maryland Judiciary’s Procurement Policy and procedures.

c. Except as otherwise provided in the Purchase Order, if any order causes an increase or decrease in the Contractor’s price of, or the time required for, the performance of any part of the work, an equitable adjustment in the Purchase Order price shall be made and the Purchase Order modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under the Purchase Order.

d. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Purchase Order as changed.

2. Term of the Contract

Unless the Purchase Order is terminated earlier as provided herein, the term of the Purchase Order is the period as stated in the Solicitation. The AOC, at its sole option, shall have the unilateral right to extend the Purchase Order in accordance with the Solicitation. Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive the expiration or termination of the Contract.

3. Consideration and Payment

a. In consideration of the satisfactory performance of the Services, the AOC shall pay the Contractor in accordance with the terms of the Purchase Order and at the rate specified in the Purchase Order.

b. All invoices shall be submitted within thirty (30) calendar days after the completion and acceptance by the AOC for each deliverable and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; and the deliverable ID number for the deliverable being invoiced. Additional

information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.

c. Payments to the Contractor for each deliverable should be made no later than thirty (30) days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.

d. In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with the Purchase Order. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to furnish/perform the Goods and/or Services in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

a. It is qualified to do business in the State of Maryland and that it will take such action as may be necessary to remain so qualified;

b. It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;

c. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Purchase Order; and,

d. It is responsible for all acts and omissions of its agents, employees, and subcontractors including, but not limited to, violations of the Non-Disclosure Agreement.

5. Patents and Copyrights, if applicable

a. If the Contractor furnishes any design, device, material, process, code, or other item that 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 for the AOC’s use of such item or items.

b. The Contractor shall defend or settle, at its own expense, any claim or suit against the State, AOC, or their employees acting within the scope of employment, alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. The Contractor also shall pay all damages and costs that by final judgment might be assessed against the State, AOC, or their employees acting within the scope of employment, due to such

infringement and all attorney fees and costs incurred by the AOC to defend against such a claim or suit.

c. If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: (a) procure for the AOC the right to continue using the applicable item: (b) replace the product with a non-infringing product substantially complying with the item's specifications: or, (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

d. If the Contractor obtains or uses for purposes of this Contract any design, device, material, process, code, supplies, equipment, text, instructional material, services or other work, the Contractor shall indemnify the AOC, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement arising out of the possession or use of any design, device, material, process, supplies, equipment, text, instructional material, services or other work covered by any Purchase Order awarded.

6. Non-hiring of Employees

No employee of the Maryland Judiciary or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of the Purchase Order shall become or be an employee of the Contractor, as provided under MD Code, General Provisions § 5-501, *et seq.*

7. Non-employment of Contractor's Employees

Nothing in the Purchase Order shall be construed to create an employment relationship between the AOC and any employee of either the Contractor or the Contractor's subcontractors.

8. Disputes

Any claim regarding the proper interpretation of the Purchase Order shall be submitted, in writing, to the Procurement Officer together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Purchase Order in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the AOC within fifteen (15) days of the Procurement Officer's decision for adjudication pursuant to the Maryland Judiciary's Procurement Policy.

9. Maryland Law

The place of performance of this Purchase Order shall be the State of Maryland. This Purchase Order shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland including MD Code, State Government § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC is a party to such an action.

10. Non-discrimination in Employment

Contractor shall not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of employees, subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.

The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace.

The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of the Purchase Order and may result in termination of the Purchase Order, disqualification of the Contractor from participating in AOC Solicitations, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to any third party. As a condition of entering into this Purchase Order, the Contractor represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this Purchase Order shall include a clause identical to the non-discrimination language above.

11. Contingent Fee Prohibition

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

12. Non-availability of Funding

If the Maryland General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Purchase Order succeeding the first fiscal year, this Purchase Order 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 AOC's rights or the Contractor's rights under any termination clause in the Purchase Order. The effect of termination of the Purchase Order hereunder will be to discharge both the Contractor and the AOC from future performance of the Purchase Order but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any agreed upon non-



recurring costs incurred but not amortized in the price of the Purchase Order. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Purchase Order for each succeeding fiscal period beyond the first.

13. Termination for Cause

If Contractor fails to fulfill its obligations under this Purchase Order properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the AOC can affirmatively collect damages.

14. Termination for Convenience

The performance of work under the Purchase Order may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with the Purchase Order that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Purchase Order; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

15. Delays and Extensions of Time

The Contractor agrees to perform the Purchase Order continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under the Purchase Order. Time extensions may 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 an AOC Purchase Order, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

16. Suspension of Work

The AOC may direct 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 AOC's convenience.

17. Pre-existing Law

The applicable statutes and regulations of the State of Maryland are hereby incorporated in the Purchase Order.

18. Financial Disclosure

The Contractor shall comply with the provisions of MD Code, State Finance and Procurement § 13-221.

19. Political Contribution Disclosure

The Contractor shall comply with Title 14 of the Election Law of Maryland.

20. Right to Audit

a. The Contractor shall establish a reasonable accounting system and shall retain and maintain all records and supporting documents and materials relating to the Purchase Order for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State of Maryland and/or the AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall cooperate fully with any audits or investigations conducted by the State of Maryland and/or the AOC.

b. The AOC reserves the right, at its sole discretion at any time, to perform an audit of the Contractor's performance under the Purchase Order. Auditing is defined as an independent objective assurance and consulting activity performed by qualified personnel including, but not limited to, the AOC's Internal Audit Department, to determine by investigation, examination or evaluation of objective evidence from data, statements, records, operations, and performance practices (financial or otherwise) the Contractor's compliance with the Purchase Order including, but not limited to, adequacy and compliance with established procedures and internal controls over the Purchase Order services being performed for the AOC.

c. Upon three (3) business days' notice, the Contractor shall provide the AOC reasonable access to their respective records to verify compliance with the terms of the Purchase Order. The AOC may conduct these audits with its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the AOC's election. The AOC may copy, at its own expense, any record related to the services performed and provided under the Purchase Order.

d. The right to audit shall include the Contractor's subcontractors including, but not limited to, any lower tier subcontractor(s) that provide essential support to the Purchase Order services. The Contractor and/or subcontractor(s) shall ensure the AOC has the right to audit such subcontractor(s).

21. Liability for Loss of Data

In the event of loss of any data or records, which such loss is due to the error, negligence, or intentional act or omission of the Contractor whether or not related to the performance of the Purchase Order, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating all such

lost data or records in a manner, format, and time-frame acceptable to the AOC.

22. Subcontracting and Assignment

The Contractor may subcontract any portion of the services provided under the Purchase Order by obtaining the Procurement Officer's prior written approval. The Contractor may assign the Purchase Order, or any of its rights or obligations hereunder, only with the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the AOC. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

23. Novation and Assignment

If the Contractor sells its interests in the Purchase Order to another business entity (hereinafter "assignee"), the original Contractor must notify the AOC of the assignment within five (5) business days. The Contractor's assignee and the AOC must sign a novation agreeing to continue with the original terms of the Purchase Order. The assignee must accept all liability on behalf of the Contractor and submit the necessary documentation (i.e. Certificate of Insurance) with identical insurance coverage to the Contractor to the Procurement Officer within five (5) business days of notifying the AOC of the assignment.

24. Overtime

Contractors shall be paid according to the Purchase Order. If overtime pay is not provided for in the Purchase Order, then the Contractor shall not be provided compensation for overtime unless otherwise agreed to in advance, in writing, by the Procurement Officer.

25. Indemnification

a. The Contractor shall hold harmless and indemnify the AOC from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses including, without limitation, attorneys' fees and costs and disbursements of any character that arise from, in connection with, or attributable to the performance or nonperformance of the Contractor or its subcontractors under the Purchase Order.

b. The AOC 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 the Purchase Order against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under the Purchase Order.

c. The AOC 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 obligations under the Purchase Order.

d. The Contractor shall immediately notify the Procurement Officer of any claim, suit, or action made or filed against the Contractor or its subcontractors regarding any

matter resulting from or relating to the Contractor's obligations under the Purchase Order, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

26. Limitations of Liability

Without prejudice to the AOC's right to pursue non-monetary remedies, Contractor shall be liable as follows:

a. For infringement of patents, trademarks, trade secrets, and copyrights, as provided in § 5 of the Purchase Order;

b. For damages arising out of death or bodily injury or property damage, no limitation; and;

c. For all other claims, damages, loss, costs, expenses, suits, or actions in any way related to the Purchase Order, regardless of the form of such actions, the Contractor's liability shall not exceed five (5) times the NTE amount. Notwithstanding the foregoing, the Contractor's liability for third-party claims shall be unlimited.

d. For damages arising out of a cyber breach, defined as a breach resulting in actual or potential harm to the AOC's network, hardware, software, or other information systems.

27. Public Access to Judicial Records

The AOC provides public access to records in accordance with Title 16, Chapter 900 of the Maryland Rules. If a request is made to review any records pertaining to this contract, the Contractor may be contacted by the AOC, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

28. Conflict of Interest

a. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State of Maryland or the AOC, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Conflict of interest" includes pending litigation in the Maryland courts.

b. "Person" includes a contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

c. The Contractor agrees that if an actual or potential conflict of interest arises after the Purchase Order commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of



interest. If the Purchase Order has been awarded and performance of the Purchase Order has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary actions to be taken. The existence of a conflict of interest is cause for termination of the Purchase Order as well as disciplinary action against an employee for whom a conflict exists.

29. Ownership and Rights in Data

a. In addition to the requirements stated in the Solicitation, the Contractor agrees to furnish the AOC with copies of the following: computations, computer files, data, model(s), transmittal letters, response letters, training materials, and all other documents or correspondence pertinent to the operation of this Purchase Order.

b. The AOC shall be the owner of all materials developed under this Purchase Order and shall be entitled to use, transfer, disclose, and copy them in any manner without restriction and without compensation to the Contractor. Without the AOC's prior written consent, Contractor may neither use, execute, reproduce, display, perform, distribute (internally or externally), retain copies of, or prepare derivative works based on, these Materials nor authorize others to perform those acts.

c. The Contractor agrees that, at all times during the terms of the Purchase Order and thereafter, all materials developed under the Purchase Order, shall be "works for hire" as that term is interpreted under U.S. copyright law. To the extent that any of these materials are not works for hire for the AOC, the Contractor hereby relinquishes, transfers, and assigns to the AOC all of its rights, title, and interest (including all intellectual property rights) in such materials, and shall cooperate with the AOC in effectuating and registering any necessary assignments.

d. The AOC shall retain full ownership over any materials that the AOC provides to the Contractor under the Purchase Order.

30. Force Majeure

Neither the AOC nor Contractor shall incur liability to each other with respect to, and shall not be responsible for any failure to perform, any of their obligations hereunder if such failure is caused by any reason beyond the control of the AOC or Contractor including, but not limited to, strike, labor trouble, governmental rule, regulations, orders, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, pandemic, or failure or disruption of utility services (Force Majeure Event).

31. Notices

All notices required to be given by one party to the other hereunder shall be in writing.

