

Attachment 3. Non-Disclosure Agreement (Bidder/Offeror)

[[Tailor this NDA form according to your solicitation needs. Search for text placeholders using <<]]

This Non-Disclosure Agreement (the "Agreement") is made this ____ day of _____ 20__, by and between _____ (hereinafter referred to as "the Bidder" or "the Offeror ") and the State of Maryland (hereinafter referred to as "the State").

Bidder/Offeror warrants and represents that it intends to submit a Bid or Technical Proposal in response to Solicitation # <<solicitationNumber>> for <<solicitationTitle>>. In order for the Bidder/Offeror to submit a Bid or Technical Proposal, it will be necessary for the State to provide the Bidder/Offeror with access to certain confidential information including, but not limited, to <<typeofNonDisclosureInfor>>. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the Bidder/Offeror agrees as follows:

1. Bidder/Offeror will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Bid or Technical Proposal. The Bidder/Offeror shall limit access to the Confidential Information to employees and agents having a demonstrable need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement. Any breach of the obligations of confidentiality set forth herein by Bidder's/Offeror's employees or agents is deemed a breach by the Bidder/Offeror. The names of such personnel are attached hereto and made a part hereof as **Attachment 3-2**. Contractor shall update **Attachment 3-2** by adding additional names (whether Contractor's Personnel or a subcontractor's personnel) as needed, from time to time.
2. Bidder/Offeror shall return the Confidential Information to the State within five Business Days of the State's Notice of recommended award. If the Bidder/Offeror does not submit a Proposal, the Bidder/Offeror shall return the Confidential Information to <<procurementOfficerName>>, <<ISSUINGAGENCYACRONYM>> on or before the due date for Proposals.
3. Bidder/Offeror acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may seek to obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the Bidder's/Offeror's failure to comply with the requirements of this Agreement. The Bidder/Offeror consents to personal jurisdiction in the Maryland State Courts.
4. In the event the State 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 Bidder/Offeror or any employee or agent of the Bidder/Offeror to comply with the requirements of this Agreement, Bidder/Offeror and such employees and agents of Bidder/Offeror shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
5. This Agreement shall be governed by the laws of the State of Maryland.

6. The individual signing below warrants and represents that they are fully authorized to bind the Offeror to the terms and conditions specified in this Agreement.

Offeror: _____

By: _____
Signature/Seal

Printed Name: _____

Title: _____

Date: _____

Address: _____

3-2 NON-DISCLOSURE AGREEMENT

**LIST OF BIDDER/OFFEROR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____