**Non-Disclosure and Confidentiality Agreement**

The City of Grand Junction (City) has posted the following Request for Proposals (RFP):

Pilot Project Solicitation RFP-4137-15-SDH

Access to confidential information may assist in developing proposals in response to the request. In connection with the above-referenced RFP, the City is providing a temporary internet link to the following described Confidential Information:

**The location, type and/or capacity of City-owned fiber optic lines and/or fiber conduit**

This information is sensitive and not generally known to the public and the City desires to maintain the confidential nature of the sensitive information.

By following the link to or by any other means accessing the confidential information (whether by clicking on the link or by cutting and pasting the link into a web browser or by other means), the individual is agreeing on behalf of him or herself and the entity responding to the RFP, its officers, employees, representatives, agents, and/or contractors or subcontractors helping to prepare the proposal (referred to as the Receiving Party) as follows:

1. To retain the Confidential Information of the City in strict confidence;
2. To protect the security, integrity and confidentiality of such information;
3. To refrain from permitting or allowing unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;
4. To adopt and enforce security processes and procedures to safeguard the confidentiality of the Confidential Information using a reasonable degree of care, but in no event not less than that degree of care used in safeguarding its own confidential information or materials;
5. To use the Confidential Information only for the purpose of developing a proposal in response to the City’s above-referenced Request for Proposals;
6. To return to the City or destroy all documents, memoranda, notes and other writings or electronic records prepared, generated or collected by him/her/it that include or reflect any of the Confidential Information promptly following the City’s bid selection;
7. If there is an unauthorized disclosure or loss of any of the Confidential Information, to promptly, at its own expense, notify the City in writing and take all actions as may be necessary or reasonably requested by the City to minimize any damage to the City as a result of the disclosure or loss;
8. The obligation not to disclose and to keep confidential the Confidential Information shall survive the bid process and at no time will the Receiving Party disclose Confidential Information;
9. To take reasonable steps to ensure that its employees, officers, representatives, agents, and contractors adhere to the terms of this Agreement;
10. To be responsible for any breach of this Agreement by any of its agents, officers, employees, representatives, contractors or subcontractors.

The following exceptions to the non-disclosure and confidentiality requirements of this agreement shall apply:

1. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Receiving Party or its representatives;
2. If the information is or was received the Receiving Party from a third party source, which, to the best knowledge of Receiving Party, is or was not under a confidentiality obligation to the City with regard to the the Confidential Information;
3. If the information is disclosed by the Receiving Party with the City’s prior written permission;
4. If the information was independently developed by the Receiving Party prior to disclosure by the City and without the use and benefit of any of the City’s Confidential Information;
5. If the Receiving Party is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena in pending litigation but only to the extent specifically required by the law, court, governmental or regulatory authority or subpoena.

There is no representation or warranty, express or implied, made by the City as to the accuracy or completeness of any of its Confidential Information. The City may, in its sole discretion reject any proposals made by the entity or its representatives due to a breach of this non-disclosure and confidentiality agreement.

**BY CLICKING, CUTTING AND PASTING OR OTHERWISE USING THE LINK OR THE ELECTRONIC INFORMATION THE LINK LEADS TO, YOU ARE EXPRESSLY AGREEING TO THE ABOVE**

<http://arcgis-fs.ci.grandjct.co.us/broadbandMap/>

**Grand Junction Bid and Vendor Meeting**

Thu, Dec 17, 2015 2:00 PM - 3:30 PM Mountain Standard Time

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/805827661>

**You can also dial in using your phone.**

United States : +1 (571) 317-3122

Access Code: 805-827-661