

OFFEROR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFP NO. 001-2016

RECITALS

WHEREAS, the Office of the Attorney General (“OAG”) has issued a Request For Proposals (“RFP”) to obtain the services of an Independent Prosecutor/Special Assistant Attorney General in connection with allegations that illegal retroactive salary payments were made in December 2014 or thereafter to unclassified employees in violation of the applicable law, and retroactive pay reimbursement;

WHEREAS, offerors interested in submitting a proposal in response to the aforementioned RFP must have access to confidential information in order to conduct a conflict of interests check, and to be able to prepare or construct a proposal which includes determining the costs and/or fees for negotiating a contract if selected;

WHEREAS, the OAG seeks to maintain the confidentiality of the information to the extent allowed and/or required under law, and also seeks to maintain the integrity of any further investigation and/or prosecution by insuring that such information remains confidential by requiring each offeror that obtains and desires to submit an offer to the RFP to execute and sign this OFFEROR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT as a condition of receiving the confidential information contained in documents other than the RFP, and for being permitted to submit a proposal.

WHEREAS, Attorneys responding to this RFP are bound by the Guam Rules of Professional Conduct and other legal authority as regards confidentiality and confidential information.

WHEREAS, a Potential Offeror, who must be a duly-licensed attorney, signing this OFFEROR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT warrant and represent that he/she has the authority to bind attorneys, employees, agents, and others who may come into possession of, or be allowed access to, confidential information.

DEFINITION

“Confidential Information” and other terms which describe information or evidence which naturally or by necessity must be kept confidential as part of an investigation, shall mean all information other than the Request for Proposal No. 001-2016 document itself, without limitation, as well as, all notes, memoranda, documents, or any writings, recordings, electronic data or files, or other things, no matter what form, provided or made available to, or created by, the offeror, the attorneys in the offeror’s firm, employees, agents, and others who may come into possession of, or be allowed access to, confidential information as part of the process of evaluating conflicts or the terms of the offeror’s offer.

AGREEMENT

NOW THEREFORE, based on the mutual agreements, covenants and promises contained herein, I represent that I am a duly-licensed attorney, I agree to the following:

1. I and/or my law firm agree to keep confidential and maintain the confidentiality of the information provided by the OAG in connection with the allegations that illegal retroactive payments were made in December 2014 and/or thereafter to unclassified employees in violation of the applicable law, and retroactive pay reimbursements.
2. I and/or my law firm agree to maintain the confidentiality of the information provided in connection with the RFP as may be required by procurement law.
3. I and/or my law firm agree to limit access to information only to those with a need to know and further agree not to disclose any confidential documents or information to persons not allowed or entitled to have access to the same under the law.
4. I and/or my law firm agree to disclose any conflicts of interest that I discover in connection with allegations that illegal retroactive salary payments were made in December 2014 or thereafter to unclassified employees in violation of the applicable law and retroactive pay reimbursement or otherwise in connection with the subject matter of RFP 001-2016.
5. I and/or my law firm agree to return on or before the submission date and time of the RFP all confidential documents provided by the OAG including any duplications or other "Confidential Information" as defined above, made by me and/or my law firm, its employees and agents that are related to subject matter of RFP 001-2016 and the allegations that illegal retroactive salary payments were made in December 2014 or thereafter to unclassified employees in violation of the applicable law and retroactive pay reimbursements.
6. I represent, warrant, and agree that I have the authority to bind my law firm, its attorneys, employees and agents to this Agreement and to enforce the terms of this OFFEROR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.
7. I and/or my law firm have read, understood, and agree to the conditions, obligations, duties, and responsibilities described above in this OFFEROR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT that I and/or my law firm must first execute, sign and deliver to the OAG as a condition of receiving the confidential information contained in documents other than the RFP and for being permitted to submit a proposal for RFP 001-2016.

Offeror's Signature

Name of Offeror (Print Name)

Date

Issuing Person