

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Regarding the City of Cleveland Heights' Request for Proposal for Video Surveillance for the City of Cleveland Heights

THIS CONFIDENTIALLY AND NON-DISCLOSURE AGREEMENT, is entered into this ____ day of _____, 2022, ("Effective Date"), by and between the City of Cleveland Heights ("City"), a municipal corporation of the State of Ohio, by and through its Director of Public Safety, and the entity responding to City's above-referenced Request for Proposal(RFP) whose name, address, and state of incorporation, are as follows:

(hereinafter the "Proposer").

WHEREAS, the City, acting through the Department of Information Technology, has or will issue a Request for Proposal for Video Surveillance and Network Refresh for the City of Cleveland Heights ("the RFP"). In order to provide sufficient information to prospective proposers, the City will disclose certain confidential and proprietary information to potential vendors who wish to submit proposals in response to the RFP and that such confidential and proprietary information includes, but is not limited to, the City's critical systems infrastructure and other information directly used for protecting or maintaining the security of the City of Cleveland Heights; and,

WHEREAS, each potential vendor who wishes to submit a proposal in response to the RFP must have access to that confidential and proprietary information in order to construct a response to the RFP; and,

WHEREAS, in order to release this confidential and proprietary information to potential proposers, the City requires each proposer to enter into this Confidentiality and Non-Disclosure Agreement through its authorized representative, and return it to the City, as a pre-condition of receiving the confidential and proprietary supplemental documents to the RFP;

NOW THEREFORE, in consideration of the above recitals and the mutual promises of the parties herein contained, it is agreed by and between the parties as follows:

1. The term of this Confidentiality and Non-Disclosure Agreement shall commence on the Effective Date and shall terminate five (5) years from the Effective Date.
2. The City will provide to the Proposer certain confidential and proprietary information to enable the Proposer to consider and make a proposal responsive to City's RFP. Proposer agrees that all information, documents, data, materials, and the City's proprietary software systems, networking, infrastructure disclosed to, or accessed by, Proposer in connection with, or related to, the RFP or the RFP process, in any form whether oral or written, or in any medium, including but not limited to any of the following is "Confidential and Proprietary Information", whether or

not marked as such, under the terms of this Agreement and shall not be used or disclosed except as necessary for Proposer to respond to City's RFP:

- a. The Subject matter described in, and referred to, in the RFP, its associated Statement of Work (SOWs) or any other attachments, or during the RFP process;
 - b. The RFP document (including all attachments), its content, and all supporting data, materials and all other information provided to the Proposer in any form or medium in or in relation to the City's RFP;
 - c. Any information, data, document or material concerning or related to the City's requirements, including but not limited to the City's requirements described in the RFP, SOWs, and all subsequent information, data, document or materials that may be provided to the Proposer from time to time during the RFP process, including but not limited to any information, data document or materials provided during or in the response to any questions from Proposer or another recipient of the RFP;
 - d. The SOW documents (including all attachments), their content, and all support data, materials and all other information provided to the Proposer in any form or medium in relation to the City's RFP process;
 - e. Any and all other information, data or materials that Proposer receives access to or obtains in connection with onsite visits, meetings or in any other forms of communication whether oral or written with City personnel; and
 - f. Any and all other information, data or materials learned by the Proposer through inspection of the City's property regarding the City's products, designs, and video surveillance architecture.
3. All Confidential and Proprietary Information disclosed by the City to the Proposer shall be provided to Proposer only after a "Letter of Interest" (see attached form) is fully filled in by the Proposer and provided to the City as indicated thereon. The Proposer agrees that it shall undertake all necessary and appropriate steps to ensure that the secrecy of the Confidential and Proprietary Information in its possession shall be maintained. The Proposer also agrees that it shall treat the Confidential Information with not less than the same degree of care and confidentiality with which it treats its own confidential and proprietary information.
 4. Proposer shall not use any portion of the Confidential and Proprietary Information for any purpose except to evaluate the RFP, including assessing SOW and attachments, in order to prepare its response to the RFP, and shall not disclose the Confidential Information or any part of it to any third party without prior written consent of the City. In as much as Proposer's response to City's RFP shall contain City's Confidential and Proprietary Information, Proposer shall exercise the same degree of care and confidentiality of such Information.
 5. Proposer shall immediately report to the City any known or suspected unauthorized uses or disclosures it becomes aware of, confirmed or unconfirmed, and will take all reasonable steps to contain any further such unauthorized activity and mitigate the potentially harmful effects of the unauthorized uses or disclosures.
 6. All Confidential and Proprietary Information relied on by Proposer is provided "as is". The City makes no warranties, express, implied or otherwise, regarding its accuracy, completeness, fitness for a particular purpose or performance.

7. Proposer warrants and represents that the individual who signs this agreement for the Proposer has the requisite power and authority to enter into this Agreement on behalf of the Proposer and to bind the Proposer.
8. This Agreement and all rights and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, affiliates, agents, employees and assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

City of Cleveland Heights

Proposer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

The legal form and correctness of the within instrument is hereby approved.
CITY OF CLEVELAND HEIGHTS William B. Hanna, Director of Law

By: _____
Laure Wagner, Assistant Director of Law

Date: _____