



SECTION 00490
CONFIDENTIALITY AND NON DISCLOSURE
AFFIDAVIT OF PRIME BIDDER

STATE OF _____ COUNTY OF _____

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is _____ . I hold the principal office of
_____ for _____
(Name of Principal Office) (Name of Bidding Entity)

2. _____ has submitted a bid to KUB for the
(Name of Bidding Entity)
construction of the Work entitled _____ (Project Name)

KUB Control Number _____.

3. _____ verifies that company information
(Name of Bidding Entity)
stated on the Bid or Proposal Cover Sheet is correct and current and Bidder's Company
is fully qualified, trained and experienced to provide _____ (Project Name)
_____ and shall perform all work only with personally and professionally
qualified personnel and;

4. _____ verifies that it shall fully comply with all
(Name of Bidding Entity)
confidentiality and non disclosure related requirements and terms and conditions as
stated in **KUB Specification 00490 Exhibit A** attached hereto and;

_____ acknowledges that any deviations
(Name of Bidding Entity)
whatsoever from the requirements stated in **KUB Specification 00490 Exhibit A** may, in
KUBs sole discretion be just cause for removal of contractor from worksite and
termination of Agreement with cause according to the terms and conditions of the
contract documents.



5. This affidavit is made on personal knowledge.

Further the affiant saith not this _____ day of _____, 201__.

(signature)

(print name)

Title: _____

NOTARY:

Witnessed before me this _____ day of _____, 201__.

My Commission Expires: _____

STAMP



6. Specification 00490 – Exhibit A

Confidentiality and Non Disclosure – Requirements, Terms and Conditions

Prior to the commencement of any work under agreement for subject project as identified in 00490 Article 2, Contractor shall comply with and adhere to the following confidentiality and non disclosure and related requirements. Contractor shall continue to comply with all of the following confidentiality and non disclosure requirements in a consistent and uninterrupted manner throughout the duration of the project including all forms of communication concerning the project at any time. Contractor's failure to demonstrate compliance with the confidentiality and non disclosure requirements or Contractor's failure to reasonably enforce confidentiality and non disclosure requirements among workforce selection assigned to this project may make Contractor subject to immediate removal from work, reimbursement of all KUB expenses associated with reassigning work, re-bidding work, and including but not limited to termination of contract with cause.

KUB Confidentiality and Non Disclosure requirements are project specific for the project named in Article 2 of this Affidavit. Confidentiality and Non Disclosure Requirements are not universal to all KUB projects. The KUB requirement for Contractor to comply with Confidentiality and Non Disclosure Specification 00490 and requirement for Contractor to execute 00490 Affidavit is solely determined by KUB.

Confidentiality and Non Disclosure Requirements:

1. Contractor's Responsibility for Confidentiality and Non Disclosure Documentation:

- a. Contractor is responsible for supplying and administering a Confidentiality and Non Disclosure form. The form is to state that any information or knowledge including but not limited to the following is considered confidential and that disclosure of Confidential Information is in accordance with the following:
 - i. **Confidential Information** (Information considered Confidential):
 - 1. KUB Facility locations.
 - 2. KUB Facility design information and details.
 - 3. Exterior or interior photographs of KUB Facilities.
 - 4. Documentation or knowledge describing KUB Facilities including but not limited to reports, assessments, operational information, maintenance schedules & procedures, repairs, and the like.
 - ii. **Non Disclosure Information**
 - 1. Disclosure of Confidential Information to be only on a need to know basis and to persons or parties assigned to the project.
 - 2. Persons or Subcontractors unreasonably disclosing Confidential Information beyond a need to know are subject to immediate and permanent removal from project and recovery of damages, if any, by Owner.

3. Disclosure of Confidential Information to any outside third party not associated with the work or project shall only be upon written approval of KUB.
- b. The following persons are required to sign a Confidentiality and Non Disclosure agreement prior to the assignment of any work on the subject project identified in Article 2. Above include:**
- i. Contractor's employees performing work under the Agreement
 - ii. Subcontractor employees performing work under the agreement
 - iii. Contractor's Staff or any other individuals that may receive KUB classified or sensitive information distributed by Contractor or Contractor's agent (subcontractor or third party directed by Contractor)
- c. Initiating the Confidentiality and Non Disclosure Agreement:**
- i. Immediate: Prior to any Persons Start of Work on the KUB Project described in Section 00490 Article 2 herein
 1. Persons listed in 1.b.i – 1.b.iii that have or will have exposure to information of type listed in 1.a.i.1 – 1.a.i.4 above or similar information or upon request of KUB.
- d. Renewal:**
- i. Contractor to Renew all Confidentiality and Non Disclosure Agreements that are older than 2 years for any persons listed in 1.b.i – 1.b.iii that have or will have exposure to information of type listed in 1.a.i.1 – 1.a.i.4 above or similar information or upon request of KUB during the term of the Agreement of the Project described in Section 00490 Article 2 herein.
2. **Record Retention:** Contractor shall keep copies of all executed Confidentiality and Non Disclosure agreements for each associated with the KUB project for a period of not less than 7 years after the KUB project has finished.
3. **Right to Audit:** Contractor shall, upon written request from KUB, allow KUB to examine all Confidentiality and Non Disclosure agreements for project described in Section 00490 Article 2 herein on file up to and including the date of the request, for any or all persons associated with the KUB project to KUB within 48 hours from receipt of request. KUB may make random or targeted written requests. The nature of the requests may be to audit contract compliance with the Confidentiality and Non Disclosure requirement. When making its request, KUB shall state the reason for the request. KUB may make request and Contractor shall comply with request any time up to but not exceeding the 7 year post contract Record Retention period.

END