



CONFIDENTIAL DISCLOSURE AGREEMENT

FEDERAL BUILDING
15000 AVIATION BLVD
HAWTHORNE, CA 90261

INSTRUCTIONS

Each individual requiring access to sensitive information documents must **(i)** complete a Confidential Disclosure Agreement, which is available under “Additional Documents” at disposal.gsa.gov and RealEstateSales.gov. Please send completed and executed Confidential Disclosure Agreement to Thuy.Ta@gsa.gov. **(ii)** Then submit an explicit access request via this FedBizOpps (FBO) notice (<https://go.usa.gov/xmr6>). Once GSA receives a completed and executed Confidential Disclosure Agreement and Explicit Access Request, GSA will provide access to these documents on FBO. **Email and/or phone call requests for these documents will not be accepted.**

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Office of Real Property Utilization and Disposal (hereinafter DISCLOSING PARTY), located at San Francisco, CA 94102, an agency of the U.S. Government (hereinafter GOVERNMENT), possesses certain Government sensitive information (hereinafter referred to as CONTROLLED INFORMATION) related to one or more aspects of the Federal Building facilities/infrastructure. In order to protect such CONTROLLED INFORMATION from disclosure, it is shared outside of the GOVERNMENT under the use and non-disclosure obligations set forth in this Confidential Disclosure Agreement (hereinafter AGREEMENT).

“CONTROLLED INFORMATION,” as used in this AGREEMENT, means disclosed confidential information and/or recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which, the Government intends to control.

The DISCLOSING PARTY is willing to allow _____ (hereinafter called the RECIPIENT) to examine the CONTROLLED INFORMATION only if it is properly protected and preserved from dissemination or improper use by the RECIPIENT in accordance with the use and non-disclosure requirements and other provisions of this AGREEMENT. CONTROLLED INFORMATION may also be designated as “Sensitive, But Unclassified” (SBU) or “Official Use Only” (OUO) information. The RECIPIENT acknowledges that unauthorized release or disclosure of CONTROLLED INFORMATION may reveal highly sensitive information, including vulnerabilities of DISCLOSING PARTY’S facilities/infrastructure and security practices.

Therefore, RECIPIENT agrees to the following:

- 1.** Unless and until the Government intentionally releases CONTROLLED INFORMATION to the public, only RECIPIENT will be allowed access to CONTROLLED INFORMATION and RECIPIENT understands and is bound by the requirements of this AGREEMENT.
- 2.** It is understood by both parties that the RECIPIENT will examine CONTROLLED INFORMATION solely for the purpose to prepare and submit bid in response to the Invitation for Bids No. SFRAN919169502 and its amendments.
- 3.** In consideration of the disclosure of CONTROLLED INFORMATION, the RECIPIENT agrees to hold all CONTROLLED INFORMATION disclosed in recorded form to the RECIPIENT in confidence. For the purposes of this AGREEMENT CONTROLLED INFORMATION is recorded information, regardless of form or the media on which it may be recorded (i.e., reports, manuscripts, papers, documents, drawings, graphs, photographs, databases, computer programs, models and sketches furnished to the RECIPIENT). The parties agree that information intentionally released by the Government into the public domain is NOT CONTROLLED INFORMATION for purposes of this AGREEMENT.
- 4.** All CONTROLLED INFORMATION disclosed to the RECIPIENT will be used exclusively for the purpose to prepare and submit bid in response to the Invitation for Bids No. SFRAN919169502 and its amendments and, the RECIPIENT will not disclose, communicate or publish CONTROLLED INFORMATION to any person or entity (except as otherwise permitted under this Agreement), nor use any of the CONTROLLED INFORMATION it receives, acquires or obtains from the DISCLOSING PARTY except as specifically provided for the purpose to prepare and submit bid in response to the Invitation for Bids No. SFRAN919169502 and its amendments.
- 5.** All CONTROLLED INFORMATION, including, without limitation, reports, requirements, procedures, manuscripts, papers, maps, documents, plans, drawings, graphs, photographs, databases, computer programs, models and sketches furnished to the RECIPIENT by the DISCLOSING PARTY must be safeguarded against unauthorized use for the term of retention, will make every reasonable and prudent effort to destroy or render any of the CONTROLLED INFORMATION when no longer needed. Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.
- 6.** All CONTROLLED INFORMATION shall remain the property of the DISCLOSING PARTY and shall be returned to the DISCLOSING PARTY promptly at DISCLOSING PARTY'S request with all copies made thereof. If the RECIPIENT is unable to return all CONTROLLED INFORMATION to the DISCLOSING PARTY, RECIPIENT shall destroy such CONTROLLED INFORMATION in accordance with Section 5 at DISCLOSING PARTY'S request.

7. Nothing contained in this AGREEMENT permits the RECIPIENT to make any other use of the CONTROLLED INFORMATION for the profit of RECIPIENT or otherwise.

8. The DISCLOSING PARTY may terminate the AGREEMENT for any reason and at any time by notifying the RECIPIENT in writing.

9. United States Federal Law shall govern this AGREEMENT for all purposes, including, but not limited to, determining the validity of the AGREEMENT, the meaning of its provisions, and the rights, obligations and remedies of the parties.

10. The effective date of this AGREEMENT shall be the date of RECIPIENT'S execution of this AGREEMENT as set forth below. The person signing below on behalf of RECIPIENT represents that he or she has the authority to sign this AGREEMENT on behalf of RECIPIENT.

11. The RECIPIENT agrees that a facsimile signature shall be valid and have full force and the same effect upon him/herself if an individual, or upon the company or entity if representing such, as original signatures.

Executed on Behalf of RECIPIENT:

X

Date:

Name:

Title:

Company and Address:

Company Phone Number:

E-Mail: