

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

ATTACHMENT 5 - INVITATION FOR BID RFQ 211782

CONSTRUCTION OF THE NEW LOUDOUN COUNTY JUVENILE DETENTION CENTER

THIS AGREEMENT is entered into by and between **COUNTY OF LOUDOUN, VIRGINIA** with offices at 1 Harrison St. S.E., Leesburg, Virginia 20175 (hereinafter "County") and _____ with offices at _____ (hereinafter "Bidder") on _____ 2020.

Whereas, the County is seeking bids from Bidders to construct the New Loudoun County Juvenile Detention Center (the "Project"); and

Whereas, the Bidder desires to obtain architectural drawings, plans and specifications that detail the design of said project for the sole purpose of compiling and submitting a response to Invitation for Bid RFQ 211782 to construct the Project.

NOW IT IS THEREFORE AGREED:

1. Purpose

The purpose of this agreement is to allow the Bidder access to Confidential Information as defined herein detailing the design of the Project for the sole purpose of compiling and submitting a bid in response to the County's Invitation for Bid to construct the Project. This agreement is intended to ensure the safety and security of the Loudoun County Juvenile Detention Center. By signing this agreement, the Bidder is stating that it will keep all Confidential Information (as defined in paragraph 4) in strict confidence and only use the Confidential Information on the Project identified herein. Further the Bidder warrants that its employees, partners, subcontractors, agents, and clients (collectively hereinafter the "Bidder") will be similarly bound by this agreement, or by other similar constraints of confidentiality.

2. Disclosure

The Bidder shall not publish, or make and/or retain copies or disclose to any third party, any Confidential Information furnished to the Bidder except to such extent as may be necessary to carry out the Bidder's duties under this agreement and except to the extent that disclosure is required by judicial process in a legal proceeding, in which event Bidder will provide to the County notice of the request or demand to disclose Confidential Information.

Within ten (10) days after award and/or completion of the IFB, or upon demand by the County, all Confidential Information, including all photographs, sketches, models, and drawings related to the design, layout and operation of said project shall be destroyed and files deleted from all of the Bidder's web sites and electronic devices (including but not limited to computers, cellular phones, etc.). Bidder shall also verify that all Confidential Information provided to partners, subcontractors, agents and clients has

been destroyed. The successful Bidder shall destroy all Confidential Information within ten (10) days after final Project completion.

3. Indemnification

Bidder agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the acts of Bidder, its subcontractors or its respective agents, servants, or employees or such parties' related to said Confidential Information.

4. Confidentiality

A. "Confidential Information" as outlined herein shall be used in strict confidence solely for the purpose allotted under this agreement and shall not be disclosed by the Bidder, its employees, partners, subcontractors, agents, or clients to a third party without the prior written consent of the County with the exception of the following;

- It was already in the possession of the receiving party;
- It is learned from or becomes publicly disclosed by a source with legal right to use and disclose same
- It is identical to information which was developed by the receiving party independently of any Confidential Information received from the other party.

B. Confidential Information means all information relating to the plans, specifications, design, layout, scheduling and operation of said Project.

5. Governing Law

This agreement validity, construction and effect shall be governed under the substantive law of the Commonwealth of Virginia. Bidder expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia.

6. Entire Agreement

The governing terms and conditions of this agreement are expressly limited to the terms and conditions contained in this Agreement. This agreement constitutes the complete integration of all oral and written documents, is the entire and final agreement between the parties and **may be amended only in writing signed by authorized officials of both parties.**

7. Authority to Bind Firm in Agreement

Person signing Agreement will show title or authority to bind the firm in an agreement. Name and authorized signature must appear below. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

AGREED AND ACCEPTED BY:

By: _____

Name (printed): _____

Title: _____

Date: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____ to-wit:

Acknowledged before me this ____ day of _____, 2020.

Notary Public

Registration No.: _____

My Commission Expires: _____