ADDENDUM #1 – Sylvania AM Building Renovation

Addendum Dated: 07/19/2019

PURPOSE: The purpose of this Addendum #1 is to provide the confidentiality agreement to receive condition reports related to this RFP. Those who return at, or prior to the pre-proposal (7/26/2019) will receive a USB with this information on it. Please e-mail early responses to Robert Lowe at robert.lowe3@pcc.edu.

The document follows this cover sheet and is attached.

End of Cover Sheet for Addendum #1
CONFIDENTIALITY AGREEMENT

Date: 7/19/2019

RE: Sylvania AM Building Renovation RFP

The Contractor agrees to the following:

CONFIDENTIAL INFORMATION: Contractor acknowledges that it or its employees, sub-contractors or agents is being provided with confidential information of College or College’s clients. Any and all information provided by College and marked confidential, or identified as confidential in a separate writing, that becomes available to Contractor or its employees, sub-contractors or agents shall be deemed to be confidential information of College (“Confidential Information”). Any reports or other documents or items including software, that result from Contractor’s use of the Confidential Information and any Work Product that College designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by College to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor’s possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than the College without the obligation of confidentiality; (e) is disclosed with the written consent of the College; or (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

a. NON-DISCLOSURE. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the College, and to advise each of its employees, sub-contractors and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist the College in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise the College immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with the College in seeking injunctive or other equitable relief in the name of the College or Contractor against any such person. Contractor agrees that, except as directed by the College, Contractor will not at any time disclose, directly or indirectly, any Confidential Information to any person, and that at the College’s request, Contractor will turn over to the College all documents, papers, and other matter in Contractor’s possession that embody Confidential Information.

b. INJUNCTIVE RELIEF. Contractor acknowledges that breach of this Agreement, including disclosure of any Confidential Information, will give rise to irreparable injury to the College that is inadequately compensable in damages. Accordingly, the College may seek and obtain injunctive relief against the
breach or threatened breach of this Agreement, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the College and are reasonable in scope and content.

**Contractor:**

Firm/Company Name: ____________________________

Physical Address: ____________________________

City, State, Zip: ____________________________

Signature: ____________________________

Name: ____________________________

Title: ____________________________

Email Address: ____________________________

Phone: ____________________________