



May 3, 2022

ADDENDUM No. 3 TO ALL OFFERORS:

Request for Proposal: RFP NO. 2387

Description: Architectural and Engineering Services

RFP Dated: April 8, 2022

For Delivery To: Alexandria City Public Schools (ACPS)

RFP Proposals Due: May 19, 2022, 11:00 AM EST

THE RFP IS HEREBY BEEN MODIFIED AS FOLLOWS:

- BIDDERS INTERESTED IN OBTAINING THE 1703 N. BEARUEGARD FLOOR PLANS AND STRUCTURAL INFORMATION PLEASE SIGN THE ATTACHEHD NON-DISCLOSURE AGREEMENT AND FORWARD TO MY EMAIL ADDRESSED AT lander.napper@acps.k12.va.us . ONCE RECEIVED I WILL SEND A LINK TO ACCESS THE FLOOR PLANS AND INFORMATION.
- SEE NON-DISCLOSURE AGREEMENT
- ANSWERS TO QUESTIONS ARE FORTHCOMING

Note: A signed acknowledgment of this addendum should be received at the location indicated on the RFP either prior to the due date and hour or attached to your response. Signature on this addendum does not substitute for your signature on the original RFP document. The original RFP document must be signed.

Best Regards,

Lander Napper
Buyer II

Name of Firm/Contractor

Authorized Signature/Title

Date

Non-Disclosure Agreement

_____ (“Vendor”) regarding Request for Proposal No. 2387 Architectural and Engineering Services will have access to confidential and/or proprietary information of Alexandria City Public Schools (ACPS) and affiliated entities. Confidential and/or proprietary information include information which has been so identified by Alexandria City Public Schools or information which by the nature of the circumstances surrounding the disclosure ought in good faith be treated as proprietary or confidential, including, but not limited to, the request for proposals, information in any format (including electronic) regarding the ACPS events, volunteers and participants, including names, identification numbers, addresses and payment information, information systems structure and configuration, and financial reports, insurance information, and other proprietary information (“Confidential Information”).

(1) Vendor agrees to take all commercially reasonable security measures to monitor, maintain, and protect Confidential Information;

(2) All Confidential Information shall be kept in full confidence and shall not be released or used by Vendor outside the scope of Vendor’s services or evaluation for services for Alexandria City Public Schools;

(3) At the time Vendor’s services for Alexandria City Public Schools conclude, or upon re-quest of Alexandria City Public Schools, Vendor hereby agrees to return to Alexandria City Public Schools all documents, materials, and other matter generated by or for Vendor that contains Confidential Information and/or other proprietary information, except as otherwise required by law;

(4) If Vendor or its employees may be required by law or court order to disclose any confidential information or if any Confidential Information is compromised or disclosed inappropriately, Vendor shall provide immediately to Alexandria City Public Schools written notice of the matter and shall permit Alexandria City Public Schools to take all reasonable actions to prevent or limit disclosure of any information;

(5) Vendor must require any proposed subcontractors, partners, consultants or other third parties to execute this Non-Disclosure Agreement prior to releasing any Confidential Information to them. Vendor shall provide a list of such partners and consultants to Alexandria City Public Schools.

(6) Vendor shall ensure that all of its employees are familiar with and comply with this Agreement; and

(7) Vendor acknowledges that any breach of this Agreement will result in irreparable injury for which money damages would not fully compensate Alexandria City Public Schools. If there is a breach, Alexandria City Public Schools shall be entitled, in addition to all other rights and remedies available, to seek to have injunctive relief issued by a court of competent jurisdiction.

Vendor agrees to abide by the above terms and conditions regarding Alexandria City Public Schools confidential and/or proprietary information. The individual whose signature appears below warrants and represents that he or she is authorized to sign on behalf of and legally bind

Vendor.

Name: _____ Title: _____

Signature: _____