

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Request for Proposal #23-10-KL Security Guard Services

THIS AGREEMENT is entered into by and between the **County of Berks** with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter “County”) and _____ with offices at _____ (hereinafter “Vendor”).

WHEREAS, the County owns and operates the following facilities:

Berks County Services Center and Courthouse, located at 633 Court Street, Reading, PA 19601, Agricultural Center, located at 1238 County Welfare Road, Leesport, PA 19533, Berks Heim, located at 1011 Berks Road, Leesport, PA 19533;

WHEREAS, the County leases space for the following facilities:

Magisterial District Court 23-2-01, 441 Morgantown Road, Reading, PA 19611, Magisterial District Court 23-1-02, 1150 Muhlenberg Street, Reading, PA 19602, and Magisterial District Court 23-3-09, 2312 Fairmont Avenue, Suite 500, Reading, PA 19605;

WHEREAS, the foregoing shall be hereafter known collectively as the “County Facilities”; and

WHEREAS, the Vendor desires to obtain schedules for security services as well as documentation that details the layout, security systems, infrastructure of said County Facilities as well as housing of equipment within said County Facilities for the sole purpose of compiling and submitting a Request for Proposal to provide security guard services.

NOW, THEREFORE, the County and Vendor hereby agree as follows:

1. Purpose

The purpose of this agreement is to allow the Vendor access to view the County Facilities as well as drawings detailing the layout of said County Facilities for the sole purpose of compiling and submitting Request for Proposal# 23-10-KL to provide security guard services at County Facilities. This agreement is intended to ensure the safety and security of these facilities. By signing this agreement, the Vendor is stating that it will keep all Confidential Information (as defined in paragraph 5) in the strict confidence and only use Confidential Information on the specific named project herein. Further the Vendor warrants that its partners, subcontractors, and clients will be similarly bound by this agreement, or by other similar constraints of confidentiality.

2. Disclosure

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

3. Indemnification

Vendor agrees to defend (with counsel reasonably acceptable to the County), 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 negligent acts of Vendor, its subcontractors or its respective agents, servants, or employees or such parties’ related to access to or entry upon the County Facilities or use of said Confidential Information.

4. Confidentiality

“Confidential Information” as defined herein shall be used in strict confidence solely for the purpose allotted under this agreement and shall not be disclosed by the Vendor, its agents, clients, employees or clients to a third party without the prior written consent of the County. For purposes of this Agreement, Confidential Information means plans, drawings, schematic diagrams, and any other information relating to the design, layout and operation of the County Facilities.

5. Governing Law

This agreement validity, construction and effect shall be governed under the substantive law of the Commonwealth of Pennsylvania without the giving effect to any choice of law provision.

6. Entire Agreement

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and the County’s Request for Proposal# 23-10-KL. 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.**

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2023

BY:

County of Berks

Vendor: _____

By: _____

By : _____

Attest: _____

Title: _____