

December 4, 2018

TO: All Bidders

SUBJECT: **Invitation to Bid** – Foxconn’s Industrial Construction Work Phase 1, Area 1 of
Wisconn Valley Science and Technology Park, Mount Pleasant, WI

REFERENCE: **Bid Release 3c** –Power Substation (PSS)
Job No. V08108

Bid Release 3c

Bid Package #	DESCRIPTION
01J	Materials Testing for Power Substation
01K	Third Party Commissioning Work
03A	Concrete Work
03B	Precast Concrete Work
05A	Miscellaneous Metals Work
06A	Building Enclosure and Interiors Work
23A	Mechanical and Plumbing Work
26A	Electrical Work
26B	Long Lead Electrical Equipment
32C	Landscaping Work

You are hereby invited to submit your firm’s Lump Sum Proposal for the above-referenced work in accordance with the appropriate bid package, drawings and specifications (prepared by Jacobs and their consultants Sigma and GRAEF) and all other applicable contract documents. All bidders are required to complete prequalification with M+W | Gilbane prior to submitting their proposal.

PROJECT DESCRIPTION:

Phase 1 Area 1 consists of approximately 1,000 acres of site work and the construction of multiple buildings. Phase 1 Area 1 site work started in April 2018. This bid release includes the power substation.

I. IMPORTANT DATES

- Drawing posting date is postponed pending design completion. A revised bid schedule is forthcoming and will be posted once available.
- A Pre-Bid Conference and Matchmaking Session was held on Wednesday, November 14, 2018 at the SC Johnson iMET Center, Auditorium room 104, 2320 Renaissance Blvd, Sturtevant, WI 53177

If your firm is interested in bidding one of the above reference bid packages, please return the attached notification form and Non-Disclosure agreement. Non-Disclosure agreement must be signed and return to M+W | Gilbane before access to the Project Documents can be granted.

IV. PREQUALIFICATION AND SUBMITTING PROPOSALS

Bidders are reminded of the following:

- Interested bidders must execute and return Non-Disclosure Agreement before access to project documents can be granted.
- All bidders MUST prequalify with M+W | Gilbane at www.ibidpro.com prior to submitting a bid. Questions regarding the prequalification application process should be directed to Stephanie Mueller at (414) 287-2600 smueller@gilbaneco.com.
- A ten percent (10%) bid bond is required with the bid. Bid Bond to be drawn in favor of M+W | Gilbane a Joint Venture.
- PROPOSAL FORMS SHALL BE SUBMITTED THROUGH THE BIDDERS PREQUALIFICATION ACCOUNT AT www.ibidpro.com.
- Ibidpro accounts are company specific, not user specific. Bidders must use the same profile to bid as their prequalification account.

If you have any questions or desire additional information, please contact the undersigned at (414) 287-2600.

Sincerely,

M+W | GILBANE

Stephanie A. Mueller

Stephanie Mueller
Chief Purchasing Agent



**Foxconn's Industrial Construction Work Phase 1, Area 1 of
Wisconn Valley Science and Technology Park**

Invitation to Bid Response Form BR3c

If you are **interested** in bidding, please indicate below, and return this page, along with the confidentiality agreement, and email to smueller@gilbaneco.com

Company Name: _____ Phone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ Email: _____

Representative: _____

I am interested in bidding as a Prime Contractor (will be submitting a complete bid for a specific Bid Package)

Yes: _____

Bid Package No(s). _____

I am interested in bidding as a Sub-Contractor (will NOT be submitting a bid based on complete bid package scope of work – My firm would like to pair up with and provide quotes to the Prime bidders)

Yes: _____ Service(s) Provided _____

Wisconsin Based Company _____

Racine County Based Company _____

Targeted Business Certification

Minority-Owned (MBE) _____

Women-Owned (WBE) _____

Veteran-Owned _____

Non-Disclosure Agreement attached Yes: _____

MUTUAL NON-DISCLOSURE AGREEMENT

Project Name: Wisconsin Valley Science & Technology Park Phase 1_(the “Project”)

This Mutual Nondisclosure Agreement (“Agreement”) is made and entered into by and between M+W U.S., Inc., and including all of M+W U.S., Inc.’s affiliates (“M+W”), Gilbane Building Company (Gilbane), M+W | Gilbane a Joint Venture and _____ (“Company”), effective as of _____, 2018 (the “Effective Date”). M+W, Gilbane and Company may collectively be referred to herein as “Parties” or individually as “Party.”

WHEREAS, Company and M+W|Gilbane desire to evaluate and engage in discussions concerning proposals, bids or estimates and for M+W|Gilbane to place (or receive) orders or enter into agreements with Company, should the Parties decide to do so, and in connection with such discussions, M+W|Gilbane may disclose to Company certain technical or business information (whether received from another Project participant, Project Owner or acquired independently), all of which which M+W|Gilbane hereby deems to be confidential and/or proprietary on the terms and subject to the conditions set forth in this Agreement. In addition, Company may disclose certain technical or business information (whether received from the Project Owner, another Project participant, M+W|Gilbane or acquired independently) which Company may decide to designate for treatment as confidential and/or proprietary on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, “CONFIDENTIAL INFORMATION” means any and all information disclosed (whether prior to the Effective Date, on the Effective Date or after the Effective Date) by M+W|Gilbane respective representatives, either directly or indirectly, in writing, orally or by drawings or observation of tangible objects such as documents, prototypes, samples, products and facilities, including, but not limited to, trade secrets, know-how and other intellectual property or information relating to either Party’s business, operations, products, technology, together with any and all analyses or other documents prepared by either Party that contain or otherwise reflect any of the disclosed information. Such information disclosed by Company may also be deemed to be CONFIDENTIAL INFORMATION, but only to the extent identified as such in writing by Company in accordance with this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Company and M+W|Gilbane each desire to share in confidence some or all of such “CONFIDENTIAL INFORMATION” in each Party’s possession. The Party providing the CONFIDENTIAL INFORMATION in each case is called the “PROVIDER”, the Party receiving the CONFIDENTIAL INFORMATION is called the “RECIPIENT”.

Unless otherwise designated in writing by M+W|Gilbane as Non-Confidential Information, all information provided to Company by M+W|Gilbane shall be deemed to be CONFIDENTIAL INFORMATION and shall be treated as such by Company in accordance with this Agreement, regardless of whether the information is in written, oral, visual or other form and regardless of the medium by/in which it is transmitted or contained.

In the event that Company intends to deem certain information disclosed by it to M+W|Gilbane hereunder to be “CONFIDENTIAL INFORMATION”, then Company shall designate all CONFIDENTIAL INFORMATION as such in writing, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such CONFIDENTIAL INFORMATION is disclosed to M+W|Gilbane. In the event Company CONFIDENTIAL INFORMATION is orally or visually disclosed by Company to the M+W|Gilbane, it shall also be covered by this Agreement if (a) at the time of disclosure, Company notifies M+W|Gilbane, of its

confidential nature and (b) within ten (10) days after such disclosure, the Company delivers to the RECIPIENT a written document describing such CONFIDENTIAL INFORMATION, referencing the place and date of such disclosure and identifying the names of the employees or officers of the M+W|Gilbane, to whom such disclosure was made and the names of the employees or officers of the Company from whom such disclosure was given.

Because all information of M+W|Gilbane is deemed to be CONFIDENTIAL INFORMATION hereunder unless designated otherwise in writing, Company shall require any and all third parties to whom it discloses any information relating Company obtains from M+W|Gilbane to agree in writing to maintain the confidentiality of the disclosed CONFIDENTIAL INFORMATION in accordance with the terms of this Agreement. Company shall include this requirement in any and all bid documents and/or contracts with its sub-tier contractors or consultants, and Company shall be liable for any unauthorized disclosures of M+W|Gilbane CONFIDENTIAL INFORMATION by Company's sub-tier contractors or consultants.

All CONFIDENTIAL INFORMATION disclosed by a PROVIDER under this Agreement shall be used by the "RECIPIENT and its authorized third party consultant(s), if any, only for the purpose of the Project (RECIPIENT and its authorized third party consultants, if any, shall not disclose CONFIDENTIAL INFORMATION received from PROVIDER). RECIPIENT and its authorized third party consultant(s), if any, shall use the same degree of care to prevent disclosure of the CONFIDENTIAL INFORMATION of PROVIDER, which RECIPIENT uses to safeguard its own most valuable proprietary information, but in no event less than a reasonable degree of care for such information. The RECIPIENT shall not reverse engineer, disassemble or decompile any prototype, software program, process, product or other item that embody the CONFIDENTIAL INFORMATION of PROVIDER.

Notwithstanding anything to the contrary herein, the obligations of the RECIPIENT hereunder shall not apply to any CONFIDENTIAL INFORMATION of PROVIDER, which (a) was in the public domain at the time it was disclosed or is subsequently made available to the general public without restriction by PROVIDER and consequently without breach of this Agreement by RECIPIENT; (b) the RECIPIENT can demonstrate was, at the time of disclosure by the PROVIDER, already in RECIPIENT's possession; (c) was obtained by the RECIPIENT from a third party without a breach of such third party's or RECIPIENT's obligations of confidentiality to the PROVIDER; (d) the RECIPIENT can demonstrate was independently developed by RECIPIENT without use of or reference to PROVIDER's CONFIDENTIAL INFORMATION; or (e) is not identified as material considered proprietary at the time it is provided.

THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." PROVIDER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS SUFFICIENCY, ACCURACY, OR COMPLETENESS FOR ANY PURPOSE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNLESS THERE IS AN UPSTREAM NONDISCLOSURE AGREEMENT THAT PROVIDES OTHERWISE, IN NO EVENT SHALL RECIPIENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF RECIPIENT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

All CONFIDENTIAL INFORMATION and any Derivatives (defined below) thereof, unless otherwise specified in writing remains the property of the PROVIDER. RECIPIENT acquires no rights or licenses in the intellectual property of PROVIDER including, but not limited to, patents, trademarks, copyrights or service marks under this Agreement or through any disclosure hereunder, except the limited right to use such CONFIDENTIAL INFORMATION in accordance with this Agreement. For purposes of this Agreement, "Derivatives" means: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws.



101 W. Pleasant Street Suite #104
Milwaukee, WI 53212
Telephone (414) 287-2600.

This Agreement, and all rights and obligations of the Parties under this Agreement shall terminate five (5) years from the Effective Date of this Agreement (“Disclosure Period”), unless the Parties have entered into a definitive agreement that extends the obligation.

The RECIPIENT promptly shall return or destroy upon request, and verify in writing the completeness of the Confidential Information returned or the destruction of, all tangible material embodying Confidential Information (in any form and including, *without limitation*, all summaries, copies and excerpts of Confidential Information and all electronic media or records containing or derived from Confidential Information) upon the earlier of (i) the completion or termination of the dealings between the PROVIDER and the RECIPIENT, or (ii) the PROVIDER’s written request. Upon request by the PROVIDER, the RECIPIENT shall provide a written certificate of such destruction signed by an officer of the RECIPIENT. The confidentiality obligations set forth herein shall survive any such return or destruction of Confidential Information.

The RECIPIENT acknowledges that Confidential Information is unique and valuable, and that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the PROVIDER for which monetary damages may be difficult to ascertain or be an inadequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the PROVIDER may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

Miscellaneous

- a. This Agreement supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement. This Agreement may not be amended, modified, changed, or discharged nor any obligation waived, in whole or in part, except by an agreement in writing signed by the authorized representatives of the Parties.
- b. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- c. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision
- d. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of the remaining provisions will not be affected thereby.
- e. This Agreement will be governed under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, by signing below, the Parties hereby agree to the above terms and conditions of this Agreement and intend to be legally bound thereby.

M+W|GILBANE

COMPANY

(Signature) (Date)

(Signature) (Date)

(Print or Type name)
