



July 17, 2019

TO: Construction Management Firms

SUBJECT: **Invitation to Request for Proposal** – Foxconn Industrial Internet Co. (“Fii”)

REFERENCE: **Wisconn Valley Science & Technology Park Area 1 – “Fii Building”
Mount Pleasant, WI**

FEWI Development Corporation (“FEWI”) and Foxconn Industrial Internet Co (“Fii”) (“Client”) invite proposals from Construction Management firms to provide construction management services for this project located in Area 1 of the Wisconn Valley Science & Technology Park, Mount Pleasant, WI.

Information regarding this project and scope of services can be found in the FEWI Fii Request for Proposal (“RFP”) dated July 19, 2019. In order to receive a copy of the RFP, interested parties must complete the attached response form and FII USA Inc. Non-Disclosure Agreement (“NDA”). Once these materials are received, the Request for Proposal and all submittal requirements will be provided.

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

On behalf of FEWI and Fii
Sincerely,

Stephanie A. Mueller

Stephanie A. Mueller
Chief Purchasing Agent
Gilbane | Exyte

**Wisconn Valley Science & Technology Park Area 1
Invitation For CM Services RFP - Fii Building**

If you are **interested** in submitting a proposal, please indicate below, and return this page, along with a signed copy of the FII USA Inc. Non-Disclosure Agreement, and email to smueller@gilbaneco.com

Company Name: _____ Phone: _____

Address: _____ Fax: _____

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

Representative: _____

I am interested in proposing as Construction Manager and will be submitting a complete response to the RFP.

Yes: _____

I am interested in partnering on Construction Management services and will NOT be submitting a complete response to the RFP. My firm would like to pair up with and provide quotes to a proposing Construction Management partner.

Yes: _____ Service(s) Provided _____

Wisconsin Based Company _____

Racine County Based Company _____

Targeted Business Certification

Minority-Owned (MBE) _____

Women-Owned (WBE) _____

Veteran-Owned _____

None _____

Signed copy of the FII USA, Inc. Non-Disclosure Agreement attached

Yes: _____

FII USA Inc.

**MUTUAL NON-DISCLOSURE
AGREEMENT**

This Agreement is made this _____ day of _____, 2017 ("Effective Date") by and among FII USA Inc. with its principal place of business at 611 East Wisconsin Avenue, Milwaukee Wisconsin and its affiliated companies and _____ with its principal place of business _____ at _____

and its affiliated companies, hereinafter together referred to as "Parties" or "Party". The Parties hereby agree as follows:

1. Purpose. The Parties intend to engage each other to develop a certain project and from time to time during the project, one Party ("Recipient") may obtain from the other Party ("Discloser") information which is considered by Discloser to be confidential.

2. Subject Matter: The subject matter of the Confidential Information revealed pursuant to this Agreement is: All technical, general business and operations information.

3. Definition. For purposes of this agreement Confidential Information means: any information relating to products, plans, pricing, know-how, data, processes, techniques, designs, drawings, program, formulas or test data, works in process, engineering data, manufacturing data, architectural data, roadmaps, datasheets, reliability data, security data, algorithms, marketing data, financial data, sales data, prices, supplier information, customer information, employee information, investor information, or business information, whether disclosed in oral, written, graphic, or electronic form, which is learned or disclosed in the course of discussions, studies, or other work undertaken between the Parties.

4. Effective Date. This Agreement covers only Confidential Information disclosed from the Effective Date of this Agreement. The term of this Agreement shall be a period of three (3) years from the Effective Date (the "Disclosure Period").

5. Termination. This Agreement will expire on the earlier to occur of: (a) the end of the Disclosure Period, or (b) ten (10) days' written notice by one Party to the other Party. Obligations of confidentiality under this Agreement will survive for three (3) years after the end of the Disclosure Period. Expiration will not affect the survival provisions set forth in Section 22.

6. General Obligation. Subject to Section 8, Recipient shall protect Confidential Information of the Discloser, using at least the same degree of care as Recipient uses to protect its own confidential information, but no less than a reasonable degree of care. Recipient may disclose Discloser's Confidential Information only to its employees, agents, affiliates, and/or contractors who have a need to know such Confidential Information and are bound by obligations of confidentiality under provisions at least as restrictive as those contained in this Agreement.

7. Return Confidential Information. Upon the earlier of termination of this Agreement or receipt of Discloser's written request, Recipient shall cease use of Discloser's Confidential Information. Within ten (10) days of receipt of Discloser's written request, Recipient shall return or destroy all Confidential Information received from Discloser and all copies, reproductions, worksheets, electronic files, memos, records, and any other forms of information derived from Discloser's Confidential Information, provided however, that Recipient may retain a copy of Discloser's Confidential Information (electronically or otherwise) in a confidential and restricted manner for record retention in accordance with its retention policy.

8. Extent of Obligations. Recipient shall only be obligated to protect information that is identified in Sections 2 and 3 of this Agreement; and is either (i) disclosed in tangible form clearly labeled as confidential or proprietary at the time of disclosure; or (ii) disclosed in oral or non-tangible form, identified as confidential at the time of disclosure, summarized in writing as being confidential and delivered to the other Party within 30 days of disclosure.

This agreement imposes no obligation with respect to information that Recipient is able to demonstrate (i) was in the possession of or known by Recipient at the time of its receipt from Discloser; or (ii) is or becomes generally known to the public without violation of this Agreement; or

(iii) is obtained by Recipient from a third party, without an obligation to maintain its confidentiality; or (iv) is independently developed by Recipient without use of Discloser's Confidential information.

Disclosure of Confidential Information is not prohibited if such disclosure is required pursuant to a legal proceeding and prior written notice is given to the other Party.

If Recipient is required to disclose Confidential Information pursuant to a judicial or government order, Recipient will promptly notify Discloser to allow Discloser's intervention in response to such order. Notwithstanding the foregoing, notification will not be necessary where the Confidential Information required to be disclosed is limited to product sales transaction data and is covered by a protective order restricting disclosure to outside counsel and judicial or government personnel.

Each Party will advise the other in writing of any misappropriation or misuse of any Confidential Information of which it becomes aware.

9. Export Regulations. Confidential Information subject hereto may be controlled under U.S. Export Administration Regulations (currently found at 15 C.F.R. Parts 730 through 774 including Supplements thereof) and/or subject to the approval of the U.S. State Department or U.S. Department of Commerce prior to export. Each Party agrees that it will not export or re-export any information it receives under this Agreement *except* in compliance with all applicable export laws and regulations and, if applicable, with express prior authorization from Discloser of that information.

10. Injunction. Recipient acknowledges that any breach of this Agreement may result in irreparable harm to Discloser for which damages, alone, would be an inadequate remedy and therefore, in the event of such breach and in addition to its rights and remedies otherwise available at law, Discloser shall be entitled to seek equitable relief, including injunction.

11. No Other Obligation. No Party has an obligation under this Agreement to sell or purchase any item from another Party.

12. Amendment. This Agreement may be supplemented, amended, or modified only in writing and signed by all Parties.

13. Waiver. No waiver of any clause of this Agreement will be effective unless the waiving Party clearly indicates such intent in writing.

14. Attorney Fees. In any litigation, arbitration, or other proceeding by which one Party seeks to enforce its rights under this Agreement, the prevailing Party will be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

15. The laws of the State of Wisconsin shall govern this agreement and any dispute arising under this Agreement.

16. To the extent that any provision is deemed unenforceable by a court of law, such provision will be considered separable and will not effect any other provision of this Agreement.

17. This Agreement will not be construed as a teaming agreement, joint venture or other business relationship. Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party. This Agreement will inure to the benefit of and be binding on the successors and assigns of each Party.

18. Each Party warrants that it possesses all necessary powers, right, and authority to lawfully make the disclosures subject to this Agreement.

EXCEPT FOR THE FOREGOING LIMITED WARRANTY, NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. THE PARTIES EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

19. No Other Rights. Nothing contained in this Agreement will be construed as granting or conferring any rights, licenses or relationships by the transmission of the Confidential Information.

All Confidential Information will remain the property of Discloser. Recipient agrees not to alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information unless permitted in writing by Discloser. Nothing herein will be

deemed to restrict Discloser's use of its own Confidential Information.

20. Recipient agrees that it may not, for any purposes, use or disclose any Confidential Information arising from or acquired during Disclosure Period except as contemplated by this Agreement.

21. Complete Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of this Agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No Party was induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement. The parties agree that counterparts including fax or email copies shall be treated as originals.

22. Sections, 5, 6, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19 20, 21 and 22 will survive the expiration or termination of this Agreement.

In WITNESS WHEREOF, the Parties have caused this Mutual Non-Disclosure Agreement to be executed by their duly authorized representatives.

By: _____

Name: _____

Title: _____

Date: _____

FII USA, Inc.

By: _____

Name:

Title:

Date: _____