

Notice to Contractors-Calling for proposals.

PROJECT DESCRIPTION: RFP for qualified architectural firm to design and oversee the remodeling of an approximate 4,000 sq. ft. wing of an existing government building, to significantly expand the building's current office space to accommodate growing operational needs while enhancing functionality, accessibility and overall aesthetic appeal. Electronic RFP Bid Packets available once an executed Non-Disclosure is on file on or after April 15, 2025.

RFP-PTG2025-02

DATE/TIME FOR SUBMITTAL OF BID PROPOSAL: May 2, 2025 by 4:00pm at 12705 Pechanga Road, Temecula, CA 92592, Government Center Lobby

BID DOCUMENTS AVAILABLE: Contact Diana Colletti C.P.M., Director of Purchasing. Tel: (951) 770-6100, Fax: (951) 587-8222, Email: dcolletti@pechanga-nsn.gov



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”), made as of the date signed by the below undersigned _____ having a principal place of business at _____ (“Company”), provides for Confidentiality and Non-Disclosure of Confidential Information provided to Company by Pechanga Band of Luiseno Indians, a federally recognized Indian tribe, with its principal place of business at 12705 Pechanga Road, Temecula, CA 92592 (“Client”). The purpose of this Agreement is to bind Company to certain standards for the treatment of information that Company will or may receive in the course of discussions and possible engagement of Company by Client to perform certain work (“Project”). As an express condition to Client retaining the services of Company, the parties agree as follows:

1. Ownership of Documents. Client is the sole owner of all documents, including but not limited to, all original reports, information, studies, summaries, notes, designs, maps, drawings, plans, specifications, surveys, photos, negatives, computer printouts and files, electronic media and work product, and copies thereof, (collectively “Documents”) prepared in connection with or related to the Project performed by Company for Client. Any Documents created by Company pursuant to this Agreement or for Client under Client’s engagement become the exclusive property of Client, who shall have the sole right to control the distribution of such Documents and information. Company shall not use any of the Documents without the prior written approval of Client. Client shall hold all right, title, and interest in all Documents produced under this Agreement.

2. Confidentiality

- a. All information, discussions, and Documents developed or prepared by Company pursuant to any service agreement with Client, or for Client, as well as all information, discussions and documents made available by Client to Company, whether or not they be labeled confidential (collectively, “Confidential Information”), are strictly confidential and shall not be used by Company for any other job or work and shall not be disclosed or discussed with any persons whomsoever, directly or indirectly, in whole or in part, except as required to perform the obligations of Company’s agreement with Client, without Client’s prior written approval. Disclosure by Company to any of its employees or Subcontractors shall be made only to persons who have signed onto this or a similar confidentiality agreement.
- b. Company acknowledges and agrees that Confidential Information includes but is not limited to, all information, discussions, memoranda and all documents made available by Client to Company in anticipation of or during the term of any agreement for provision of services, whether directly related to the services performed thereunder or not.
- c. Company acknowledges and agrees that Confidential Information includes but is not limited to, all information relating to the affairs, operations, functions, finances, customers and activities of Pechanga Band of Luiseno Indians,

Pechanga Resort & Casino or the Pechanga Tribal Government, including any entities of the Pechanga Band.

- d. Company agrees to take any and all action appropriate by instructions, agreement or otherwise to and with all of its employees, representatives or others to whom any Confidential Information may be disclosed in accordance with the terms of its service agreement with Client and agrees to take such protective measures as may be necessary to preserve the confidentiality of the Confidential Information.
- e. Upon expiration or termination of Company's work for Client or upon the request of the Client, Company agrees to return to Client promptly (or delete if in electronic form) all Confidential Information in Company's possession or under its control including any materials or documentation created by it containing or referencing or using in any manner or form whatsoever any Confidential Information and Company shall not retain any copies thereof.
- f. Company agrees and acknowledges that all of the terms and provisions of this section are necessary to preserve the Confidential Information of Client and to avoid any conflict of interest that may arise in the future in connection with Company performing services for any third party.
- g. Company acknowledges and agrees that this Confidentiality and Non-disclosure Agreement shall survive the termination, for any reason, or expiration of Company's services for Client.
- h. The obligation of confidentiality shall not apply with respect to any particular portion of information if:
 - i. It entered the public domain through no fault or action of Company; or
 - ii. It was in Company's possession, free of any obligation of confidence, at the time of Client's communication thereof to Company; or
 - iii. It was rightfully communicated to Company by a third party free of any obligation of confidence subsequent to the time of Client's communication thereof to the Company; or
 - iv. Employees or agents of Company developed such information, independently of and without reference to the Confidential Information and Company has evidence of such independent development.

3. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law, and Client shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

4. Miscellaneous. Should any provisions of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. The waiver by Client of a breach of any provision of this Agreement by Company shall not operate or be construed as a waiver of any other or subsequent breach by Client. This Agreement constitutes the entire agreement with respect to the Confidential Information

defined herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

Company:

By: _____

Name:

Title:

Date: _____