



Division of Administration and Finance
Planning + Design + Construction
PO Box 210186
Cincinnati, Ohio 45221-0186

Insert Date

Re: BID INFORMATION ESCROW AGREEMENT AND AFFIDAVIT

Project No.
Project Name
Contractor Name
Tax I.D.
Quotation No.

Dear Planning + Design + Construction:

1. The Contractor referenced above by signing below, (hereinafter Contractor), agrees to the appointment of Brendamour Moving & Storage (hereinafter Escrow Agent) to hold the Bid Information arising out of the Contract, in compliance with its obligations set forth in the Standard Requirements for Public Facility Construction Subparagraph IB 6.1.10 on the Contract referenced above with the University of Cincinnati, Planning + Design + Construction, (hereinafter University).

In compliance with the University's Notice of Intent to Award and the Standard Requirements the Contractor shall forward its Bid Information within ten (10) business days of receipt of the Notice of Intent to Award to the Escrow Agent at the following address:

Brendamour Moving & Storage
Mayflower Transit
2630 Glendale-Milford Road
Cincinnati, Ohio 45241
Ph. (513) 860-0077

The Contractor shall also return two (2) signed originals of this Bid Information Escrow Agreement and Affidavit to the University.

2. The Contractor certifies that the Bid Information submitted to the Escrow Agent is a trade secret. The Contractor agrees to indemnify the University of the Project for all costs, expenses and damages, including attorney fees, related to any request for disclosure of the Bid Information.
3. The Escrow Agent shall hold the escrowed Bid Information until receipt of a written notice from the Department directing that it be released. Upon receipt of such a notice, the Escrow Agent shall, within one (1) business day, send the Bid Information to the party designated by the University, and in the manner prescribed by the University.

4. If the Escrow Agent should resign prior to the completion of the escrow, it shall deliver the escrowed Bid Information to a Successor Escrow Agent designated by mutual agreement between the University and the Contractor.
5. It is understood that the Escrow Agent shall place the Contractor's Bid Information in its High Security Storage area and shall hold and protect the Bid Information in accordance with the provisions of the Specifications for Handling of Contractor's Bid Information. All costs of the Escrow Agent for receiving, labeling, tracking, storing, retrieving, sending and returning Bid Information shall be paid by the University.
6. The Contractor acknowledges by signing below that it has read and understands the provisions of the Bid Information Escrow Agreement and Affidavit and has personally examined the Bid Information and that it contains all of the documentation used by the Contractor in calculating, preparing and determining its bid.

Insert Name of Contractor
Contractor

UNIVERSITY OF CINCINNATI
Planning + Design + Construction

BY: _____
Authorized Signature

BY: _____
Mary Beth McGrew
Assoc. Vice President, University Architect
Planning + Design + Construction

Name, Title (type or print)