



PIMA COUNTY

PROCUREMENT

**PIMA COUNTY
PROCUREMENT DEPARTMENT
DESIGN AND CONSTRUCTION DIVISION**
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May 26, 2016

ADDENDUM NO. 2

SOLICITATION NO.: 206793

**PROJECT: Community Outreach & Environmental Professional Services
Brownfields Program**

TO POTENTIAL RESPONDENTS:

Be advised of the additions, clarifications and/or changes to the above-referenced Solicitation for Qualifications as stated in the following Addendum.

Questions

Who prepared the County's FY2015 EPA Brownfield Grant applications? Did the County utilize any consultants in preparing the grant application?

Pima County Community Development and Neighborhood Conservation (CDNC) prepared the Grant Application. Yes, CDNC utilized a Consultant in its preparation. The Grant Application is available to Consultants upon receipt of the Nondisclosure Agreement included with this Amendment.

Who were the County's previous consultants for the grants awarded by EPA in 2008 and 2010?

Allwyn Consultants

Who is the previous community outreach/community involvement firm for the previous assessment Grant awarded to Pima County?

Local non-profit agencies assisted with outreach/community involvement.

All other requirements and terms of the Solicitation remain unchanged. Failure to include acknowledgement of all addenda in the introductory letter may be cause for rejection. All questions should be received by 5:00 p.m., June 8th, 2016 to ensure a response, and shall be addressed in writing to Matt Sage, Contracts Officer, via email (Matthew.sage@pima.gov) or fax (520-770-4013).

This addendum is a total of 4 pages.

If there are any questions, please do not hesitate to contact me via e-mail at matthew.sage@pima.gov or fax (520) 770-4013.

/s/ Matt Sage
Matthew Sage
Contracts Officer

NON-DISCLOSURE AGREEMENT
Confidential Information

This Agreement is entered into this _____ day of _____, 2016 by and between _____

_____ whose principal place of business is
Receiving Company's Name

_____ Receiving Company's Address

(hereinafter "Recipient") and Pima County, Arizona, a body politic, whose principal place of business is 130 W. Congress, Tucson, Arizona (hereinafter "County").

RECITALS

WHEREAS Pima County was awarded an Environmental Protection Agency (EPA) Brownfields Assessment Cooperative Agreement, Grant Number 99T36101; and

WHEREAS in order to receive the Grant Agreement, County prepared the Pima County Brownfields CWA "Southside" 2016-2018 Work plan, which is considered confidential for reasons due to the competitiveness of Brownfields Grants (hereinafter "Confidential Information"); and

WHEREAS the Recipient wishes to receive disclosure of the Confidential Information; and

WHEREAS County is willing to disclose the Confidential Information and Recipient is willing to receive the Confidential Information on the terms and conditions set forth herein.

NOW THEREFORE, in consideration for the mutual undertakings of the County and the Recipient under this Agreement, the parties agree as follows:

1. **Disclosure/Purpose.** County agrees to disclose, and Recipient agrees to receive, the Confidential Information for the sole purpose of allowing Recipient to develop a response relating to Solicitation for Qualifications No. 206793.

2. **Confidentiality.**

2.1 **Scope of Confidential Information.** All Confidential Information disclosed by County to the Recipient under this Agreement shall be:

- A. Disclosed in writing;
- B. Clearly identified as Confidential Information at the time of its disclosure by each page thereof being marked with an appropriate mark indicating that the information is deemed confidential by County.

2.2 **No Unauthorized Use.** Recipient agrees not to use the Confidential Information except for the purpose set forth in paragraph 1 of this Agreement. Once Recipient has fulfilled the purposes of retaining the Confidential Information, it shall return to County all Confidential Information.

Recipient shall further at that time either destroy or deliver to County any copies of the Confidential Information it created. Upon County's written request, Recipient shall certify in a written, signed document that it has returned to the County all Confidential Information and destroyed or delivered to County any copies of the Confidential Information it created.

2.3 **Protection of Secrecy.** Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain, or into the possession of unauthorized persons. The standard of care for protecting Confidential Information imposed on Recipient, will be that degree of care Recipient uses to prevent disclosure, publication or dissemination of its own confidential information. Only those Recipient officers, employees, agents and contractors (collectively, "Sub-recipients") with an absolute need to view the Confidential Information for the purposes set forth in paragraph 1 above may be authorized by Recipient to receive the Confidential Information. Before disclosing any Confidential Information to those Sub-recipients authorized to receive and use Confidential Information, Recipient shall advise each such Sub-recipient of Recipient's obligations under this Agreement and require each such Sub-recipient to maintain those obligations.

3. **Limits on Confidential Information.** Confidential Information shall not be deemed confidential and the Recipient shall have no obligation with respect to such information where the information:

- 3.1 was known to Recipient prior to receiving any of the Confidential Information from County;
- 3.2 has become publicly known through no wrongful act of Recipient;
- 3.3 was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- 3.4 was independently developed by Recipient without use of the Confidential Information; or
- 3.5 was ordered to be publicly released by the requirement of a court or government body.

4. **Limit of Liability.** Recipient shall not be liable for the inadvertent or accidental disclosure of Confidential Information if such disclosure occurs despite the exercise of the same degree of care as Recipient normally takes to preserve its own data or information.

5. **Ownership of Confidential Information.** Recipient agrees that all Confidential Information shall remain the property of County. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information.

6. **Term and Termination.** The obligations of the Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential or Recipient's use is completed and Recipient has returned the information and destroyed/delivered the copies.

7. **Injunctive Relief Available.** Any breach of this Agreement may result in irreparable injury and monetary damages may not be an adequate remedy for that injury. In the event of a breach or threatened breach or intended breach of this Agreement by the Recipient, County, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to specific performance of this Agreement, or preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

8. **Survival of Rights and Obligations.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) County, its successors, and assigns; and (b) Recipient, its successors and assigns.
9. **Governing Law.** Recipient shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within the Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply, but do not require an amendment.
10. **Obligations Not Transferable.** The rights and obligations to the parties under this Agreement may not be sold, assigned or otherwise transferred.
11. **Entire Agreement.** This Agreement expresses the sole and entire agreement among the parties as it pertains to the Confidential Information and supersedes all prior discussions, representations, and understandings regarding that subject matter.
12. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation under A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

RECIPIENT

Authorized Officer Signature

Printed Name and Title