



JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
Karen J. Stewart, MBA, Chief Business Officer

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RFP Number: RFP 22-019/KJS

RFP Title: Grant Application and Administration Services for
Community Development Block Grant-Mitigation (CDBG-
MIT) for Jefferson County Drainage District No. 6.

RFP Originally Due: 2:00 PM, CST, Thursday, August 18, 2022

Addendum No.: 1

Issued (Date): August 9, 2022

TO BIDDER: This Addendum is an integral part of the RFP package under consideration by you as a proposing firm in connection with the subject matter herein identified. Jefferson County deems all sealed responses to have been proffered in recognition and consideration of the entire RFP package – including all addenda. For purposes of clarification, receipt of this present Addendum by a proposing firm should be evidenced by returning it (signed) as part of the proposing firm's sealed response. If the firm's sealed response has already been received by the Jefferson County Drainage District No 6 Purchasing Department, Proposer should return this addendum in a separate sealed envelope, clearly marked with the RFP Name, RFP Number. The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.

Reason for Issuance of this addendum: to include ATTACHMENT M: NON-DISCLOSURE AGREEMENT

Page 12, (Section 2.6 Submission Requirements), subsection I, of the RFP References: Non-Disclosure Agreement Vendor References Signature Page (See, Attachment M). Attachment M was not originally included and is here by incorporated by Addendum.

All addendums will be posted on the DD6 website at <https://dd6.org/departments/purchasing/notices-for-bid/>

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder:

ATTEST:

Authorized Signature (Bidder)

Witness

Title of Person Signing Above

Witness

Typed Name of Business or Individual

Approved by ____ Date: ____

Attachment M: Non-Disclosure Agreement

In consideration of the District retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the District or any selected District agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the District, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the District, and then only in accordance with explicit written instructions from the District. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the District.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the District.
3. Consultant agrees to maintain the confidentiality of all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the District's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to District upon the first to occur of; (a) completion of the project, or (b) request by the District.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the District to immediately terminate the Agreement upon written notice to Proposer for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the District elects to terminate the Agreement upon the breach hereof, the District may require Consultant to pay to the District the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty but is intended to be a reasonable estimate of the amount of damages to the District in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Proposer Must Return This Page With Offer