



**CITY OF HOUSTON**  
FINANCE DEPARTMENT  
Strategic Procurement Division

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Mayor

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January 25, 2016

**To: ALL PROSPECTIVE PROPOSERS**

**Subject: Enterprise Legal Management (ELM) Software – Addendum No. 6**

**Reference: Request for Proposal (RFP) No. S67-T25606**

1. To notify All Prospective Proposers that SQL demo Presentation provided Wednesday, January 20, 2016; will be made available upon vendor's written request and submission of signed Confidentiality and NonDisclosure Agreement (NDA) to the City.

If you have additional questions or require further clarification please contact Division Manager, Brenda Chagoya at (832) 393-8723 or via email [brenda.chagoya@houstontx.gov](mailto:brenda.chagoya@houstontx.gov)

When issued, Letter(s) of Clarification shall automatically become a part of the proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the proposers to ensure that it has obtained all such letter(s). By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this proposal.



# CITY OF HOUSTON

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

### This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

("Agreement") between the City of Houston, Texas ("City") and the Proposer is made effective on the date signed by the Proposer. The Parties agree as follows:

1. In order for Proposer to provide information in connection with the City of Houston Request for Proposal for Integrated Enterprise Legal Management Software, Solicitation No. S67-T25606 ("RFP"), it may become necessary for Contractor to receive or have access to specifications, designs, plans, drawings, software, software databases, data prototypes, or other technical or business information of the City that either existed before performance of work or was subsequently developed independent of the parties performance of contract obligations ("Confidential Information"), which is considered proprietary, attorney-client privileged, information protected by the work-product doctrine, and held confidential by the City and deemed confidential as a matter of law or court order.

2. The Contractor shall hold the Confidential Information in confidence, as attorney-client privileged and work-product information, and protect it in accordance with the security regulations by which it protects its own proprietary, privileged, or confidential information, but in no event less than a reasonable level of care.

3. The Proposer shall have no obligation to preserve the proprietary nature of any Confidential Information that:

- (a) was previously known to be free and clear of any obligation to keep it confidential;
- (b) is disclosed to third parties by the City without restriction;
- (c) is or becomes publicly available by other than unauthorized disclosure;
- (d) is independently developed by Proposer; or
- (e) is disclosed in response to requests made under the Texas Public Information Act or a court order.

4. All Confidential Information owned by City and furnished to the Proposer under the RFP is the property of City, and unless otherwise expressly provided in a writing signed by the City Attorney or designee (“City Attorney”), the Proposer shall:

- (a) use the Confidential Information for the sole and limited purpose of providing responses to the RFP;
- (b) not reproduce or copy Confidential Information except as authorized under this Agreement unless the City Attorney otherwise agrees in writing;
- (c) not use the Confidential Information to develop other products respond to any other solicitations issued by any other entity; and
- (d) not remove Confidential Information from the United States.

5. The Proposer further agrees to disclose the Confidential Information only to its employees, consultants or agents whose services are required in furtherance of the RFP response, and to require each of its employees, consultants or agents to strictly comply with the terms of this Agreement prior to disclosure of such Confidential Information to them.

6. Without the express written consent of the City Attorney, the Proposer shall not make any additional copies of the Confidential Information other than as reasonably required to evaluate the Confidential Information and provide a response to the RFP. The Proposer shall, within ten (10) days after written request by the City Attorney, termination or cancellation of the RFP or notification that Proposer has not been awarded a contract under the RFP, whichever is sooner, return or destroy all documents and tangible media in its possession which contain any part of the Confidential Information disclosed to the Proposer by the City under this Agreement.

7. THE CITY PROVIDES CONFIDENTIAL INFORMATION ON AN AS-IS BASIS ONLY AND DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED AS A GRANT OF ANY RIGHT, TITLE OR INTEREST IN ANY CONFIDENTIAL INFORMATION, COPYRIGHT, LICENSE, PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHT.

8. The obligations under this Agreement shall expire five (5) years from the effective date.

9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or the remaining provisions of the Agreement.

10. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas without regard to its conflicts of laws rules. The Proposer agrees to submit irrevocably to the exclusive jurisdiction of the federal and state courts located in Harris County, Texas with respect to any suit, claim, action or proceeding arising out of or in connection with this Agreement. The Proposer waives any objection it may have to venue at such location.

11. Each Party agrees that its obligations and covenants provided in this Agreement are necessary and reasonable in order to protect the City, and each Party expressly agrees that monetary damages would be inadequate to compensate the City for any breach by the Proposer of its obligations and covenants set forth in this Agreement. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the City and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the City shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Proposer, without the necessity of proving actual damages.

AGREED AND ACCEPTED:

\_\_\_\_\_  
Proposer Company:  
Signatory Name:  
Title:

\_\_\_\_\_  
Date