

**GOLDEN GATE BRIDGE CONTRACT
SEISMIC RETROFIT PHASE IIIA**

**ENVIRONMENTAL COMPLIANCE MONITORING SERVICES
RFQ/RFP NO. 2006-B-5**

**NON-DISCLOSURE AGREEMENT
FOR RELEASE OF SECURITY SENSITIVE INFORMATION
FOR NEGOTIATION PURPOSES**

This Non-Disclosure Agreement for Negotiation Purposes (“NON-DISCLOSURE AGREEMENT”) is made as of this ____ day of _____, 2008, between the Golden Gate Bridge, Highway and Transportation District (“DISTRICT”) and _____ (“PROPOSER”).

WHEREAS, as part of the Golden Gate Bridge Seismic and Wind Retrofit Project, DISTRICT will undertake construction of the Golden Gate Bridge Seismic Retrofit Phase IIIa, North Anchorage Housing/North Pylon contract (“Project”); and

WHEREAS, DISTRICT now desires to obtain professional environmental compliance and monitoring services (ECMS) in conjunction with Project, and has issued a Request for Statement of Qualifications and Proposal, RFQ/RFP No. 2006-B-5, dated _____, 2008; and

WHEREAS, PROPOSER, as a prime consultant or a subconsultant, participates in a proposal (“PROPOSAL”) submitted in response to the DISTRICT’s RFQ/RFP No. 2006-B-5, and

WHEREAS, as part of the consultant selection process in connection with RFQ/RFP No. 2006-B-5, DISTRICT has invited PROPOSERS listed in PROPOSAL for an interview.

WHEREAS, if DISTRICT enters into contact negotiations with prime PROPOSER in connection with RFQ/RFP No. 2006-B-5, DISTRICT may make available certain Security Sensitive Information, as defined below, and allow access to Restricted Areas, as defined below, to CONSULTANT to be used for the purpose of negotiating the contract with DISTRICT and no other purpose (“Disclosure Purposes”) subject to the terms and conditions of this NON-DISCLOSURE AGREEMENT.

WHEREAS, the disclosure of Security Sensitive Information to unauthorized parties may cause irreparable damage to DISTRICT and the public.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this NON-DISCLOSURE AGREEMENT, the parties agree as follows:

1. Definition of “Security Sensitive Information”. “Security Sensitive Information” means the Contract Documents for construction the Phase IIIA Seismic Retrofit Project, Record Drawings, Reports and Studies together with all documents related to the Phase IIIA Seismic Retrofit Project, including specifications, drawings, photographs, plans, designs, and data concerning District’s

bridge and associated facilities as stamped or otherwise denoted by the District as Security Sensitive Information. Security Sensitive Information also includes information derived from access that the District provides to PROPOSER to view, observe, and inspect District facilities that are not open to and not accessible to the public (“Restricted Areas”), and any and all sketches, notes, and narratives taken or prepared by PROPOSER of Restricted Areas. PROPOSER is prohibited from taking photographs of any District Restricted Areas.

2. Geographic Limits. No Security Sensitive Information shall be sent, shipped, mailed or e-mailed in any fashion, whatsoever, whether manually, electronically or digitally, or by email, to any site or geographic location outside the borders of the continental United States. As to locations within the continental United States, all senders and receivers of material containing Security Sensitive Information must be owners or directors or officers or employees of either PROPOSER’s company or other companies listed in PROPOSAL, all of which executed Non-Disclosure Agreements for Negotiation Purposes for the Phase IIIA Project, and have been security cleared in conformance with the provisions of these NON-DISCLOSURE AGREEMENTS.
3. Execution of NON-DISCLOSURE AGREEMENT, Exhibit A, and Photo IDs. Prior to the disclosure of Security Sensitive Information to PROPOSER for the purpose stated in this NON-DISCLOSURE AGREEMENT, PROPOSER must satisfy all of the following conditions:
 - (a) At the time of DISTRICT’s interview conducted as part of the RFQ/RFP No. 2006-B-5 consultant selection process, PROPOSER shall submit in a separate sealed envelope:
 - two (2) executed copies of this NON-DISCLOSURE AGREEMENT with original signatures of PROPOSER’s authorized representatives;
 - a completed EXHIBIT A that identifies the names of all owners, directors, officers and employees within PROPOSER’s company (hereafter collectively referenced as “Employees”) who will be involved in the contract negotiations with DISTRICT and all those Employees listed in the PROPOSER’s proposal to provide services under a contract resulting from RFQ/RFP No. 2006-B-5 and/or anticipated to be granted access to Security Sensitive Information and Restricted Areas;
 - copies of a government issued photo identification (Photo ID), preferably a driver’s license (Photo ID), for each Employee identified on EXHIBIT A.
 - (c) Receive written notification from DISTRICT that the names of the Employees submitted by PROPOSER, including the name of its Security Sensitive Information Handler defined in Section 6 of this NON-DISCLOSURE AGREEMENT, have passed a security screening. The DISTRICT’s written notification will be in the form of copies of EXHIBIT A submitted by PROPOSER, with Dates of Security Clearance provided by DISTRICT.
4. Security Screening. All Employees proposed by the PROPOSER to have access to the Security Sensitive Information will be subject to a Security Screening, whereby copies of the Photo IDs will be used for a law enforcement check to compare the names against lists of known terrorists. PROPOSER agrees to provide other personal information as may be required by law enforcement agencies in the event an Employee’s name appears on the Terrorist Lists.

It is anticipated that fourteen (14) days will be required for DISTRICT to obtain results of the Security Screening after receipt of the executed NON-DISCLOSURE AGREEMENT, EXHIBIT A and copies of the Photo IDs. DISTRICT reserves the right to deny access to personnel who do not pass clearance.

If during the contract negotiations the PROPOSER wishes additional Employees to have access to Security Sensitive Information or DISTRICT requests that PROPOSER assigns additional personnel to perform services under a contract resulting from RFQ/RFP No. 2006-B-5, PROPOSER shall submit an amended EXHIBIT A along with copies of Photo IDs for the additional Employees.

PROPOSER shall not release Security Sensitive Information to Employees unless the Employees have been subject to the Security Screening and DISTRICT has notified PROPOSER that they have passed the Security Screening.

DISTRICT will not enter into the contract negotiations with PROPOSER if all such documents are not submitted at the time of the interview.

5. Disclosure Purposes. PROPOSER agrees to hold the Security Sensitive Information in trust and confidence. PROPOSER agrees that the Security Sensitive Information shall be used only as necessary for the contract negotiations in connection with RFQ/RFP No. 2006-B-5 (“Disclosure Purposes”), and the Security Sensitive Information shall not be used for any other purpose without DISTRICT’s prior written approval. By accepting and using the Security Sensitive Information, PROPOSER expressly agrees to comply fully with all terms of this NON-DISCLOSURE AGREEMENT. PROPOSER will not use the Security Sensitive Information in any way, directly or indirectly, that is damaging or harmful to DISTRICT or DISTRICT facilities. This obligation survives termination of this NON-DISCLOSURE AGREEMENT.
6. Safeguards Against Unauthorized Disclosure. PROPOSER will implement safeguards and procedures to prevent the unauthorized disclosure of the Security Sensitive Information, and shall designate a responsible managing employee or responsible managing officer as its Security Sensitive Information Handler who shall ensure that all safeguards are maintained, including:
 - (a) Marking the information as “SECURITY SENSITIVE.”
 - (b) Providing authorized employees adequate instructions with regard to the use and disclosure of the Security Sensitive Information, including obtaining the employees’ signed Non-Disclosure Consent Forms attached as EXHIBIT B to this NON-DISCLOSURE AGREEMENT.
 - (c) Maintaining a current set of all copies of EXHIBIT A returned to PROPOSER by DISTRICT, with Dates of Security Clearance provided by DISTRICT.
 - (d) Restricting disclosure of Security Sensitive Information to Employees who have passed the Security Screening and within that group, disclose on a “need to know” basis as necessary for the Disclosure Purposes.
 - (e) Restricting disclosure of Security Sensitive Information only to Employees of other proposers that are listed in PROPOSAL and that have satisfied the requirements of Section 7 of this NON-DISCLOSURE AGREEMENT.
 - (f) Maintaining, in the form attached as EXHIBIT C, a current log of names for all co-proposers that obtained Security Sensitive Information from PROPOSER and description of Security Sensitive Information provided to them.
 - (g) Maintaining a log of copies as described in Section 8 of this NON-DISCLOSURE AGREEMENT.

(h) Treating and handling the Security Sensitive Information with, at minimum, the same degree of care that the PROPOSER uses for its own confidential or proprietary information.

7. Disclosure to Third Party. PROPOSER shall not disclose Security Sensitive Information to any third party intended to be included in PROPOSAL, unless such third party has first executed a Non-Disclosure Agreement for Negotiation Purposes with DISTRICT and completed the security screening. PROPOSER shall obtain a written confirmation from the Office of the District Engineer that these requirements have been satisfied. PROPOSER shall not disclose Security Sensitive Information to any other third party. PROPOSER shall submit request of such confirmation by email to cvoong@goldengate.org or by fax addressed to Chuck Voong at (416) 563-6173.
8. Copies. PROPOSER shall implement safeguards to restrict copies and reproductions of Security Sensitive Information in any form, including but not limited to paper copies and electronically formatted copies. PROPOSER's Security Sensitive Information Handler shall authorize copies of portions of Security Sensitive Information only as necessary for Disclosure Purposes, and shall retrieve all such copies upon completion of the task for which they were required. Copies and reproductions of the Security Sensitive Information shall not be made for or retained for distribution to any third party, except for those described in Section 6 of this NON-DISCLOSURE AGREEMENT. PROPOSER's Security Sensitive Information Handler shall identify each copy by copy number and maintain a record of all copies made on the copy log form provided as EXHIBIT D.
9. Inappropriate Access to or Loss of Security Sensitive Information. PROPOSER agrees that if at any time PROPOSER misplaces or loses control over Security Sensitive Information or inadvertently provides access to Employees who have not passed the Security Screening or co-proposers that have not satisfied requirements of Section 6 of this NON-DISCLOSURE AGREEMENT, PROPOSER will notify DISTRICT immediately (i.e. no later than 24 hours) upon realizing an unauthorized disclosure or loss of control has occurred. Such notice shall be given orally and in writing, and shall provide all details that are available regarding the event. The oral notices shall be given by telephone to Ewa Bauer, Deputy District Engineer at (415)923-2284; the written notices shall be mailed by certified mail to Office of DISTRICT Engineer, P.O. Box 9000, Presidio Station, San Francisco, CA 94129, attention Ewa Bauer, Deputy District Engineer.
10. Ownership of Security Sensitive Information. PROPOSER agrees that all Security Sensitive Information provided by DISTRICT and all copies of Security Sensitive Information made by PROPOSER will at all times remain the property of DISTRICT and are owned by DISTRICT.
11. Return of Security Sensitive Information. Within five (5) business days after DISTRICT executes a contract, in a form of the Professional Services Agreement (PSA), resulting from RFQ/RFP No. 2006-B-2 with the successful prime PROPOSER, to which District awarded the contract, District will notify all PROPOSERS about this action.

If DISTRICT executes a contract resulting from RFQ/RFP No. 2006-B-5 with PROPOSER as a prime consultant for the contract, PROPOSER shall execute, as part of the contract, a Non-Disclosure Agreement for Release of Security Sensitive Information for Professional Services Agreement Purposes ("NDA for PSA"). Security Sensitive Information provided by DISTRICT and any copies made by PROPOSER, and all logs prepared for the contract negotiation purposes under the terms of this NON-DISCLOSURE AGREEMENT will become part of the Security Sensitive Information to be safeguarded and protected by PROPOSER under the terms of NDA for PSA.

If DISTRICT does not execute the contract with PROPOSER as a prime consultant for the contract resulting from RFQ/RFP No. 2006-B-5, unless otherwise notified by DISTRICT, PROPOSER may retain Security Sensitive Information provided by District and any copies made by PROPOSER, and all logs prepared for contract negotiation purposes under the terms of this NON-DISCLOSURE AGREEMENT for a period no longer than ninety (90) days after PROPOSER is notified by DISTRICT of the execution of the contract.

If within ninety (90) days after PROPOSER is notified by DISTRICT of the execution of the contract, PROPOSER, as a subconsultant, enters into a contract with the prime consultant for the contract resulting from RFQ/RFP No. 2006-B-5 and if, within this time, DISTRICT has not presented PROPOSER with written demand to return certain Security Sensitive Information to DISTRICT, Security Sensitive Information provided by DISTRICT and any copies made by PROPOSER, and all logs prepared for contract negotiation purposes under the terms of this NON-DISCLOSURE AGREEMENT will become part of the Security Sensitive Information to be safeguarded and protected by PROPOSER under the terms of NDA for PSA to be executed between PROPOSER and the prime consultant.

PROPOSER agrees that within fifteen (15) business days after written demand by DISTRICT, PROPOSER will return the following documents to DISTRICT:

- i. all copies of Security Sensitive Information provided by DISTRICT;
- ii. all drawings, plans, sketches and electronic images of DISTRICT's bridge structures and other Restricted Areas;
- iii. all calculations and documents that describe dimensions and structural capacities and structural details of the bridge structures and their portions; and,
- iv. all drawings, plans, sketches and electronic images for the utilities, and documents describing locations and technical details of the utilities.

Notwithstanding the above, PROPOSER shall keep in perpetuity in trust and confidence all Security Sensitive Information remaining in PROPOSER's possession. This PROPOSER's perpetual obligation shall include full compliance with Sections 2, 5, 6, 7, 8 and 9 of this NON-DISCLOSURE AGREEMENT.

12. Disqualification from Participation in District Contracts. PROPOSER acknowledges that breach of this NON-DISCLOSURE AGREEMENT is grounds for DISTRICT to disqualify PROPOSER from participation in DISTRICT contracts.
13. Assignment. PROPOSER may not assign any rights or transfer any obligation under this NON-DISCLOSURE AGREEMENT without the express written consent of DISTRICT.
14. Invalidity of NON-DISCLOSURE AGREEMENT. If any provision of this NON-DISCLOSURE AGREEMENT is judged to be invalid or unenforceable, the validity of any other provision shall not be affected, and the invalid or unenforceable provision will be deemed severable and the remainder of NON-DISCLOSURE AGREEMENT will remain in full force and effect.
15. Notices. All notices and communications regarding this NON-DISCLOSURE AGREEMENT shall be given in writing and given by personal delivery to a representative of the parties or by mailing the same, postage prepaid, address as follows:

If to DISTRICT: Golden Gate Bridge, Highway and Transportation District
Presidio Station
P.O. Box 9000
San Francisco, CA 94129-0601
Attention: Ewa Bauer, Deputy District Engineer

If to PROPOSER: _____

Any notice given by mail shall be deemed given on the day after that on which it is deposited in the U.S. Mail.

16. Key Contact Person. PROPOSER's authorized contact person for all communications relating to the contract negotiations in connection with RFQ/RFP No. 2006-B-5 is:

Name: _____
Position: _____
Work Telephone: _____
Email: _____

17. Applicable Law. This NON-DISCLOSURE AGREEMENT and its interpretation shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this NON-DISCLOSURE AGREEMENT by their duly authorized officers as of the day and year first above written.

GOLDEN GATE BRIDGE, HIGHWAY
AND TRANSPORTATION DISTRICT

PROPOSER'S COMPANY NAME:

By: _____
General Manager

By: _____
Name: _____
Title: _____

By: _____
District Secretary

By: _____
Name: _____
Title: _____

EXHIBIT B
to
Non-Disclosure Agreement for Release of Security Sensitive Information
for Negotiation Purposes

NON-DISCLOSURE CONSENT FORM
TO BE EXECUTED BY EMPLOYEE

Company Name (PROPOSER): _____

Employee:

Name: _____

Address: _____

I agree that any information designated as Security Sensitive Information pertaining to RFQ/RFP No. 2006-B-5, Golden Gate Bridge Seismic Retrofit Phase IIIA, North Anchorage Housing/North Pylon, Environmental Compliance and Monitoring Services, will be subject to the following obligations:

1. I confirm that I have been provided a copy of the Non-Disclosure Agreement between DISTRICT and the Company. I confirm that I will comply at all times with the Company's obligations in relation to the Security Sensitive Information as set out in the Non-Disclosure Agreement and will not do anything which would or could lead to any of the Company's obligations in relation to the Security Sensitive Information, or the security of the Security Sensitive Information, being breached or compromised.

2. "Security Sensitive Information" means the Contract Documents, Record Drawings, Reports and Studies for the Phase IIIA Seismic Retrofit Project, together with all documents related to the Phase IIIA Seismic Retrofit Project, including specifications, drawings, photographs, plans, designs, and data concerning DISTRICT's bridge and associated facilities as stamped or otherwise denoted by DISTRICT as Security Sensitive Information. Security Sensitive Information also includes information derived from access that DISTRICT provides to PROPOSER to view, observe, and inspect DISTRICT facilities that are not open to and not accessible to the public ("Restricted Areas"), and any and all sketches, notes, and narratives taken or prepared by Recipient of Restricted Areas. The PROPOSER is prohibited from taking photographs of any District Restricted Areas.

3. Geographic Limits. No Security Sensitive Information shall be sent, shipped, mailed or e-mailed in any fashion, whatsoever, whether manually, electronically or digitally, or by email, to any site or geographic location outside the borders of the continental United States. As to locations within the continental United States, all senders and receivers of material containing Security Sensitive Information must be owners or directors or officers or employees of either PROPOSER's company or other companies listed in PROPOSAL, all of which executed Non-Disclosure Agreements for Negotiation Purposes for the Phase IIIA Project, and have been security cleared in conformance with the provisions of these NON-DISCLOSURE AGREEMENTS.

4. I will not disclose or permit disclosure of the Security Sensitive Information, or permit anyone to use the Security Sensitive Information, without the prior written approval of the company's Security Sensitive Information Handler.

5. The above obligations of confidentiality and non-use will apply during my working connection with RFQ/RFP-2006-B-5, and will continue to apply without limitation of time after the date of termination of my work.

Executed by:

Signature of Employee

Signature of Security Sensitive Information
Handler

Date:_____

EXHIBIT C
to
Non-Disclosure Agreement for Release of Security Sensitive Information
for Negotiation Purposes

LOG OF COMPANIES, WHICH ARE PARTY TO THE PROPOSAL,
WITH ACCESS TO SECURITY SENSITIVE INFORMATION (“SSI”)

PROPOSER (Company name): _____

Security Sensitive Information Handler (SSIH): _____

Company Name	Name of Company's SSIH	Description of SSI	Date SSI Provided	Date SSI Returned

