



# REQUEST FOR PLANS & SPECS

**NDA REQUIRED**

- To request Plans and Specs, please complete both pages of this form.
- Project and pricing information is available online at: <http://www.valleywater.org/Programs/Construction.aspx>
- Send a copy of the payment check (no charge for electronic copy) and this form to **Email** or **Fax** noted below.
- Mail payment check and this form to **USPS Mailing Address** noted below.
- To **Pick Up in Person**, go to address noted below.

<b>Email:</b> scvwdplanroom@valleywater.org	<b>Fax:</b> (408) 979-5631
<b>USPS Mailing Address:</b> Santa Clara Valley Water District Attention: T. Bridgen, Construction Program 5750 Almaden Expressway San Jose, CA 95118-3686	<b>Pick Up in Person:</b> Santa Clara Valley Water District (HQ Building) 5700 Almaden Expressway San Jose, CA 918-3686

REQUEST		
Date:	Project Name: <b>HNWQTF CVIQP'CV'Y CVGT'VTGCVO GPV'RNCP VU</b>	Project No. (8-digit number): <b>93084011</b>

► Indicate quantity if requesting paper copy/copies

Paper       Electronic (Links to District file transfer protocol [FTP] site will be sent to email noted below)

**PAYMENT** (Check one box and enter amount)

\$ \_\_\_\_\_ **Cash**       \$ \_\_\_\_\_ **Check**—Make checks made payable to: **SCVWD**

**DELIVERY** (Check one box)

Pick Up in Person (address above)

Send by FedEx Priority Overnight (\*Must provide FedEx Account Number)

Send by FedEx Standard Overnight (\*Must provide FedEx Account Number)

Send by FedEx 2 Day (\*Must provide FedEx Account Number or include shipping fee in payment)

\*FedEx Account No.: \_\_\_\_\_

**CONTACT INFORMATION** (Required for all requests)

Email: \_\_\_\_\_ (FTP links and Notifications, including addenda, will be sent to this email)

► For Planholders List and Shipping. FedEx cannot deliver to P.O. Box.

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

DGS Certified Small or Micro Business      DGS No. \_\_\_\_\_

Not a DGS Certified Small Business

Prime Contractor      California Contractor License No. \_\_\_\_\_

Subcontractor/Supplier/Other

*The District will make its best efforts to accurately report the information provided above on a Project Planholders List. The information that is provided on this form is considered public information.*

<b>DISTRICT USE ONLY</b>	FTP link sent: _____, 2014; _____ a.m./p.m.	Planholders list updated: <input type="checkbox"/> YES
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# SANTA CLARA VALLEY WATER DISTRICT NON-DISCLOSURE AGREEMENT (NDA)

This confidentiality agreement (“Agreement”) is entered into as of \_\_\_\_\_ (date), by and between Santa Clara Valley Water District (hereinafter the “District”), and \_\_\_\_\_, or which together with its subsidiaries and affiliates, are individually and collectively be referred to hereinafter as the “Company.”

1. During the course of Company’s relationship with the District, the District has disclosed or may disclose to Company confidential information that may include but not be limited to the following kinds of information: plans, security data, vulnerability assessments, draft documents, network data, control systems data, security protocols, personnel data, computer programs, remote application access, computer information licensed to the District, and work product of the District’s employees and agents, and other non-public information (“Confidential Information”).
2. Company agrees:
  - (i) To hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information;
  - (ii) Not to reproduce, transcribe, or disclose the Confidential Information, or any information derived from the Confidential Information to third parties except as required for the preparation of a bid, without prior written approval by the District;
  - (iii) Not to make, have made, use, distribute or sell for its own purposes or for any purpose other than on behalf of the District, any item or data incorporating Confidential Information;
  - (iv) To only make a minimum amount of copies of any Confidential Information that is absolutely necessary to carry out services it provides to the District;
  - (v) To only disclose Confidential Information to its responsible employees who have a need to know such Confidential Information in order to carry out the services Company provides to the District.
  - (vi) To promptly return all copies, renderings, transformations, and derivatives of the Confidential Information to the District at the termination of its working relationship with the District; or if requested by the District to destroy and certify in writing the destruction of such Confidential Information; and
  - (vii) To notify the District in writing immediately when it becomes aware of any unauthorized release of the Confidential Information.
3. Company acknowledges that its compliance with this Agreement is necessary to protect the District, and that any action on Company’s part that is inconsistent with this Agreement will cause the District irreparable and continuing harm. Therefore, if anything Company (including its employees and agents) does that is inconsistent with this Agreement, Company consents to the District obtaining a court order to stop its inconsistent actions and otherwise to prevent any, without the District having to post any bond or security for such order. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement is made under and will be construed according to the laws of the State of California.

**By signing below, you acknowledge that you have read this Agreement and you have authority to agree, and do agree, on behalf of Company to all of the terms and conditions contained in this Agreement.**

\_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Date

Name: \_\_\_\_\_ Title: \_\_\_\_\_