



REQUEST FOR PLANS & SPECS

With Non-Disclosure Agreement

- To request Plans and Specs, please complete both pages of this form.
- Project information is available online at: <http://www.valleywater.org/Programs/Construction.aspx>
- Plans and Specs are available in electronic (pdf) format only.
- There is no charge for the Plans and Specs.
- Send this form to the email or fax noted below.

Email: scvwdplanroom@valleywater.org		Fax: (408) 979-5631
REQUEST		
Date:	Project Name: Penitencia Delivery Main and Penitencia Force Main Seismic Retrofit Project	Project Number(s): 94384002 / 92224001
CONTACT INFORMATION (Required for all requests)		
Email: _____ (FTP links and Notifications, including addenda, will be sent to this email)		
▶ For Planholders List:		
Company Name: _____		
Street Address: _____		
City/State/Zip: _____		
Attention: _____		
Phone: _____		
Fax: _____		
<input type="checkbox"/>	DGS Certified Small or Micro Business	DGS No. _____
<input type="checkbox"/>	Not a DGS Certified Small Business	
<input type="checkbox"/>	Prime Contractor	California Contractor License No. _____
<input type="checkbox"/>	Subcontractor/Supplier/Other	DIR Registration No. _____

NON-DISCLOSURE AGREEMENT (Signature required on reverse)

This agreement (NDA) is entered into as of _____ (date), by and between Santa Clara Valley Water District (District), and _____ (Company).

1. The undersigned (Company) requests an electronic copy of the 60% design submittal documents from Santa Clara Valley Water District (District). Because portions of the documents are security-sensitive, the District requires that the 60% design submittal documents (plans, specifications, and addenda) for this project be kept confidential and not publicly disseminated. The documents are being requested for purposes of preparation of, or the decision to, submit a Prequalification Application for this Project.
2. During the prequalification process, 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).

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3. Company agrees:
 - (i) To hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information;
 - (ii) To not reproduce, transcribe, or disclose the Confidential Information, or any information derived from the Confidential Information to third parties, for any purpose other than participating in the prequalification process;
 - (iii) Not to make, have made, use, distribute or sell for any purpose other than participating in the prequalification process;
 - (iv) To only make a minimum number of copies of any Confidential Information that is absolutely necessary to participate in the prequalification process;
 - (v) To only disclose Confidential Information to its responsible employees who have a need to know such Confidential Information in order to participate in the prequalification process;
 - (vi) To promptly return or destroy all copies, renderings, transformations, and derivatives of the Confidential Information by January 31, 2015; and
 - (vii) To notify the District in writing immediately when it becomes aware of any unauthorized release of the Confidential Information.

4. 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. Company shall be held liable for any expenses incurred by the District as a consequence of the Company's failure to return or destroy the copy(ies) and any reproductions made, including legal costs. If Company does anything (including its employees and agents) that is inconsistent with this Agreement, Company consents to the District obtaining a court order to stop its inconsistent actions. The District may pursue other remedies available to it, all of which are nonexclusive and cumulative.

5. 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.

6. This Agreement will be construed according to the laws of the State of California and venue shall be appropriate only in the County of Santa Clara, California.

By signing below, the undersigned acknowledges and agrees on behalf of the Company, and represents that he/she has the authority to bind the Company to all of the terms and conditions in this agreement.

Company

Signature of Authorized Representative

Date

Print Name

Title

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.

DISTRICT USE ONLY

FTP link sent: _____, 2015; _____ a.m./p.m.

Planholders list updated: YES