



REQUEST FOR INFORMATION

With Non-Disclosure Agreement (NDA)

- To request project information, please complete both pages of this form.
- Prequalification Application information is available online at: <http://www.valleywater.org/construction>.
- Project information is available in electronic (pdf) format only.
- There is no charge for the project information.
- Send this form to the email noted below:

Email: scvwdplanroom@valleywater.org		Fax: (408) 979-5631
REQUEST		
Date:	Project Name: Anderson Dam Tunnel Project	Project Number(s): 91864005
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 (Valley Water), and _____ (Company).

1. The undersigned, (Company) requests an electronic copy of the Information from Santa Clara Valley Water District (Valley Water). Because portions of the documents are security-sensitive, Valley Water requires that the project information, including addenda for this project be kept confidential and not publicly disseminated. The project information is being requested for purposes of preparation of, or the decision to, submit a Prequalification Application for this Project.
2. During the prequalification process, Valley Water has disclosed or may disclose to Company confidential information that may include but not be limited to the following kinds of information: preliminary geologic profiles and information drawings showing general configuration of the proposed work (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, 2021; 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 Valley Water, and that any action on Company's part that is inconsistent with this Agreement will cause Valley Water irreparable and continuing harm. Company shall be held liable for any expenses incurred by Valley Water 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 Valley Water obtaining a court order to stop its inconsistent actions. Valley Water 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: _____, 2020; _____ a.m./p.m.

Planholders list updated: YES