



**Emergency Preparedness Plan Implementation Natural Gas
Generator Equipment Installation (RFCSP)
Solicitation Number: CO-00708
Job No.: 22-6015 and 22-6020**

**ADDENDUM 1
September 27, 2023**

To Respondent of Record:

This addendum, applicable to work referenced above, is an amendment to the price proposal, plans and specifications and as such will be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided in submitted copies of the Respondent Questionnaire.

CHANGES TO THE CONTRACT FRONT-END DOCUMENTS

1. **Request for Competitive Sealed Proposals**, paragraph 3, is removed and revised to read as follows:

Due to the confidential nature of this work, in order to be eligible to receive a copy of the Plans and Specifications that accompany this Request for Competitive Sealed Proposal (RFCSP), potential Respondents serving as the general contractor must submit a prequalification form **Exhibit A (Respondent Prequalification form)** and an executed nondisclosure agreement in the form attached hereto as **Exhibit C ("Firm NDA")**. Additionally, all electrical subcontractors must also submit a separate prequalification form **Exhibit B (Electrical Subcontractor Prequalification Form)** and executed Firm NDA in order to directly be eligible to receive the Plans and Specifications. SAWS will evaluate and respond within two (2) business days regarding the acceptability of the prequalification form(s). SAWS will distribute the Plans and Specifications no earlier than **September 29, 2023**, only to those Respondents and electrical subcontractors who will meet the prequalification requirements and submit an executed Firm NDA. Prequalification forms must be submitted no later than **4:00 PM (CDT) on October 6, 2023**.

2. **Exhibit C-Firm Non-Disclosure Agreement (Firm NDA)**, is removed in its entirety and replaced with the revised version attached to this addendum. This revised Firm NDA shall be used by the Respondents.
3. **Exhibit D-Individual Non-Disclosure Agreement (Individual NDA)**, is removed in its entirety and replaced with the revised version attached to this addendum. This revised Individual NDA shall be used by individuals on the Respondent's team who will attend the pre-submittal and/or site visit.

4. **Exhibit 3 to Special Conditions**, is removed in its entirety, and replaced with the revised version attached to this addendum. This revised Individual NDA form shall be used by individuals on the Contractor's team (including individuals employed by Subcontractors).

CLARIFICATIONS

1. Exhibit C, Exhibit D, and Exhibit 3 to the Special Conditions (Firm and Individual NDA forms) were modified to add a signature line to each document.

END OF ADDENDUM 1

This Addendum is five (5) pages in its entirety including the attachments.

Attachments

Exhibit C (1 page)

Exhibit D (1 page)

Exhibit 3 to Special Conditions (1 page)

EXHIBIT C – FIRM NON-DISCLOSURE AGREEMENT

(To be completed and signed by Respondent and all subcontractors or suppliers)

In exchange for any and all information shared with the company identified in the signature block below (the “Company”) concerning the San Antonio Water System (“SAWS”)’s Request for Competitive Sealed Proposal No. CO-00708 (the “Solicitation”) in connection with the Emergency Preparedness Plan Implementation Natural Gas Generator Installation (the “Project”), your signature, below, constitutes the Company’s agreement that:

(a) SAWS owns all information in whatsoever form or character shared with the Company related to the Solicitation and the Project.

(b) Upon request by SAWS, the Company will return or certify to the destruction of any information in the Company’s possession, custody, or control that was obtained from SAWS, or that was prepared, received, or maintained in connection with the Solicitation or the Project.

(c) Subject to (d), the Solicitation, the Project, and any information obtained by the Company in connection with the Solicitation or Project is confidential (“Confidential Information”) and shall not be disclosed by the Company to any third party, other than i) employees of the Company bound by these confidentiality obligations or ii) subcontractors of the Company who have also signed a non-disclosure agreement in the same form as this agreement, in each case of (i) and (ii) only to those who have a need to know such information for purposes of supporting the Company’s proposal in response to the Solicitation (“Permitted Recipients”).

(d) If Company is required by law or a valid legal order to disclose any of the Confidential Information, Company shall, before such disclosure, notify SAWS of such requirements so that SAWS may seek a protective order or other remedy, and Company shall reasonably assist SAWS therewith. If Company remains legally compelled to make such disclosure, it shall (1) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Company is required to disclose; and (2) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

(e) Company understands that, should Company be selected to perform the work identified in the Solicitation, Company and Company’s employees and Company’s subcontractors’ employees may be required to sign separate, individual non-disclosure agreements consistent with the terms of the agreement for such work.

Signed on behalf of the Company identified below and Agreed to this ____ day of _____, 2023.

Signature of Authorized Representative of Company: _____

Printed Name of Authorized Representative of Company: _____

Company: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

EXHIBIT D – INDIVIDUAL NON-DISCLOSURE AGREEMENT

(To be completed and signed by each individual on a Respondent’s team (whether or not an employee of Respondent) who will attend the pre-submittal meeting and/or the site visit)

In exchange for any and all information shared with you concerning the San Antonio Water System (“SAWS”)’s Request for Competitive Sealed Proposal No. CO-00708 (the “Solicitation”) in connection with the Emergency Preparedness Plan Implementation Natural Gas Generator Installation (the “Project”), your signature, below, constitutes your agreement that:

(a) SAWS owns all information in whatsoever form or character shared with you related to the Solicitation and the Project.

(b) Upon request by SAWS, you will return or certify to the destruction of any information in your possession, custody, or control that was obtained from SAWS, or that was prepared, received, or maintained in connection with the Solicitation or the Project.

(c) Subject to (d), the Solicitation, the Project, and any information obtained by you in connection with the Solicitation or Project is confidential (the “Confidential Information”) and shall not be disclosed by you to any third party, other than i) employees of your firm bound by these confidentiality obligations or ii) subcontractors of your firm who have also signed a non-disclosure agreement in the same form as this agreement, in each case of (i) and (ii) only to those who have a need to know such information for purposes of supporting your proposal in response to the Solicitation (“Permitted Recipients”).

(d) If you are required by law or a valid legal order to disclose any of the Confidential Information, you shall, before such disclosure, notify SAWS of such requirements so that SAWS may seek a protective order or other remedy, and you shall reasonably assist SAWS therewith. If you remain legally compelled to make such disclosure, it shall (1) only disclose that portion of the Confidential Information that, in the written opinion of your legal counsel, you are required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

(e) You understand that, should your firm be selected to perform the work identified in the Solicitation, you and your firm’s employees and your firm’s subcontractor’s employees may be required to sign separate, individual non-disclosure agreements consistent with the terms of the agreement for such work.

Signed and Agreed to this ____ day of _____, 2023.

Signature: _____

Printed Name: _____

Company: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

EXHIBIT 3 TO SPECIAL CONDITIONS

INDIVIDUAL NON-DISCLOSURE AGREEMENT

(To be completed and signed by each individual on Contractor’s team (including individuals employed by Subcontractors))

In exchange for any and all information shared with you concerning the San Antonio Water System (“SAWS”)’s Request for Competitive Sealed Proposal No. CO-00708 (the “Solicitation”) in connection with the Emergency Preparedness Plan Implementation Natural Gas Generator Installation (the “Project”), your signature, below, constitutes your agreement that:

(a) SAWS owns all information in whatsoever form or character shared with you related to the Solicitation and the Project.

(b) Upon request by SAWS, you will return or certify to the destruction of any information in your possession, custody, or control that was obtained from SAWS, or that was prepared, received, or maintained in connection with the Solicitation or the Project.

(c) Subject to (d), the Solicitation, the Project, and any information obtained by you in connection with the Solicitation or Project is confidential (the “Confidential Information”) and shall not be disclosed by you to any third party, other than i) employees of your firm bound by these confidentiality obligations or ii) subcontractors of your firm who have also signed a non-disclosure agreement in the same form as this agreement, in each case of (i) and (ii) only to those who have a need to know such information for purposes of supporting your proposal in response to the Solicitation (“Permitted Recipients”).

(d) If you are required by law or a valid legal order to disclose any of the Confidential Information, you shall, before such disclosure, notify SAWS of such requirements so that SAWS may seek a protective order or other remedy, and you shall reasonably assist SAWS therewith. If you remain legally compelled to make such disclosure, it shall (1) only disclose that portion of the Confidential Information that, in the written opinion of your legal counsel, you are required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

Signed and Agreed to this ____ day of _____, 2023.

Signature: _____

Printed Name: _____

Company: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____