

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: _____