

**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: \_\_\_\_\_