



To All Interested Bidders:

Charlotte Water is changing the way we control the distribution of plans and specifications for certain categories of projects to improve the security of our critical infrastructure. Specific projects within areas of Mecklenburg County as well as projects that involve a pipe diameter of twenty (20) inches or larger, now require the submission of additional documents from the bidder before they'll be allowed to purchase bid documents.

Charlotte Water must have the following documents on file for your company before you'll be allowed to purchase bid documents for sensitive projects:

1. Charlotte Water Contractor Statement. This document is to be completed by the company purchasing bid documents.
2. Confidentiality and Proprietary Information Protection Agreement between the City of Charlotte and Contract Bidder/Planholder (Non-Disclosure/Confidentiality Agreement)
3. Copy of articles of incorporation or business license or letter of good standing from the Secretary of State.

These documents should be sent to the Procurement Administrative Officer, Heather Padgett, by email to hlpadgett@charlottenc.gov or by mail to 5100 Brookshire Blvd. Charlotte, NC 28216. Again, bid documents will not be sold to anyone for whom we have not received the above forms.

We realize this requirement will take some effort and planning on your part, but given the sensitivity of the work we're frequently involved in, we find it necessary to add this level of protection. Once CLTWater has your documents on file, the process will not have to be repeated for several years.

If you have questions, or concerns, please feel free to let me know. Thank you in advance for your cooperation and understanding.

Sincerely,

Abby Dolan
Procurement Manager
Charlotte Water
5100 Brookshire Blvd.
Charlotte, NC 28216
704-391-5097

Attachments: 1) Contractor Statement
 2) Non-Disclosure/Confidentiality Agreement

Version 1.0, 5.15.2006

CHARLOTTE WATER, NORTH CAROLINA CONTRACTOR STATEMENT

The person, firm or corporation hereby certifies that this statement and the information contained herein are true, accurate and complete.

Legal name of firm*: _____

Street Address: _____

Mailing Address*: _____

City*: _____ State: _____ Zip: _____

Telephone*: _____ Fax: _____

E-Mail: _____

Primary Contact*: _____ Secondary Contact: _____

Company is a Corporation _____ Proprietorship _____ Partnership _____ LLC _____ Joint Venture _____

Other _____ (specify)

Corporation Information:

Date of Incorporation: _____ State of Incorporation: _____

President's Name*: _____ Vice President's Name: _____

Secretary's Name: _____ Treasurer's Name: _____

Dunn & Bradstreet #: _____

Partnership/Proprietorship information:

Name of Owner(s): _____

Date of organization: _____

Type of Partnership: (if Applicable) _____

If not organized as one of the above, please specify:

Name of Owner(s): _____

Date of organization: _____

- In the event this information changes, the City should be notified within 60 days.

Confidentiality and Proprietary Information Protection Agreement between City of Charlotte and

(Hereinafter referred to as the **Firm**)

Relative to Water and Wastewater System Data

The **Firm** and employees with access to information relative to the Water and Wastewater System Data of the CITY OF CHARLOTTE, NC, (hereinafter referred to as "Sensitive Information") will adhere to the confidentiality and information protection agreement set forth herein.

The CITY OF CHARLOTTE grants the **Firm** permission to use Sensitive Information for the sole and limited purpose of participating in the bid process and to complete each contracted project in accordance with the construction contract for the Project. This Sensitive Information will be identified as such. The **Firm** will not allow any of this Sensitive Information to be distributed in any manner or under any circumstances except as described below.

The **Firm** and its employees subject to this Agreement will regard Sensitive Information as confidential under any and all circumstances without exception, whether accessed, gathered, viewed, edited or transferred to any third party. Access to Sensitive Information will be strictly limited to employees of the **Firm** or their subcontractors, vendors, and suppliers who are necessary to the preparation and submission of a Bid. Sensitive Information shall not be disclosed to any external parties (i.e., persons not employed by the **Firm** or their subcontractors, vendors, and suppliers), including regulatory agencies, without the express consent of the CITY OF CHARLOTTE. Furthermore, information sharing with employees of the **Firm**, its vendors, suppliers, and subcontractors, and the CITY OF CHARLOTTE will be limited to: (a) project team member(s) and (b) those employees of the **Firm** who are necessary to the preparation and submission of a bid. The **Firm** and its employees subject to this Agreement must provide the same care to avoid disclosure or unauthorized use of the Sensitive Information as it provides to protect the **Firm's** own confidential and proprietary information.

As a public agency, CITY OF CHARLOTTE may be required to release certain records in response to Freedom of Information Act (FOIA), public record or "sunshine" law requests. CITY OF CHARLOTTE will be solely responsible for responding to requests for Sensitive Information. Except as otherwise expressly authorized by this Agreement, the **Firm** and its employees subject to this Agreement shall always refer all persons seeking access to all or any portion of Sensitive Information to the CITY OF CHARLOTTE.

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, provides an exemption to the Federal Freedom of Information Act for Sensitive Information. Additionally, the North Carolina Public Records Act includes exemptions to protect Sensitive Information. These laws shall be invoked by the **Firm** and its employees subject to this Agreement to protect Sensitive Information.

Data and files containing Sensitive Information stored or used by the **Firm** off-site will be stored in a locked file cabinet in a restricted location (i.e., private office of an employee of the **Firm** who is subject

to this Agreement). All Sensitive Information remains the property of CITY OF CHARLOTTE. The **Firm** must keep track of suppliers, vendors, and subcontractors who received copies of project information identified by Charlotte-Mecklenburg Utilities as Sensitive Information. The name(s) of all such firms shall be submitted with each bid. Failure to include a list of suppliers, vendors, and subcontractors who have been given copies of Sensitive Information may render the bid non-responsive, and the **Firm** non-responsible. Any **Firm** declared non-responsible shall be given a reasonable time to cure the violation. If the **Firm** chooses not to bid or is not the successful low bidder, the **Firm** agrees to destroy all bid documents. The **Firm** must also provide a list of suppliers, vendors, and sub-contractors that received copies of Sensitive Information or a certification that no copies were distributed to the **City** within three (3) business following bid opening. If documents were distributed, the **Firm** agrees to instruct subcontractors, vendors, and suppliers to destroy all such Sensitive Information. The successful bidder will receive copies of the necessary sensitive information for the project along with authorization to provide information to subcontracts as agreed upon by the **Firm** and the CITY OF CHARLOTTE.

The CITY OF CHARLOTTE may in its sole discretion require all Sensitive Information to be returned to the **City** or direct the **Firm** to destroy all or any portion of Sensitive Information in the **Firm's** possession and certify in writing that it has destroyed such Sensitive Information. The certification must be signed by an authorized employee or officer of the **Firm** who is subject to this Agreement and who has taken all necessary steps to confirm the destruction of the Sensitive Information in accordance with this Agreement.

Unauthorized disclosure of Sensitive Information may result in irreparable harm to the CITY OF CHARLOTTE and to its critical infrastructure. The **Firm** and its employees subject to this Agreement therefore, agree that in the event of a violation or threatened violation of this Agreement (and without limiting the rights and remedies of the CITY OF CHARLOTTE to seek damages), a temporary restraining order and/or an injunction to enjoin disclosure of Sensitive Information may be sought against the **Firm** and/or any employee(s) of the **Firm** subject to this Agreement who has (have) breached or threatened to breach this Agreement. Without limiting the foregoing in any manner, the **Firm** and/or such employee(s) who has (have) breached or threatened to breach this Agreement agree(s) not to raise the defense that the CITY OF CHARLOTTE has an adequate remedy at law.

If the **Firm** and/or any employee subject to this Agreement receives a subpoena, order or other document from any judicial, legislative, executive and/or administrative office or agency requiring the release of Sensitive Information under any circumstances or in any manner, the **Firm** and/or such employee will notify the CITY OF CHARLOTTE immediately and without delay in order to allow the CITY OF CHARLOTTE to take such action as the CITY OF CHARLOTTE determines to be necessary to protect the Sensitive Information, and will cooperate fully with the CITY OF CHARLOTTE in protecting the confidentiality of the Sensitive Information to the fullest extent permitted by applicable law.

The **Firm** and its employees subject to this Agreement may not assign any of their rights, duties or obligations under this Agreement without the prior written consent of the CITY OF CHARLOTTE. This Agreement may not be terminated or amended, except in writing signed by the **Firm** and the CITY OF CHARLOTTE.

The obligation to protect Sensitive Information as set forth in this Agreement is perpetual and shall not expire or be terminated except as expressly provided herein.

The CITY OF CHARLOTTE'S failure to enforce or exercise any provision, right or option of this Agreement will not be construed as a present or future waiver of the same or any other provision, right or option of the CITY OF CHARLOTTE under this Agreement.

BY: _____
Authorized Official Signature Printed Name/Title Date

Address: _____ City _____

State: _____ Zip _____ Telephone _____

Copy of articles of incorporation or business license or letter of good standing from the Secretary of State

(ATTACH HERE)