

August 24, 2026

Addendum Number 4
Contract: CAT-506 CM
EPIN: 82626P0028

This addendum is issued for the purpose of amending the contents of the Request for Proposal (RFP) for the above referenced contract, released on **August 4, 2026**, and is hereby made part of said RFP to the same extent as though it were originally included therein.

1. Below is a list of those “CONFIDENTIAL DRAFT” documents available for view only.

- CAT-506 BODR Draft
- CAT-506 Drawings, full set
- Volume 1 of 3 CAT-506E Bid Booklet
- Volume 1 of 3 CAT-506G Bid Booklet
- Volume 2 of 3 CAT-506G&E Contract Terms & Specifications
- Volume 3 of 3 CAT-506G&E Contract Terms & Specifications

Please complete and sign the attached NDA prior to accessing these documents. The signed NDA document(s) must be emailed to Jeanne Schreiber at jschreiber@dep.nyc.gov. Once NDA is received, signees will be provided with a secure link to view the documents. They will not be allowed to be downloaded.

2. Be advised the RFP Response due date has been extended to 10/6/2026.

All other terms and conditions of the above reference solicitation remain unchanged.

If you have any questions, please feel free to contact **Jeanne Schreiber** via the **Discussion Buyers** tab in PASSPort.

Approved by 

Document Review for Contract

CAT-506 CM: Construction Management
Services for Water Supply Resource
Recovery Facilities Rotating Biological
Contactors Replacements

EPIN: 82626P0028

The purpose of this document is to provide details as to how a potential proposer or bidder may gain access to certain agency documents for review in connection with the solicitation for contract CAT-506 CM. The agency documents contain confidential and sensitive information, and as such, will only be accessible for review via secure link, which shall be provided by DEP after the potential proposer completes and submits the required forms to DEP for review and approval.

Potential proposers wishing to review the agency documents, must comply with the following:

1. Each person requiring access to the agency documents must complete and sign the Non-Disclosure Agreement (NDA), which can be found on the following page.
2. Each person requiring access to the agency documents must complete, sign and submit the NDA to Jeanne Schreiber at jschreiber@dep.nyc.gov.
3. Upon the requestor's submission and DEP's receipt of the completed NDA, the requestor shall be notified of DEP's approval via OneDrive email. The email will include an individualized secure access link that grants individual access to the secure agency documents. Please note, the secure links grant specific, individualized, access and cannot be shared with anyone.

Should you have any questions, please submit via the *Discussion with Buyers* tab in PASSPort.

NON-DISCLOSURE AGREEMENT

CONTRACT CAT-506 CM

The undersigned company (Recipient) hereby acknowledges and agrees that certain information regarding the New York City Department of Environmental Protection (NYCDEP), provided to Recipient in connection with the solicitation for the above contract, may include, but is not limited to, restricted drawings, electronic files, microfilms, or CDs, technical information and employee identities, which will be conditionally disclosed pursuant to this agreement (Non-Disclosure Agreement), is sensitive, confidential, and proprietary to NYCDEP and is a valuable, special and unique asset of NYCDEP. Recipient, therefore, agrees that neither it, nor any of its agents, servants, or employees, will at any time, without the prior consent of NYCDEP, disclose, permit the disclosure of, release, disseminate, or transfer any such information to a third party, except as stated herein. This Non-Disclosure Agreement shall apply even if Recipient or Recipient's subcontractors defaults or if the contract for the above-named project is otherwise terminated or if Recipient is not awarded the contract for the above-named project. This Non-Disclosure Agreement shall survive the completion of the solicitation and the contract for the above-named project (if any) between NYCDEP and Recipient.

Recipient agrees to protect such information, using at least the same degree of care it uses to protect its own confidential and proprietary information, but in no case with less than reasonable care. Recipient further agrees to return, destroy, or delete all information, including any copies, abstracts, or excerpts relating to NYCDEP immediately upon demand.

Recipient shall carefully restrict access to such information to agents, servants, or employees, as is reasonably required for the purposes set forth herein, and shall require those persons to agree to confidentiality terms and conditions at least as restrictive as those that apply to Recipient herein. Recipient may disclose, permit the disclosure of, release, disseminate, or transfer such information to subcontractors who are or may be directly involved in the work performed for the sole purpose of gathering proposals, estimates, or bids for services and/or materials provided by such subcontractors that are necessary for the above-named project. Recipient shall ensure that any such subcontractor, to whom it provides such information, agrees to confidentiality terms and conditions at least as restrictive as those that apply to Recipient herein. Recipient shall maintain an up-to-date log of all of its agents, servants, or employees, and its subcontractors and such subcontractors' agents, servants, or employees, to whom it provides such information, and shall make such log available to NYCDEP upon request. Recipient agrees to retain such log for six (6) years after the bid or proposal submission date of the above-named project, or the termination of a contract for the above-named project if awarded to Recipient, whichever is later.

Recipient specifically acknowledges the sensitive nature of the information delivered to undersigned by NYCDEP, and that any violation of this Non-Disclosure Agreement could compromise the security of NYCDEP and the City of New York (City).

In the event of a breach or threatened breach of this Non-Disclosure Agreement, NYCDEP shall be entitled to an injunction restraining Recipient from disclosing in whole or in part, any of such information. Nothing herein, shall be construed as prohibiting NYCDEP from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Recipient.

In the event that Recipient becomes legally compelled to disclose any of the materials or information received pursuant to this Non-Disclosure Agreement, Recipient shall provide NYCDEP with prompt notice of such requirement so that NYCDEP may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Recipient agrees to furnish only that portion of the material which is legally required.

By granting Recipient conditional access to the confidential information, neither NYCDEP nor the City waives any statutory or common law evidentiary privileges or protections that it may assert in any court proceeding to protect any information to which Recipient has been given conditional access under the terms of this Non-Disclosure Agreement.

Recipient has signed this Non-Disclosure Agreement through its authorized representative.

NON-DISCLOSURE AGREEMENT
CONTRACT CAT-506 CM

Signature _____

Name (print clearly): _____

Title: _____

Company (print clearly): _____

Date: _____

Email: _____