Document Review for Contract

BEDC KENS-EAST-3

EPIN: **82627B0015**

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 BEDC KENS-EAST-3. 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 or bidder completes and submits the required forms to DEP for review and approval.

Potential proposers or bidders wishing to review the contract documents, must comply with the following:

1. Each person requiring access to the contract 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 contract documents must complete and submit DEP's Document Request Form accessible here: link. Note, the Form requires you to upload: (1) A copy of a driver's license or government-issued ID and (2) the completed signed NDA. If you do not fully complete each section of the Form and upload the two required documents, you will not be able to submit the Form to DEP for review.
3. Upon the requestor's submission and DEP's receipt of the completed Form, DEP will conduct a security review.
4. Upon completion of the security review and approval by DEP, the requestor shall be notified of DEP's approval via OneDrive email. The email will include an individualized secure access link that grants the individual access to the secure contract 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 BEDC KENS-EAST-3

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. In the event Recipient bids on the above-named project, Recipient shall submit such log to NYCDEP at the time of bid submittal. Recipient agrees to retain such log for six (6) years after the bid 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 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.

Within five (5) business days of discovery, Recipient shall provide NYCDEP with written notice of any breach of this Agreement, including, but not limited to, any unauthorized disclosure of information received under this Agreement. Recipient shall cooperate with NYCDEP to mitigate harm stemming from any such breach.

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.

This Agreement shall be governed by and construed in accordance with New York State law, without regard to conflicts of law principles, and the Recipient consents to venue in the Supreme Court of the State of New York, New York County.

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

NON-DISCLOSURE AGREEMENT
CONTRACT BEDC KENS-EAST-3

Signature _____

Name (print clearly): _____

Title: _____

Company (print clearly): _____

Email: _____

Date: _____