

Document Review for Contract

KENS-EAST-2

EPIN: 82623B0041

The purpose of this document is to provide details as to how a consultant may gain access to the contract documents for review in connection with contract KENS-EAST-2. The contract 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 consultant completes and submits the enclosed forms to DEP for review and approval.

Consultants wishing to review the contract documents, must comply with the following:

1. Complete Non-Disclosure Agreement (NDA), which is attached hereto.
2. Complete the Third Party Access List Form, which is attached hereto. The consultant should list any person employed by or affiliated with the consultant that requires access to the contract documents for review.
3. Submit the completed NDA, Third Party Access List Form, and copies of government-issued photo identification for the NDA signatory and each person listed on the Third Party Access List Form to DEP via email at PZChan@dep.nyc.gov. DEP will conduct a security review upon receipt.
4. Upon completion of the security review and approval by DEP, the consultant shall be notified of approval and each person listed on the Third Party Access List shall receive an individualized secure access link via email from DEP to the contract documents. Please note, the secure links grant specific, individualized access and cannot be shared. Access will only be granted to persons listed on the Third Party Access List Form and approved by DEP.
5. Should additional persons need to be added to the Third Party Access List during the contract review period to gain access to the documents, please contact PZChan@dep.nyc.gov and attach copy of the previously approved NDA. In the body of the email please provide the first and last names of any additional persons requiring access, their individual email addresses, and attach a copy of each additional person's government-issued photo identification to the email. DEP shall thereafter review the request and upon approval, the additional persons shall receive an individualized secure access link via email from DEP to the contract documents.

Should you have any questions regarding the above, please contact PZChan@dep.nyc.gov.

NON-DISCLOSURE AGREEMENT

PROJECT – KENS-EAST-2

The undersigned hereby acknowledges and agrees that certain information described below regarding the New York City Department of Environmental Protection (NYCDEP), which may include, but is not limited to, restricted drawings, microfilms or CDs, technical information and employee identities, which will be conditionally disclosed pursuant to this agreement, is confidential and proprietary to the NYCDEP and is a valuable, special and unique asset of NYCDEP. The undersigned, therefore, agrees that neither he/she/they, nor any of the agents, servants or employees of his/her/their company, will at any time, without the prior consent of the NYCDEP, disclose any such information to a third party, except as stated herein. The undersigned further agrees to return all information, including any copies, abstracts, or excerpts relating to NYCDEP immediately upon demand.

The undersigned may disclose such information to subcontractors for the sole purpose of gathering proposals, estimates, or bids for services and/or materials provided by such subcontractors that are necessary for the Project. The undersigned shall ensure that any subcontractor, to whom it provides such information, agrees to the same terms, conditions and restrictions that apply to the undersigned herein.

Undersigned specifically acknowledges the sensitive nature of the information delivered to undersigned by NYCDEP, and that any violation of this agreement could compromise the security of NYCDEP and 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 the undersigned 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 the undersigned.

By granting undersigned conditional access to the confidential information, neither the 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 undersigned has been given conditional access under the terms of this agreement.

Signature _____

Name (print clearly): _____

Title: _____

Company (print clearly): _____

Date: _____

Records requested: _____

Third Party Access List Form

KENS-EAST-2.

EPIN: 82623B0041

Consultant: _____
Date: _____

Below please list the first name, last name, and email address of any person employed by, or affiliated with, the consultant that requires access to the KENS-EAST-2 contract documents for review. This completed form must be submitted to DEP for review and approval with the signed NDA, and a copy of government-issued photo identification for each person listed below requiring access.

Upon completion of the security review and approval by DEP, each person listed below shall be notified of their approval and receive an individualized secure access link via email from DEP to the contract documents.

Please note, the secure links to the contract documents only grant specific, individualized, access and cannot be shared. Access will only be granted to persons listed below who have received approval by DEP.

I _____ [name], on behalf of _____ [consultant] hereby request the following employees and affiliated third parties of the consultant to receive approval and access to the KENS-EAST-2 contract documents.

<u>First Name</u>	<u>Last Name</u>	<u>Email Address</u>
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