# Construction/Architectural & Engineering Contract Solicitation Notice/Project Overview

**MTA-NYCT is now advertising for the following:**

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<td>TYPE OF SOLICITATION:</td>
<td>RFP</td>
<td>DOCUMENT AVAILABILITY DATE:</td>
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**SOLICITATION TITLE:** S-48002: Communications-Based Train Control (CBTC) Equipment Supplier Interoperability, “B” Division (IND), Borough of Manhattan

**DESCRIPTION:** The New York City Transit Authority (the “Authority”) which is a public benefit corporation existing by virtue of the Public Authorities Law of the State of NY – Title 9 of Article 5, invites proposals under Contract S-48002 for Communication Based Train Control (CBTC) Equipment Supplier Interoperability, “B” Division (IND), Borough of Manhattan.

The goal of the Project is to qualify an additional CBTC supplier for future NYCT projects. One proposer will be selected to test interoperability on the Integrated Test Facility (ITF) located at 2 Broadway (2nd Floor), NYC, NY 10004 and CBTC Culver Test Track in the Borough of Brooklyn.

The NYCT Standard CBTC System Design associated with Interoperability Interface Specifications (I2S) shall permit CBTC-equipped trains to operate on multiple CBTC-equipped lines and to allow individual CBTC subsystems to be procured from different qualified CBTC subsystem suppliers in the future under separate contracts.

The NYCT Standard CBTC System Design shall provide performance and functional requirements to specific CBTC subsystems, with detailed Interoperability Interface Specifications between these specific CBTC subsystems. The NYCT Standard Design developed under Contract S-32748, the Culver Test Track Project, shall form the basis for this Project and shall be used to qualify an additional supplier for future CBTC projects.

The NYCT Standard CBTC System Design shall encompass all performance, operational and functional requirements inherent to NYCT operation.

The Contractor shall upgrade or modify their system for testing on the ITF to demonstrate compliance of their systems/subsystems with the latest NYCT Standard and associated I2S.

Proposers are advised that a successful proposer will receive a stipend to partially offset all costs associated with this project. Proposers shall complete the price schedule included in the Proposer’s Proposal section of the RFP to indicate the total amount of stipend required for this purpose.

**EVALUATION CRITERIA**

A proposed system unable to satisfy any requirement deemed essential by the Selection Committee may be eliminated from further consideration. For the purpose of selecting Proposers to proceed to negotiations, Proposers that have not been otherwise eliminated from further consideration will be initially evaluated utilizing Criterion 1, Technical and Qualification Considerations as well as Other Relevant Technical Matters, Criterion 2, Overall Project Cost to be paid as a stipend, and Criterion 3, Other Relevant Matters. Criteria are listed in their relative order of importance. Those Proposers identified as being within the competitive range, with respect to such evaluation on Criteria 1, 2, and 3, will then be invited to participate in negotiations, possibly resulting in a request for Best and Final Offer. To the extent that competing proposals are otherwise determined to be substantially equal with regard to Criteria 1 and 3, the importance of Criterion 2 shall increase. To ensure proper consideration, Proposers shall furnish proposals with supporting documentation.
Funding: 100% MTA  
Goals: N/A  
Est $ Range: +10M  
Contract Term: 36 months

PLEASE SEE THE ATTACHED FOR ADDITIONAL INFORMATION

(X ) PRE-PROPOSAL CONFERENCE LOCATION:
2 Broadway, Room D2.10  
DATE: April 29, 2014  
TIME: 1:00PM

( ) SITE TOUR LOCATION:
DATE:  
TIME:

FOR MORE INFORMATION, PLEASE CONTACT:  
PROCUREMENT REPRESENTATIVE: Fabrizio Raho  
PHONE: 646-252-6039

REQUIREMENTS TO PARTICIPATE

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: ALL VENDORS MUST HAVE A DUN & BRADSTREET DUNS NUMBER IF THEY WISHTO PARTICIPATE IN THIS PROCUREMENT. VENDORS WHO DO NOT HAVE A DUNS NUMBER CAN REGISTER ONLINE AT WWW.DNB.COM/PRODUCT/EUPDATE/REQUESTOPTIONS.HTML. TO OBTAIN ONE FREE OF CHARGE. YOU MUST STATE THAT THE NUMBER IS REQUIRED FOR SAM (SYSTEM FOR AWARD MANAGEMENT)

SYSTEM FOR AWARD MANAGEMENT (SAM): VENDORS ARE ALSO REQUIRED TO REGISTER WITH SAM, A FEDERAL VENDOR DATABASE USED TO VALIDATE VENDOR INFORMATION, BEFORE REQUESTING BID DOCUMENTS. YOU CAN VISIT THEIR WEBSITE AT governmentcontractorregistration.us TO REGISTER. A DUNS NUMBER IS REQUIRED FOR REGISTRATION.
MTA NEW YORK CITY TRANSIT

Request for Proposal S-48002 (RFQ 0000074075)

Communications-Based Train Control (CBTC) Equipment Supplier Interoperability, “B” Division (IND), Borough of Manhattan

The New York City Transit Authority (the “Authority”) which is a public benefit corporation existing by virtue of the Public Authorities Law of the State of NY – Title 9 of Article 5, invites proposals under Contract S-48002 for Communication Based Train Control (CBTC) Equipment Supplier Interoperability, “B” Division (IND), Borough of Manhattan.

The goal of the Project is to qualify an additional CBTC supplier for future NYCT projects. One proposer will be selected to test interoperability on the Integrated Test Facility (ITF) located at 2 Broadway (2nd Floor), NYC, NY 10004 and CBTC Culver Test Track in the Borough of Brooklyn.

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The NYCT Standard CBTC System Design shall encompass all performance, operational and functional requirements inherent to NYCT operation.

The Contractor shall upgrade or modify their system for testing on the ITF to demonstrate compliance of their systems/subsystems with the latest NYCT Standard and associated I2S.

Proposers are advised that a successful proposer will receive a stipend to partially off-set all costs associated with this project. Proposers shall complete the price schedule included in the Proposer’s Proposal section of the RFP to indicate the total amount of stipend required for this purpose.

The project is 100% MTA funded, is estimated in excess of $10 million and has a contract duration of 36 months from the Notice-of-Award date.

The subcontracting goals are: MBE: 0% and WBE: 0%

Pre-Proposal Conference. This meeting is scheduled for April 29, 2014 at 1:00 pm in Room D2.10, at 2 Broadway, New York, NY 10004. Proposers planning to attend this meeting are required to notify the Procurement Representative, Fabrizio Raho, via email at fabrizio.raho@nyct.com no later than 12:00 noon two (2) working days prior to this meeting. Proposers are limited to two (2) attendees per firm.

Selection of the Contractor to perform work on Contract S-48002 is being accomplished by a one-step Request for Proposal process. Proposer shall submit technical proposals and other items identified in the RFP “Overview and Proposal Procedures” section. The Selection Committee evaluates the technical proposals against the requirements in the solicitation and in accordance with the evaluation criteria described herein. Only a responsible Proposer will receive an award. To be considered responsible, the Proposer must demonstrate to the satisfaction of the Authority that it is in all respects a responsible party. This determination encompasses consideration of the Proposer’s integrity, skill, experience, necessary resources, and financial and other
resources to do the work in accordance with the Contract terms and conditions. The Contract will be awarded to
the qualified Proposer whose proposal the Authority believes will be the most advantageous to the Authority,
applying such evaluation criteria.

The RFP is currently available to Prospective Proposers at a cost of $350.00.

**Security Sensitive Information:** Prospective Proposers are advised that some portions of the solicitation
documents are classified as Security Sensitive Information (SSI). In order to obtain the RFP documents,
prospective Proposers are required to sign the Non-Disclosure and Confidentiality Agreement (NDA) enclosed
herein. Please complete and notarize “Attachment A” (Pages 8 & 9) and “Attachment B” (Pages 12 & 13) of the
NDA and submit the said Attachments along with the Order Form to the Bid Reception Desk. A copy of the
completed Attachments A & B shall also be submitted via email to the Procurement Representative at
fabrizio.raho@nyct.com.

**ON-GOING RESPONSIBILITY**

Proposers are reminded that establishing a proposer’s responsibility is an ongoing requirement for award and
that award of Authority contracts may only be made to “responsible” proposers or bidders. **Proposers should be aware that the following criteria are considered threshold criteria that must be met.** Proposers found unqualified based upon evaluation of the following criteria will be eliminated from further consideration:

- Record regarding integrity and business ethics;
- Record regarding defaults, debarments, suspensions and non-responsibility determinations;
- Safety Record;
- Ability to comply in a timely manner with the I2S Specifications.

**Proposal Evaluation.** NYCT’s selection to qualify an additional CBTC Equipment Supplier will be based
on compliance with the I2S, the development time required to comply with the I2S, and the proposed
CBTC system’s ability to meet the requirements reflected in Division 24 – COMMUNICATION-BASED
TRAIN CONTROL SYSTEM, of the contract documents.

Selection will be accomplished with a Request for Proposals (RFP) process using the below listed evaluation
criteria. The proposals will be evaluated by a “Selection Committee” composed of NYCT personnel,
experienced in the disciplines necessary to evaluate the proposal submissions. The following criteria will be
utilized to evaluate a Proposer’s general responsibility:

1. **General Responsibility to Receive Contract Award**
2. **Financial Resources**
3. **Safety Record**

a) **General Responsibility to Receive Contract Award and to Successfully and Faithfully Perform the Work:** Included in this criterion is the degree to which the Proposer characteristically performs the contract work using its own forces, types of work which it performs and satisfactory performance in the following areas:

- General Business experience and stability, including organizational structure, management expertise and depth and length of time in business;
- Satisfactory performance from the perspective of quality, compliance with regulatory requirements and management of construction and community impacts;
• Size, capacity and capability in relation to the Work to be performed, as well as Proposer's other concurrent contractual commitments including remaining duration and cost of current and future work as it relates to the performance of this contract (e.g., management, professional and technical expertise to perform the Work, the availability of physical plant and equipment to perform the Work); and

• Performance on other contracts (NYCT, MTA, other governmental and non-governmental entities) including compliance with safety standards, MBE/WBE requirements, claims loss history, defaults, debarments and non-responsibility determinations.

b) **Financial Resources:** Proposer is required to be adequately financed to pay promptly for all labor and materials as such obligations become due and to avoid the necessity for assignment of any monies payable. A firm must demonstrate:

- Requisite financial resources to timely execute the Work;
- Bonding capacity; and
- Ability to obtain required insurance.

**NOTE:** A firm in arrears in the payment of amounts due to MTA/NYCT will be required to pay said amounts in full in order to be considered a responsible Proposer, unless and to the extent that NYCT, upon satisfactory explanation made by the Proposer, excuses the Proposer from the payment thereof or permits further deferment of payment.

c) **Safety Record:** Proposer will have to demonstrate that it has an acceptable safety record, including an experience rating for Worker's Compensation Insurance of not more than 1.2. Also, each Proposer must supply such information as to whether, within the past five (5) years, its Commercial General Liability (or equivalent) and/or Builder's Risk, or all risk (or equivalent) insurance policies have been canceled or otherwise discontinued by an insurance carrier, and if so, the background and reasons therefore.

**EVALUATION CRITERIA**

A proposed system unable to satisfy any requirement deemed essential by the Selection Committee may be eliminated from further consideration. For the purpose of selecting Proposers to proceed to negotiations, Proposers that have not been otherwise eliminated from further consideration will be initially evaluated utilizing Criterion 1, Technical and Qualification Considerations as well as Other Relevant Technical Matters, Criterion 2, Overall Project Cost to be paid as a stipend, and Criterion 3, Other Relevant Matters. Criteria are listed in their relative order of importance. Those Proposers identified as being within the competitive range, with respect to such evaluation on Criteria 1, 2, and 3, will then be invited to participate in negotiations, possibly resulting in a request for Best and Final Offer. To the extent that competing proposals are otherwise determined to be substantially equal with regard to Criteria 1 and 3, the importance of Criterion 2 shall increase. To ensure proper consideration, Proposers shall furnish proposals with supporting documentation to be evaluated on the following evaluation criteria:

**Criterion 1 - Technical and Qualification Considerations as well as Other Relevant Technical Matters**

a. Technical and Qualification Considerations:

   i. Previous experience, qualifications, depth of resources and record of timely performance of the Proposer, either as a single entity or a joint venture (if applicable) and major subcontractors on similar or comparable projects including, but not limited to, the followings:

   1. Years of prior experience with CBTC systems functionally similar to NYCT systems in revenue service;
2. Proposed platform to meet NYCT I2S and Division 24 requirements including level of hardware / software changes required to their existing product;

3. Proposed use of vital Speed Measurement system for non-free axle including length of time the system is in revenue service;

4. Proposed use of the "Formal Methods" technique in CBTC Systems certification;

5. Availability and qualification of Technical staff to support this project;

6. Proposed duration needed to complete the project;

7. Previous experience with transit Signaling Systems that are similar to NYC Transit;

8. Previous experience of interoperability with other CBTC Systems.

ii. Proposer's project management approach demonstrating Proposer's understanding of the project objectives, including realistic phasing and staging plans; and Proposer's project schedule reflecting completion on time, including but not limited to, schedule monitoring and delay mitigation plans;

iii. Proposer's understanding of the project requirements related to maintenance and protection of NYCT operations, instrumentation and monitoring;

iv. Relevant experience of the Proposer and/or proposed subcontractors to perform the work described in Paragraph 15.e of the Overview and Proposal Procedures;

v. Proposer's "Project Management Plan" including but not limited to plan for coordination of subcontractors; and

vi. Proposer's Safety, Quality Control/Quality Assurance Plans as well as Proposer's lost time history and Worker's Compensation history;

b. Other Relevant Technical Matters including, but not limited to:

i. Pertinent items not expressly covered above and issues raised after release of the RFP or during negotiations;

ii. Quality and thoroughness of the Technical Proposal and Oral Presentations including description of work schedule;

**Criterion 2 - Overall Project Cost** including, but not limited to:

Amount of stipend the proposers request and/or additions resulting from proposed changes to Terms and Conditions, as well as from innovations with respect to the Project Schedule and Staging; and cost implications of proposed use of NYCT services, facilities and materials. In the case of alternate Proposals deemed acceptable by the Selection Committee offering reductions to the time allowed for Substantial Completion, the cost implications and value to the Authority of such schedule improvements will be taken into account under this criterion.

**Criterion 3 – Other Relevant Matters**

i. Willingness to agree to the Authority's proposed Terms and Conditions or the benefit to be derived by the Authority in return for changes to its proposed Terms and Conditions or to negotiate same in a timeframe consistent with the Authority's needs;

ii. Overall adherence to the requirements of this RFP in terms of quality and completeness.
In making the determination as to which proposal offers the best value to the Authority, the Authority will review all factors that contribute to the total cost of the proposal. Accordingly, the Authority may not necessarily make an award to the lowest priced proposal in the event that the Authority determines that the lowest priced proposal does not offer the best value to the Authority. In addition, the Authority may not necessarily make the award to the Proposer with the highest technical ranking. Even if price is not the most important evaluation criterion for this solicitation, price may be the controlling factor to the extent that competing proposals are otherwise determined to be substantially equal.
CONFIDENTIALITY AND NON-DISCLOSURE REQUIREMENTS

Document Security Notice to Prospective Proposers/Contractor

Before receiving RFP documents deemed to contain NYCT Security Sensitive Information, the prospective Proposer / Contractor is required to fill out a company Non-Disclosure and Confidentiality Agreement Form (NDA), Attachment A and an Information and Responsibility Request Form, Attachment B. By taking possession of any NYCT Security Sensitive Information the prospective Proposer / Contractor affirms its obligations pursuant to the NDA previously executed and specifically agrees to the following:

All proposal information containing NYCT Security Sensitive Information must be protected by the prospective Proposer / Contractor from unauthorized disclosure.

Only authorized NYCT personnel, entities that sign a Company Non-Disclosure and Confidentiality Agreement and hence become authorized to handle NYCT Security Sensitive Information, and employees of such entities shall have access thereto. If NYCT deems a Prospective Proposer / Contractor unauthorized, that Prospective Proposer / Contractor will be denied RFP documents containing NYCT Security Sensitive Information.

NYCT Security Sensitive Information must be protected from unauthorized disclosure. Individuals unsure if particular information is NYCT Security Sensitive Information, should consult with NYCT's designated Point of Contact and mark the cover page and each page that the individual believes contains NYCT Security Sensitive Information.

i. The Prospective Proposer / Contractor shall provide appropriate and reasonable physical and logical security for all data, files and programs containing NYCT Security Sensitive Information. The Prospective Proposer / Contractor shall ensure that similar, and equally adequate, procedures are employed by any party that will store, handle, use or examine any of the NYCT Security Sensitive Information data.

ii. The Prospective Proposer / Contractor shall take steps reasonably necessary to provide logical security for the computer-stored and off-line records, data, files and programs of the NYCT. Such logical security shall be in accordance with the highest standards in use in accordance with mutually agreed upon specifications with NYCT.

iii. No NYCT Security Sensitive Information may be sent, shipped, mailed, e-mailed in any fashion whether manually or electronically or digitally to any site outside the borders of the United States. Within the borders of the United States, all senders and receivers of material containing NYCT Security Sensitive Information, or their employers, will have signed a
Company Non-Disclosure Confidentiality Agreement to authorize access to NYCT Security Sensitive Information.

iv. The Prospective Proposer / Contractor acknowledges that all NYCT Security Sensitive Information is the exclusive property of NYCT and is not to be shared with any third party other than what is required in order to perform the obligations under the awarded Contract.

v. The Prospective Proposer / Contractor shall take and continue to take during the term of this Contract, appropriate employee confidentiality measures for the employees of the Prospective Proposer / Contractor and Subcontractors who have access to NYCT Security Sensitive Information.

vi. The Prospective Proposer / Contractor shall not disclose the NYCT Security Sensitive Information to a third party government, person, firm or representative thereof without the prior consent of the NYCT.

vii. The Prospective Proposer / Contractor shall not use NYCT Security Sensitive Information for any other purpose other than for which it was provided or generated, without the prior written consent of the NYCT.

viii. All NYCT Security Sensitive Information and material containing NYCT Security Sensitive Information provided or generated during the performance of this Contract will continue to be protected in the event of withdrawal by the recipient party or upon termination of the Contract.

ix. Unless otherwise directed by NYCT, unsuccessful Proposers shall fully relinquish to NYCT no later than the date of Contract Award all original documents containing NYCT Security Sensitive Information pertaining to the Work. Proposers warrant that, if unsuccessful, their employees shall return any original document containing NYCT Security Sensitive Information and shall destroy all copies of such materials no later than the date of Contract Award. NYCT Security Sensitive Information includes notes, photographs, and renderings whether manual or electronic and digitally, sketches, scans or diagrams that may have been created by the Prospective Proposer / Contractor and its employees.

x. The Prospective Proposer / Contractor agrees to include these requirements and procedures in each Subcontract in relation to this solicitation.

xi. The Prospective Proposer / Contractor shall inform NYCT of the location where all NYCT Security Sensitive Information will be kept during the duration of the solicitation process, and will have signed a Non-Disclosure Confidentiality Agreement stating the Prospective Proposer / Contractor's commitment towards and awareness of handling NYCT Security Sensitive Information.

xii. There shall be no dissemination or publication, except within and between the Prospective Proposer / Contractor and any Subcontractors, of NYCT Security Sensitive Information developed herein without the prior written approval of NYCT.

xiii. The Prospective Proposer / Contractor is prohibited from posting, modifying, copying, reproducing, republishing, uploading, transmitting or distributing in any way images, photographs, or renderings of the NYCT property on any electronic media that can be accessed by any individual.
without the prior written consent and approval of NYCT and shall limit access to such information to individuals who are subject to a Company Non-Disclosure Confidentiality Agreement signed by themselves or their employer.

xiv. Prospective Proposer / Contractor shall provide NYCT or authorized personnel with their existing protocols for procedures to ensure security in the procurement process and in handling NYCT Security Sensitive Information. Such protocols shall be reviewed and certified by NYCT for compliance.

b. Prospective Proposer / Contractor Responsibilities

i. Limiting Distribution to Authorized Users: Documents and information containing NYCT Security Sensitive Information may only be distributed to prospective subcontractors, architects, engineers, consultants, and suppliers that have completed the company NDA substituting the applicable description of the entity to whom the document and information will be distributed (e.g., prospective subcontractor). In addition, prospective Subcontractors shall complete a responsibility and information request form in addition to the company Non-Disclosure and Confidentiality Agreement. The responsibility and information request forms shall include the following identification requirements:

- A copy of the valid business license or other documentation granted by the State or jurisdiction to conduct business
- Verification of a valid DUNS Number
- A valid IRS tax ID number
- A valid picture state driver’s license
- Response to some additional questions related to the Contractor’s work history.

ii. Retaining and Destroying Documents: At the conclusion of the Contract, all copies of NYCT Security Sensitive Information shall be destroyed by the Contractor. Copies of NYCT Security Sensitive Information shall be destroyed as soon as possible after it has served the purpose for which it was released by NYCT, developed and prepared by the Contractor, and originals shall be retained and returned to NYCT after completion or termination of the Contract. Destruction shall be done by shredding hardcopy, and/or physically destroying CD’s, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

iii. Term of Effectiveness: all efforts required above shall continue throughout the entire term of Contract. All NYCT Security Sensitive Information shall be safeguarded against unauthorized use for the term of the retention.
iv. Written Agreement of Disposal: A written statement is required for the disposal of NYCT Security Sensitive Information. The written statement shall include the date of disposal, identify the material destroyed, and be signed by the individuals designated to destroy and witness the destruction. Contractor shall ensure that NYCT knows, through their personal knowledge, that such material was destroyed. At the Contractor's discretion, the destruction information required shall be combined with other required control records. The Contractor shall maintain destruction records for 2 years.
ATTACHMENT A

THE NEW YORK CITY TRANSIT AUTHORITY

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT- PROSPECTIVE PROPOSER / CONTRACTOR

Solicitation / Contract No. S-48002

1. This Confidentiality Agreement shall govern the disclosure to and use by _______________ ("Prospective Proposer / Contractor"), of all NYCT Security Sensitive Information Materials provided by the New York City Transit Authority ("The NYCT"), as well as any work product developed by the Prospective Proposer / Contractor.

2. For purposes of this Agreement, "The NYCT" may designate, as Security Sensitive those documents and materials that are marked "NYCT Security Sensitive Information", to be confidential or sensitive in nature and not releasable to the public. Such documents may include but not limited to, plans, drawings, specifications, photographs, videotapes, or other such documents of any nature or description, that pertain to "The NYCT" owned and/or operated facilities.

3. These Protected Materials are to be disclosed by the Prospective Proposer / Contractor only to those persons or entities as explicitly authorized to view these Protected Materials on behalf of the Prospective Proposer / Contractor as set forth in Appendix A (Solicitation) or Appendix B (Contract Performance) respectively, which are attached and made a part of this agreement. A complete Appendix A of this agreement shall be submitted with the Proposal and Appendix B shall be submitted after the Contract is awarded.

4. Prospective Proposer / Contractor agrees to the following:
a) That all “The NYCT” documents marked “NYCT Security Sensitive Information” and made available to the Prospective Proposer / Contractor and its employees, shall be kept safe, secure, and confidential at all times.

b) Prospective Proposer / Contractor represents that all such documents pertaining to the solicitation, shall be relinquished to “The NYCT” upon request. Apparent qualified Proposers may be directed in writing by the NYCT to retain these documents until further notice. After the Contract is awarded, the Awardee warrants that all NYCT Security Sensitive Information pertaining to the Contract shall be relinquished to the NYCT at the completion of the Contract unless it has been requested by NYCT to be retained by the Contractor. Contractor further warrants that its employees, consultants, sub-consultants, subcontractors and agents shall not retain any of the materials containing NYCT Security Sensitive Information or copies of such materials from the Solicitation or after the end of the Project Work. This includes any notes, photographs, renderings whether manual or electronic, sketches, scans, or diagram that may have been made by the Contractor or its consultants, sub-consultants, subcontractors and agents using “the NYCT” documents.

c) Within seven (7) days after execution of this agreement, Contractor shall state in writing, to the Designated Point of Contact, where the documents used for the solicitation process are kept and the methods and safeguards the Prospective Proposer / Contractor will undertake to prevent any unauthorized access or duplication of the “the NYCT Security Sensitive Information” documents, during the time period that these materials are in its possession. Within seven (7) days after Contract award the Contractor shall advise the Engineer in writing where the documents to be used during the Project Work are kept and the methods and safeguards the Contractor will undertake in order to prevent any unauthorized access or duplication of the “the NYCT Security Sensitive Information” documents during the time period that these materials are in its possession.
5. In the event that any unauthorized persons or entities to whom the NYCT Security Sensitive Information is disclosed, ceases to be engaged during the proposal evaluation process or during the Project Work, access to NYCT Security Sensitive Information shall be terminated by the prospective Proposer / Contractor, as applicable and the “The NYCT” shall be notified of the same in writing. Contractor shall ensure that such person will relinquish all NYCT Security Sensitive Information to the prospective Proposer / Contractor.

6. The NYCT shall create an inventory of all Materials containing NYCT Security Sensitive Information being provided to the prospective Proposer / Contractor for control purposes. After completion of the Solicitation, all materials relinquished to NYCT (Procurement Manager) by the prospective Proposer / Contractor shall be checked against the inventory. During the Project Work, all material containing NYCT Security Sensitive Information used by the Contractor shall be periodically checked by NYCT against the inventory list. At the end of the Contract, all material relinquished to NYCT will be checked against the inventory. All copies of the checked inventory during solicitation and the project work shall be forwarded to “The NYCT”.

7. Nothing contained in this Agreement shall create any relationship between the “The NYCT” and any Third Party. Further, nothing in this Agreement shall create any rights for any third party nor any obligation on the part of the “The NYCT” to any third party, including but not limited to the Contractors.

8. The NYCT reserves the right to periodically audit the Contractors' security practices during the solicitation process or during the Project Work to ensure that they are in compliance with the procedures.
The contents of the materials that contain NYCT Security Sensitive Information shall not be disclosed to anyone other than in accordance with this Agreement.

THIS AGREEMENT HAS BEEN DULY EXECUTED THIS _______ day of ________________________, 20__.  

By ________________________________  

On behalf ________________________________  

(Contractor)  

______________________________  
Print name and title of Authorized Officer  

______________________________  
Contractor Federal ID number (EIN)
Solicitation No. S-48002

VERIFICATION AND ACKNOWLEDGEMENT
(CONFIDENTIALITY AGREEMENT-CONTRACTOR)

STATE OF __________________________
COUNTY OF __________________________

On the ______ day of __________________________ 20__ before me personally came and appeared
______________________________ by me known to be said person, who swore under oath as follows:

1. He/she is __________________________ (print title)
   of __________________________ (firm / entity).

2. He/she is duly authorized to sign this Confidentiality Agreement on behalf of
   __________________________ (firm / entity), and duly signed this document
   pursuant to said authorization.

Sworn to before me the ______ day of __________________________ 20__.

NOTARY STAMP AND
SIGNATURE __________________________
Appendix A

(Solicitation No. S-48002)

Entities Authorized to view protected materials

1. Contractor Name: __________________________  Federal ID# __________________
   Address: __________________________________________
   __________________________________________
   Contact: __________________________  Phone Number: __________

2. Contractor Name: __________________________  Federal ID# __________________
   Address: __________________________________________
   __________________________________________
   Contact: __________________________  Phone Number: __________

3. Contractor Name: __________________________  Federal ID# __________________
   Address: __________________________________________
   __________________________________________
   Contact: __________________________  Phone Number: __________

4. Contractor Name: __________________________  Federal ID# __________________
   Address: __________________________________________
   __________________________________________
   Contact: __________________________  Phone Number: __________

5. Contractor Name: __________________________  Federal ID# __________________
   Address: __________________________________________
   __________________________________________
   Contact: __________________________  Phone Number: __________
Appendix B

(Contract No. S-48002)

Entities Authorized to view protected materials

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ATTACHMENT B

INFORMATION AND RESPONSIBILITY REQUEST FORM
THE NEW YORK CITY TRANSIT AUTHORITY

SOLICITATION NO. S-48002

Vendor’s Full Legal Name: ________________________________

Form of legal entity: __________________________* (corporation, partnership, joint venture, sole proprietorship, etc.)

Organized in: ________________________________ (state or country under whose laws Contractor is organized)

Authorized Officer: ________________________________ (Print)

IRS Federal Taxpayer Identification Number: ________________________________

DUNS

Number: ________________________________

Mailing Address: __________________________________________________________

Telephone Number: ________________________________

Fax Number: ________________________________

A Copy of Vendor’s Business License is Attached
VERIFICATION AND ACKNOWLEDGMENT (S-48002)  
(INFORMATION TO BE FURNISHED BY CONTRACTOR)

* If the Prospective Proposer / Contractor is a corporation, an affidavit must be submitted with the questionnaire showing the names and addresses of the directors and principal officers. The full legal title must be given here and a certified copy of the certificate of incorporation must be submitted together with the names and addresses of the directors and principal officers. If the Prospective Proposer / Contractor is a foreign corporation, proof must be submitted of its Authority to transact business in the State of New York. If the Prospective Proposer / Contractor is a partnership or a Joint Venture, the above blank must be filled in the following form: “the firm of A.B. & Co., composed of A., B., C., D., etc.” (giving the names of all the partners or firms).

The NYCT reserves the right to inquire further with respect to Contractor's response: and Contractor consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the NYCT.

PROPOSER must sign here: ________________________________

STATE OF ________________________________
COUNTY OF ________________________________

On the _____ day of ________________________________, 20___, before me personally came and appeared ________________________________ by me know to be said person, who swore under oath as follows:

1. He/she is duly authorized to sign this questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.

2. He/she is duly authorized to sign this questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.

3. The answers to the questions set forth in this questionnaire and the representations set forth in this questionnaire are true, accurate and complete.

4. He/she acknowledged and understands that the questionnaire includes provisions which are deemed included in the Contract if award to the firm.

Sworn to before me the _____ day of ________________________________, 20___

Notary’s Stamp and Signature. ________________________________