

**THE METROPOLITAN TRANSPORTATION AUTHORITY
ACTING BY THE
MTA CONSTRUCTION AND DEVELOPMENT COMPANY**



**RFI-DKI-1-1
Request for Information for
Modernization of the DeKalb Interlocking**

Rev. 1

August 15, 2025



Construction & Development

~~August 15~~July 28, 2025

Subject: RFI-DKI-1-1_Rev. 1 - Request for Information for Modernization of the DeKalb Interlocking

Dear Interested Parties:

The MTA Construction and Development Company ("MTA C&D") is seeking information for innovative solutions for modernizing the DeKalb Interlocking to accommodate future deployment of Communication Based Train Control ("CBTC") on the 6th Avenue, Broadway, Brighton and 4th Avenue lines.

I am MTA C&D's designated Point of Contact for this RFI, and I can be reached at eduardo.leanez@mtacd.org. All communications related to this RFI, including the Respondent's RFI response, should be directed to me.

The new deadline date to submit responses is Thursday, September 18, 2025 at 2:00 PM.

~~Responses should be submitted by Thursday, August, 28, 2025 at 2:00 PM.~~

Thank you for your participation.

Sincerely,

Eduardo Leanez
Eduardo Leanez

Assistant Director Procurement

MTA C&D requests industry feedback and ideas for modernizing the signal and train control system at the DeKalb Interlocking that could be completed during the CBTC train control project on the 6th Avenue/63rd Street lines.

MTA C&D is currently considering two concepts for modernizing the Interlocking.

A. Concept 1 – CBTC-based modernization: Integrating the Interlocking into the 6th Ave CBTC Territory

The current relay-based WSP system and Local Control Panel would be decommissioned and replaced with a CBTC-based train control system and new computer-based interface control panel (“Soft Local Control Panel”). The DeKalb Interlocking would become part of the 6th Ave CBTC territory. The B/D trains operating under the 6th Ave CBTC system would transition from and to non-CBTC Wayside Signal Protection (“WSP”) at the Brighton and 4th Ave lines. The trains operating through the Interlocking from and to the Broadway line would not transition to CBTC and will remain in WSP.

B. Concept 2 – non-CBTC based modernizations: Adding PLCs

The existing relay-based Interlocking would be retained but upgraded with Programmable Logic Controllers (PLCs) controlled by MTA’s Automatic Train Supervision system for the B-Division (ATS-B), thus enabling automatic route setting by the ATS-B (rather than current local-manual route setting). The existing Local Control Panel would be decommissioned and replaced with a non-CBTC based Soft Local Control Panel. The DeKalb Interlocking would not become part of the 6th Ave CBTC territory.

This RFI is issued exclusively to elicit information. It is not a Request for Proposal (“RFP”) or any promise that an RFP will be issued to a Respondent in the future. This RFI does not commit MTA C&D to contract for any material or services and MTA C&D will not pay for any information or any costs incurred in responding to this RFI. MTA C&D shall have the right to use any information submitted in response to this RFI without obligation or compensation.

2 INFORMATION SOLICITED FOR THE DEKALB INTERLOCKING MODERNIZATION

1. For both Concepts 1 and 2, Respondent should address the following:

- A. Describe how Respondent would implement each concept;
- B. Propose a solution for introducing a new Soft Local Control Panel capable of controlling (1) the existing Interlocking area and (2) possible extensions to adjacent lines;
- C. Propose a solution to implement automatic route setting through the Interlocking, including for trains entering and exiting non-CBTC lines (e.g. Broadway line to/from Brighton line and Broadway to/from 4th Ave line); and
- D. Compare the risks, benefits, and operational impacts of both concepts. Identify key assumptions and dependencies that would affect MTA’s implementation.

2. For Concept 1 only:
 - A. Describe how the system could manage both CBTC and non-CBTC trains. (Note: the trains operating through the Interlocking may not all be CBTC-equipped).
 - B. Describe how the system will manage CBTC-equipped trains operating to/from the Broadway, Brighton and 4th Ave lines in WSP, while also supporting transitions of CBTC-equipped trains to/from the 6th Ave line between CBTC and WSP modes.
3. Alternative Concepts
 - A. Respondent may propose an alternative concept or modernization approach not covered under Concepts 1 or 2.

3 GUIDANCE IN PREPARATION OF THE RFI

1. The purpose of this RFI is to evaluate options for modernizing the DeKalb Interlocking to improve operations and address state-of-good-repair needs.
2. Respondents should focus their RFI responses on the feasibility, risks, and benefits of the proposed modernization concepts. Responses must explain how the proposed solutions would resolve current operational challenges, including manual train identification and routing, as well as speed control limitations caused by the existing Graded Time Signal design shown in the Dekalb Interlocking Single Line Drawings. Additionally, respondents should describe the anticipated operational improvements once the modernized Interlocking is in service, including how the solution would manage transitions between WSP and CBTC territories.
3. Respondents must clearly identify any portion of a proposed solution that the Respondent asserts is confidential and/or proprietary.

4 CONFIDENTIAL INFORMATION TO BE SHARED BY MTA C&D AS PART OF THIS RFI

1. To aid development of a response, interested Respondents may obtain an electronic copy of the following documents from MTA C&D:
 - a. Single Line Drawings of Dekalb Interlocking
 - b. Drawings of Dekalb Interlocking Local Control Panel
2. The documents listed in paragraph 4.1.a-b above are Confidential Information as that term is defined in the attached Non-Disclosure and Confidentiality Agreement and can only be obtained following the execution of the NDA by the Respondent. Therefore, all interested Respondents must execute and return an electronic copy of the NDA attached to this RFI to MTA C&D's Point of Contact. Upon return of the executed NDA, MTA C&D's designated Point of Contact will send the Respondent an electronic copy of the requested documents.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

_____, a _____, with a
(company name) (company type e.g. LLC)
principal office at _____
(official legal address on file with the Secretary of State)

(“Recipient”) agrees as follows:

WHEREAS, MTA Construction and Development Company (“MTA C&D”) is a subsidiary agency of the Metropolitan Transportation Authority (the “MTA”), and is the MTA agency responsible for the management of capital projects that benefit the MTA and its subsidiary and affiliate agencies (collectively the “MTA Agencies”); and

WHEREAS, Recipient is a _____; and

WHEREAS, MTA C&D and is sharing information for innovative solutions for modernizing the DeKalb Interlocking to accommodate future deployment of Communication Based Train Control (“CBTC”) on the 6th Avenue, Broadway, Brighton and 4th Avenue lines (RFI-DKI-1-1) (the “Purpose”); and

WHEREAS, in connection with the Purpose, Recipient has requested that MTA C&D provide Recipient with certain information that may be security-sensitive, confidential and/or proprietary, and, if disclosed to outside recipients without a non-disclosure and confidentiality agreement in place, would harm MTA C&D, the MTA Agencies and unnamed third parties;

WHEREAS, Recipient acknowledges that MTA C&D has an existing and significant interest and obligations in establishing, maintaining and protecting the security and safety of this information for, among other reasons, purposes of public safety;

WHEREAS, MTA C&D is willing to share this information with Recipient to achieve the Purpose on the express and agreed-upon condition that Recipient safeguards the information and adheres to the terms and conditions set forth in this agreement (the “Agreement”);

NOW, THEREFORE, the Recipient agrees as follows:

1. **Confidential Information.** For purposes of this Agreement, “Confidential Information” means any and all information shared with Recipient by MTA C&D in connection with the Purpose. Confidential Information need not be marked or identified as “confidential” or “proprietary” and includes, but is not limited to data, prototypes, designs, plans, specifications, calculations, manuals, drawings, tables, charts, photographs, policies, procedures, agreements, financial information and other business or operation information, technical information, any MTA Agency project, contract, or MTA Agency asset information, whether communicated verbally, in writing or in any other form.
2. **Use of the Confidential Information.** Recipient shall treat all Confidential Information and all materials developed by Recipient using Confidential Information as strictly confidential and understands that it may use the Confidential Information solely in connection with the Purpose described above. Recipient shall not, without the prior written

consent of MTA C&D, disclose or reveal any Confidential Information to any person other than Recipient's employees who are actively and directly participating on behalf of Recipient in the Purpose ("Representatives"), and even then, only to the extent that such persons have a need to know such Confidential Information to accomplish the Purpose. Recipient shall advise MTA C&D, in writing, the names of all persons it shares the Confidential Information with and shall provide those persons with a copy of this Agreement and confirm that they are legally bound by the same obligations to MTA C&D as are required by the Recipient under this Agreement.

3. **Reproduction of Confidential Information.** Subject to the language in paragraph 2 above, Recipient shall not transcribe, duplicate, reproduce sell or otherwise transfer or make available, directly or indirectly, the Confidential Information or subsequent analysis for any reason.
4. **Securing the Confidential Information.** Recipient agrees to protect the Confidential Information using at least the same degree of care that Recipient uses to protect and preserve the confidential and proprietary nature of its own confidential information, but no less than the industry-wide accepted standard of care. Recipient agrees to immediately notify MTA C&D in writing of any loss, unauthorized disclosure, or misplacement of any Confidential Information, in whatever form, and to fully cooperate with MTA C&D and provide any assistance reasonably necessary to mitigate the situation.
5. **No Requirement to Provide Access to Recipient.** Nothing in this Agreement shall require MTA C&D to provide access to or possession of any Confidential Information to Recipient, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, Recipient shall abide by the terms, conditions, and requirements of this Agreement.
6. **Compelled Disclosure of Confidential Information.** If at any time Recipient receives a subpoena, discovery request, court order, Freedom of Information Law ("FOIL") or Freedom of Information Act ("FOIA") request, or any other request or demand authorized by law seeking disclosure of the Confidential Information, Recipient shall immediately notify MTA C&D and work cooperatively with MTA C&D to take all reasonable steps necessary to prevent disclosure, including the step of seeking protective treatment of the Confidential Information. Recipient shall not disclose any Confidential Information in response to such request until a court of law or other legal body renders a determination on the issue, and then only after Recipient has first consulted with counsel for MTA C&D, provided MTA C&D's counsel with copy of the court or legal body's determination and confirmed in writing with MTA C&D's counsel that MTA C&D does not intend to pursue subsequent legal measures to protect the information.
7. **No Warranty.** MTA C&D makes no representation or warranty, express, implied or otherwise, regarding the accuracy or completeness of the Confidential Information or its suitability for Recipient's authorized use or for any purpose whatsoever (including the Purpose). MTA C&D and the MTA Agencies shall have no liability to Recipient,

Recipient's Representatives or any other individuals or entities resulting from the use of the Confidential Information or any reliance on the accuracy or completeness thereof.

8. **Indemnification.** Recipient understands and agrees that compliance with this Agreement is of the utmost importance to MTA C&D and that non-compliance will result in irreparable harm to MTA C&D and the MTA Agencies. Recipient shall be liable for, and indemnify, defend and hold harmless, MTA C&D, the MTA Agencies, and each of the foregoing's employees, agents, officers, directors and Board members (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, damages, costs and expenses (including but not limited to attorneys' fees and costs) incurred by the Indemnified Parties resulting from, or arising out of or in connection with, any breach of this Agreement, unauthorized disclosure, or use of the Confidential Information directly or indirectly related to the actions of Recipient, its employees and agents or any third-parties that received Confidential Information directly or indirectly from Recipient.
9. **Remedies.** Recipient acknowledges that the Confidential Information is of a unique and valuable character, and that the damages to MTA C&D and the MTA Agencies that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate and would cause irreparable harm to MTA C&D and the MTA Agencies. Recipient agrees that MTA C&D and the MTA Agencies are entitled to injunctive relief to prevent the dissemination of any Confidential Information in violation of the terms of this Agreement without being required to show any actual damage or to post any bond or other security, and that this injunctive relief shall be in addition to any other remedies available to MTA C&D and the MTA Agencies hereunder, whether at law or in equity.
10. **Ownership of Confidential Information.** All Confidential Information remains the property of MTA C&D, irrespective of whether it is disclosed under this Agreement. By disclosing information to Recipient, Recipient understands and agrees that MTA C&D does not grant any express or implied license or right to Recipient to use the Confidential Information for any reason except the right to use it for the Purpose. By disclosing information to Recipient, Recipient understands and agrees that MTA C&D grants no right, title, interest, license or other rights (express or implied) to Recipient with respect to the Confidential Information (other than the right to use such information as provided herein) and MTA C&D retains all rights therein.
11. **Return of Confidential Information.** Upon the earlier of: (i) the termination of this Agreement; (ii) the completion of the Purpose; or (iii) the request of MTA C&D, Recipient shall immediately return to MTA C&D, at Recipient's sole expense, all tangible Confidential Information, including electronic files, documentation, notes, plans, drawings, derivative works and copies thereof, and shall delete all electronic files and records containing the Confidential Information and derivative works thereof, or, if so requested by MTA C&D, provide MTA C&D with written certification that all such Confidential Information has been destroyed.

12. **Effective Date.** This Agreement shall be effective as of the date of Recipient's signature below, and shall continue to be in effect until terminated in writing by MTA C&D. Recipient understands and agrees that due to the sensitive nature of the Confidential Information and potential impact on public safety, the Agreement may continue to be in effect for perpetuity.
13. **Severability.** If any provision of this Agreement is found invalid or unenforceable, the rest of the Agreement, including all of its remaining terms, will remain in full force and effect as if such invalid or unenforceable terms had never been included.
14. **Waiver.** Any waiver by MTA C&D of a breach of any provision of this Agreement by Recipient shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement. In addition, as to all Confidential Information provided by MTA C&D, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.
15. **Entire Agreement.** This document contains the entire agreement with respect to the subject matter hereof, superseding any prior or contemporaneous agreements with respect to the subject matter hereof. In the event of any conflicting terms between prior agreements relating to this subject matter, the more stringent terms that benefit MTA C&D shall control.
16. **Modifications.** No modification, supplement, amendment or waiver of this Agreement shall be binding unless agreed to in writing by MTA C&D.
17. **Third-Party Rights.** Nothing in this Agreement shall create any rights for any third party or any obligation on the part of MTA C&D or the MTA Agencies to any third party.
18. **No Agency, Joint Venture, or Partnership.** This Agreement does not create any agency, joint venture, or partnership relationship between MTA C&D or the MTA Agencies and the Recipient.
19. **Choice of Law and Jurisdiction.** This Agreement shall be governed by, construed under, and enforced pursuant to the laws of the State of New York, without regard to conflict of law principles. Any dispute or claim arising out of or relating to this agreement shall be brought exclusively in the federal or state courts located within the County of New York, State of New York. Recipient consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein or convenience of any forum therein.
20. **Authority.** The individual executing this Agreement on behalf of Recipient represents and warrants that they are fully authorized to execute and deliver this Agreement on behalf of the Recipient in accordance with its terms.

21. **Notices.** All notices, demands and communications required under this Agreement shall be in writing and served by personal delivery, US Mail (registered or certified mail, postage pre-paid, return receipt requested), commercial delivery service or by e-mail at the following addresses:

a. If sent to MTA C&D, the correspondence shall be directed to:

Eduardo Leanez
Assistant Director Procurement
2 Broadway, 8th Floor
New York, New York 10004
e-mail: eduardo.leanez@mtacd.org

with a copy to:

Marc Metson, VP/Associate General Counsel
MTA Construction and Development Company
2 Broadway, 8th Floor
New York, New York 10004
e-mail: marc.metson@mtacd.org

b. If to Recipient, the correspondence shall be directed to: *(recipient fill the information below)*

Contact Name: _____

Title: _____

Address: _____

Email: _____

22. **No Assignment.** Recipient may not assign or transfer this Agreement (in whole or in part) without the prior written consent of MTA C&D. This Agreement, and the rights and obligations of MTA C&D and the Recipient hereunder, will be binding upon and inure to the benefit of the parties' respective successors, assigns, heirs, executors, administrators, agents and representatives.

23. **Headings.** The various captions and section headings contained in this Agreement are used only as a matter of convenience and in no way define, limit, or extend the scope or intent of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Recipient agrees to be bound by the terms of this Agreement.

(*company name*)

By: _____
(*signature*)

Name: _____

Title: _____

Date: _____