

PROTECTIVE AGREEMENT FOR SENSITIVE SECURITY INFORMATION

PURPOSE

The Piedmont Triad Airport Authority ("PTAA" or the "Authority") is soliciting bids for a Video Management System Upgrade (the "Project") in the Terminal Building at the Piedmont Triad International Airport. The bid documents contain Sensitive Security Information ("SSI") that PTAA is required to protect under regulations issued by the Transportation Security Administration. Other SSI may be disclosed through the bid process or through inspection of the existing video system or other facilities in the Terminal Building. The undersigned party ("Bidder") is interested in evaluating the solicitation and in preparing a bid if it decides to respond. The purpose of this Agreement is to permit the Bidder to obtain access to the bid documents and to participate in the bid process under terms and conditions which will protect the SSI from unauthorized use or disclosure.

As used in this Agreement, SSI shall be deemed to include all information (i) that is provided to the Bidder in the bid documents or through the bid process for the Project and (ii) that is within the definition of "Sensitive Security Information" in either 49 CFR 15.5 or 49 CFR 1520.5 or that is marked or otherwise designated as "SSI." The "Authorized Purpose" shall mean the Bidder's evaluation of PTAA's solicitation for the Project and the preparation of a responsive bid by the Bidder.

TERMS

Bidder understands and agrees to the following terms and conditions:

1. Use Restrictions.

- a. Bidder will use the SSI only to the extent necessary to accomplish the Authorized Purpose.
- b. Except as provided in Section 3, Bidder will disclose SSI (i) only to its employees that have a need to know such SSI for the Authorized Purpose, as determined under 49 CFR 15.11 and 49 CFR 1520.11, (ii) only as may be necessary to accomplish such Purpose, and (iii) only on the condition that each such employee agrees to abide by the restrictions that are set forth herein by signing a separate employee agreement in the form attached hereto as Exhibit A. (Note: Employee signatures should not appear on the Exhibit A that is attached to this Agreement and signed by the Bidder. Bidder should instead make a separate copy of Exhibit A for

employees to sign either before or after the Bidder returns this Agreement to PTAA. Bidder need not submit the copy that is signed by employees unless it is requested to do so by PTAA.)

- c. Bidder may copy or reproduce the SSI only as may be necessary to accomplish the Authorized Purpose and only if the reproduced material is marked and protected in the same manner as the original material.
2. **Handling SSI.** Bidder shall safeguard from unauthorized disclosure all SSI that is in Bidder's possession or control. SSI shall at all times be held in protective storage or under the personal observation and control of a person authorized to receive it. Each person who works with SSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. During working hours, reasonable steps shall be taken to minimize the risks of access by unauthorized personnel. After working hours, SSI shall be secured in a secure container, such as a locked desk, file cabinet or locked room. Access to electronic documents that contain SSI shall require the use of a password that is only provided to authorized persons.
 3. **Disclosure of SSI to Third Party Firms.** Bidder shall not divulge any SSI that is provided to it pursuant to this Agreement to any third party, other than its own employees and agents, unless (i) the disclosure is necessary to accomplish the Authorized Purpose, (ii) such third party agrees to be bound by the same restrictions that are set forth in this Agreement and to the enforcement provisions hereof and a signed copy of such agreement has been provided to PTAA, and (iii) Bidder shall be responsible for the proper handling and destruction of such SSI by such third party. If Bidder becomes aware of or has reason to believe that any SSI has or may have been released to any unauthorized person or party, Bidder will immediately give PTAA written notice of such actual release or reason to believe that such a release may have occurred.
 4. **Destruction of SSI.** Bidder acknowledges that after a contract is awarded for the Project, it will not have a continuing need for the SSI unless the contract has been awarded to the Bidder. For this reason, if Bidder is not awarded the contract, Bidder, and any third parties to whom Bidder has divulged the SSI, will destroy the SSI completely to preclude recognition or reconstruction of the information. SSI may be destroyed in any manner that prevents unauthorized retrieval. If Bidder decides not to submit a bid, the destruction will take place as soon as the decision is made; and Bidder will certify such destruction to PTAA immediately after the bid opening. If Bidder submits a bid but is not awarded a contract, the destruction will take place as soon as Bidder is notified of the contract award, and the Bidder will then certify such destruction to PTAA. Certification of SSI destruction shall be made on the form attached hereto as Exhibit B.

5. **Remedies.** Bidder acknowledges that the disclosure or use of SSI in violation of this Agreement shall cause irreparable injury to PTAA that cannot be adequately compensated in monetary damages. Accordingly, in addition to any other legal or equitable remedies that may be available, PTAA shall be entitled to equitable relief, including an injunction and specific performance, in the event of any breach or threatened breach of this Agreement by the Bidder. If PTAA prevails in any action to enforce this Agreement, Bidder shall, upon the final adjudication thereof, reimburse PTAA for all reasonable expenses and attorneys' fees incurred by PTAA in bringing and prosecuting such action.

6. **Governing Law.** This Agreement shall be governed and construed by the laws of the State of North Carolina without giving effect to any choice of law principles that might result in the application of the laws of any other jurisdiction.

7. **Forum.** Any action arising under this Agreement must be brought in the Superior Court of Guilford County North Carolina or in the Federal District Court for the Middle District of North Carolina. Bidder hereby consents to the jurisdiction and venue of such courts.

NOTICE AND AUTHORIZATION

Bidder agrees to provide an email address to PTAA for implementation of this Agreement and to facilitate transfer of SSI. PTAA or an authorized representative will provide electronic access to the bid documents (SSI and non-SSI) via the email address provided by the Bidder below. All notices regarding the bid process for the Project will also be delivered to this email address.

Bidder Email Address: _____

Bidder (Company) Name: _____

Signature

Date

Printed Name:

Printed Title:

EXHIBIT A

The undersigned hereby agree to abide by the restrictions on the handling and disclosure of Sensitive Security Information in the Protective Agreement for Sensitive Security Information that was entered into by _____

(Name of Bidder)

with the Piedmont Triad Airport Authority in connection with the Authority's Video Management System Upgrade Project. Each of the undersigned acknowledges that he or she has been provided with a copy of the Protective Agreement.

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT B

CERTIFICATION OF SSI DESTRUCTION

In accordance with the Protective Security Agreement that the undersigned entered into with the Piedmont Triad Airport Authority ("PTAA") in connection with PTAA's Video Management System Upgrade Project (the "Project"), the undersigned hereby certifies to PTAA as follows:

1. The undersigned has completely destroyed all copies of the plans and specifications for the Project that were within its possession or control, and all other Sensitive Security Information that was provided to the undersigned with regard to the Project. The destruction was accomplished in the following manner:

Paper Copies: _____

Digital Information: _____

2. The undersigned disclosed Sensitive Security Information to the following third parties: (State "None" if applicable.)

The foregoing third parties have destroyed such Sensitive Security Information in the following manner:

Paper Copies: _____

Digital Information: _____

3. The destruction of the Sensitive Security Information by the undersigned, and by any third parties named above, if any, was sufficient to preclude recognition or reconstruction of the information.

This the _____ day of _____, 201__.

Bidder Name: _____

Signature of
Authorized Officer: _____

Title of Officer: _____

Return completed Form to PTAA either by USPS or E-mail, as follows:

Piedmont Triad Airport Authority
Attention: Deputy Director of Public Safety & Security
1000A Ted Johnson Parkway
Greensboro, NC 27409
E-mail address: woodm@gsoair.org