NON-DISCLOSURE AGREEMENT for CONDITIONAL ACCESS to SENSITIVE SECURITY INFORMATION

PURPOSE and DEFINITIONS

The Indianapolis Public Transportation Corporation d/b/a IndyGo ("IPTC") is releasing a Request for Proposal and related Proposal and Contract Documents ("Solicitation") for RFP 19-08-330 Insurance Broker ("Project").

IPTC is required by law to protect sensitive security information ("SSI"). As used in this Agreement, SSI is that information defined in 49 CFR Part 15 and 1520 but also includes any information not specifically mentioned in Part 15 and 1520, but marked as "Sensitive Security Information" or "SSI". No part of such record may be disclosed to persons without a "need to know", as defined in 49 CFR Parts 15 and 1520. Disclosure may compromise the security of the traveling public, transit employees or transit infrastructure.

Certain pages that are included in the Solicitation documents, specifically certain architectural/engineering and design documents and specifications, contain SSI. Potential bidders and offerors for this Project, including potential subcontractors, regardless of whether such potential bidder or offeror ultimately bids on the Project, are considered individuals/entities with a "need to know" this SSI. IPTC desires to conditionally provide the SSI to the undersigned company ("Bidder") for the purpose of evaluating the Solicitation and responding to the Invitation for Bid and related documents ("Purpose"), provided that the Bidder handles and further restricts the use of such SSI pursuant to the terms contained in this Agreement.

TERMS

Bidder is obligated to protect SSI from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws. 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 Purpose.

   b. Bidder will disclose SSI to its employees, agents or representatives with a "need to know" only as may be necessary to accomplish the Purpose and only on the condition that each such party agrees to be bound by the same restrictions as set forth in this Agreement.

   c. Bidder may copy or reproduce the SSI only as may be necessary to accomplish the Purpose provided that the reproduced material is marked and protected in the same manner as the original material.

2. **Identification of SSI**. Information, drawings or other documentation that have been designated as SSI will contain formal markings as provided by 49 CFR Part 1520.13. If Bidder discovers IPTC solicitation documents that should be considered SSI and are not so marked, Bidder will immediately notify IPTC's Director of Safety, Training & Security so that the document can be properly marked and protected. Bidder should treat those documents as if they were SSI until advised otherwise.

3. **Handling SSI**. Bidder is required to take reasonable steps to protect SSI when it is in Bidder's control.

   a. **Protection**. SSI shall be protected at all times, either by appropriate storage or having it 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.

b. **Storage.** 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. Electronic documents that contain SSI shall retain password protection not directly associated with that file.

4. **Disclosure of SSI**. Bidder agrees not to divulge any SSI that is provided to it pursuant to this Agreement to any third party, unless (i) the disclosure is necessary to accomplish the Purpose, (ii) such third party agrees to be bound by the same restrictions as set forth in this Agreement, and (iii) Bidder shall be responsible for the proper handling and destruction of such SSI by such third party.. If Bidder becomes aware or has reason to believe that any SSI may have been released to any unauthorized person or party, Bidder will immediately notify IPTC's Director of Safety, Training & Security.

5. **Destruction of SSI**. Bidder acknowledges that only the entity awarded the contract for the Project has a continuing "need to know" the SSI beyond contract award. Bidder further acknowledges that only the entity awarded the contract for the Project has a continuing need for conditional access beyond contract award. As such, if not awarded the contract, Bidder, and any third parties to whom Bidder divulged SSI, will destroy the SSI completely to preclude recognition or reconstruction of the information immediately following contract award. SSI may be disposed of in any manner that prevents unauthorized retrieval. Bidder will certify that all destruction of SSI has occurred at the request of IPTC.

6. **Remedies**. Bidder acknowledges that the disclosure or use of SSI in violation of this Agreement shall give rise to irreparable injury to the IPTC, inadequately compensable in monetary damages. Accordingly, in addition to any other legal or equitable remedies that may be available, the IPTC 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.

7. **Governing Law**. Any and all actions arising under this Agreement shall be filed and maintained only in the state or federal courts sitting in Marion County, State of Indiana, notwithstanding any state's choice of law rules to the contrary, and the Bidder hereby consents to the exclusive jurisdiction and venue of such courts solely for the purpose of resolution of any such dispute.

NOTICE and AUTHORIZATION

Bidder agrees to provide an email address to IPTC for implementation of this Agreement and to facilitate the transfer of SSI. IPTC or an authorized representative will send a username, password and link to a secure document sharing site to the email address provided by the Bidder below. All Solicitation documents, including SSI, are posted to the secure document sharing site. All notices regarding the Solicitation through the procurement process will also be delivered to this email address.

Bidder Email Address: _____

Authorized Representatives. Bidder represents that it has all necessary right, power and ability to enter into this Agreement, and that its undersigned representative has all necessary authority to execute this Agreement on its behalf.

Bidder (Company) Name: _____

_____ _____

Signature **Date**

_____ _____

Printed Name **Printed Title**