



**ADDENDUM NO. 1, Non-Disclosure Agreement
Proposal Submission Requirement**

Request For Proposals: RFP #FY25-102-08 Network and Network Security

Date: April 10, 2025

The purpose of this Addendum NO. 1 is to introduce the following Nondisclosure Agreement Requirement (NDA) to all potential submitters.

To receive the responses prepared for questions submitted during the Q&A period (Addendum 2), each firm must complete and return a signed Nondisclosure Agreement (NDA). The NDA is required due to the inclusion of sensitive and/or proprietary information in the prepared answers to questions provided during the question period.

Please have an authorized representative of your company sign and return the NDA as soon as possible. Upon receipt of the signed agreement, the Q&A document will be provided. *Please sign this document AND the attached NDA.*

*All other terms and conditions of the original RFP remain in effect.

Note: A signed acknowledgement of this addendum must be received via email to solicitations@norfolkairport.com either prior to the proposal due date and hour or attached to your proposal submission. The signature on this addendum does not substitute for your signature on the original bid/proposal document. The original bid/proposal document must be signed.

Bruce Tingle
Bruce Tingle
Senior Manager, Controller

Name of Firm

Signature/Title

Date

NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made effective as of Date , by and between Recipients Company (“Recipient”) and NORFOLK AIRPORT AUTHORITY (“Authority” or “Disclosing Party”).

The Disclosing Party has requested, and the Recipient has agreed, to protect any confidential material and information that the Disclosing Party may share. Therefore, the parties agree as follows:

- I. Confidential Information.** The term "Confidential Information" refers to any and all confidential, proprietary, or non-public information exchanged between the parties, whether directly or indirectly. This includes, but is not limited to, all Authority network systems and associated network physical and logical information, revealed on or after the Effective Date, regardless of whether the Confidential Information is disclosed in writing, orally, or through other forms of communication or observation.
- II. Term.** The term of this Agreement will begin on the Effective Date and will remain in effect until 10 Years from the Effective Date ("Termination Date"), unless terminated earlier as outlined in the Termination section below. The Termination Date may be amended by mutual written consent. During the term of this Agreement and indefinitely after the Termination Date, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure.
- III. Termination.** Either party may terminate this Agreement prior to the Termination Date, with or without cause, upon 60 days' written notice to the other party ("Early Termination"). Upon Early Termination, the Recipient will continue to be legally bound to continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure indefinitely.
- IV. Protection of Confidential Information.** The Recipient understands and acknowledges that the confidential and sensitive IT information of Norfolk Airport Authority has been built and configured for the continued operations of the airport and that this information is critical to the safety of travelers, tenants, staff, and assets of and within the airport. Confidential Information is a valuable, special, and unique asset of the Norfolk Airport Authority, which needs to be protected from improper disclosure. Confidential Information is considered Sensitive Security Information per 49 CFR Part 1520 and as such may not be disclosed by Recipient except as authorized by federal regulations or without the Authority’s prior written consent. In consideration for receiving Confidential Information, the Recipient agrees as follows:

 - a) **No Disclosure.** The Recipient will hold the Confidential Information in strict confidence and not disclose the Confidential Information to any person or entity without the prior written consent of the Authority.

- b) **No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Authority.
- c) **Unauthorized Use.** The Recipient will promptly advise the Authority representative if the Recipient becomes aware of any possible unauthorized disclosure or misuse of Confidential Information.
- d) **Application to Employees.** The Recipient will not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom the Confidential Information is disclosed will sign a non-disclosure agreement substantially the same as this Agreement at the request of the Disclosing Party.

V. Exceptions to Confidential Information. Confidential Information, as it is used in this Agreement, does not include the following information: (a) information that is publicly known due to prior nonconfidential disclosure by the Disclosing Party; (b) information that is not considered Confidential Information received by the Recipient from a third party who has no confidentiality obligation; (c) information unrelated to Confidential Information that is independently created by the Recipient; (d) information disclosed by Disclosing Party as required by law, and (e) any other information that both parties agree in writing is not considered Confidential Information.

VI. Unauthorized Disclosure of Confidential Information - Injunction. The Recipient acknowledges and agrees that violation of this Agreement is grounds for legal action under state and federal law. Violation of this Agreement is grounds for a civil penalty and other enforcement or corrective action by the U.S. Department of Homeland Security. Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure. a Since there can be no adequate remedy at law if any Confidential Information is disclosed or is at risk of being disclosed in breach of this Agreement, The Recipient acknowledges and agrees that the Disclosing Party will be entitled to temporary or permanent injunctive relief in the event of breach of this Agreement by the Recipient, as well as other remedies as provided by law. The Disclosing Party will not be prohibited by this provision from pursuing other remedies, including claims for damages and other penalties.

VII. Return or Destruction of Confidential Information. Upon termination of this Agreement or upon written request from the Authority, the Recipient must return all Confidential Information and property belonging to the Authority. This includes, but is not limited to, records, notes, data, memoranda, models, and equipment of any kind that is in the Recipient's possession or control and that constitutes Confidential Information. The Authority may require proof from the Recipient that all copies or extracts of confidential information have been promptly and permanently deleted.

VIII. Relationship of Parties. Neither party has an obligation under this Agreement to purchase any service or item from the other party or commercially offer any products

using or incorporating the confidential information. This Agreement does not create any agency, partnership, or joint venture.

- IX. No Warranty.** No warranties are made by the Disclosing Party to the Recipient under this Agreement with respect to the Confidential Information, including warranties of merchantability, fitness for a particular purpose, or noninfringement. Any information exchanged under this Agreement is provided "AS IS. " The Disclosing Party does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information will be solely at risk of the Recipient.
- X. Indemnification.** To the fullest extent permitted by law, Recipient, its successors, assigns and guarantors, agrees to indemnify, defend, and hold harmless the Authority and its officials, employees, volunteers, and agents, from and against all third-party allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting and handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or to the extent arising from any actions, errors, mistakes or omissions of Recipient or anyone directly or indirectly employed by Recipient or anyone for whose acts any of them may be liable relating to the disclosure or sharing of Confidential Information under this Agreement.
- XI. Immunity.** Recipient acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein will be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity under Virginia law, and Authority expressly reserves those rights to the fullest extent allowed by law.
- XII. Governing Law and Venue.** The laws of the Commonwealth of Virginia will govern the validity, interpretation, performance, and enforcement of this Agreement. In the event of any legal action arising from this Agreement, the Parties agree that venue and jurisdiction will be in the state or federal courts located in the City of Norfolk, Virginia. **Attorney's Fees.** In the event the Authority initiates legal action against the Recipient for any claims arising under this Agreement, the Authority will be entitled to recover, in addition to any other damages awarded, all reasonable attorneys' fees and costs incurred in such legal action, , including any appeals.
- XIII. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter contained herein. No other promises, warranties, representations, agreements, or understandings, whether oral or written, exist concerning this subject matter. This Agreement supersedes any previous or simultaneous oral or written promises, warranties, representations, agreements, or conditions between the parties.

XIV. Amendment. This Agreement may be modified, amended, or supplemented only if the changes are made in writing and signed by both parties.

XV. Severability. If any provision of this Agreement will be held to be invalid, illegal, or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid, illegal, or unenforceable, but that by limiting such provision, it will become valid, legal, and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Signatories. This Agreement will be executed by Frederick Forehand_, on behalf of _Norfolk Airport Authority__, and delivered in the manner prescribed by law as of the first date written above.

Frederick Forehand
IT Manager
Norfolk Airport Authority

Signatories. This Agreement will be executed by _____, on behalf of _____, and delivered in the manner prescribed by law as of the first date written above.