



State of Florida
Department of Transportation,
Florida's Turnpike Enterprise

FORMS
Commercial Back Office Project

DOT-ITN-21-8026-SM
FPID: 446410-1-93-01

The following is a list of Forms for the Florida’s Turnpike Enterprise Commercial Back Office Project DOT-ITN-21-8026-SM. Form 1 is the Invitation to Negotiate Registration and is a part of the Solicitation Document. Form 1 is to be submitted as soon as possible after downloading the ITN Documents from the Vendor Bid System. All other Forms (if applicable) shall be submitted by Respondents in accordance with the ITN Documents, or as modified in any subsequent Addenda.

FORMS	SUBMITTAL REQUIREMENTS
Form 1 - Invitation to Negotiate Registration	To be submitted as soon as possible.
Form 2 - Qualifications Questionnaire	Due at the time of Technical Reply submittal.
Form 3 - Certificate of Experience	Due at the time of Technical Reply submittal.
Form 4 - References	Due at the time of Technical Reply submittal.
Form 5 - Key Personnel	Due at the time of Technical Reply submittal.
Form 6 - Scrutinized Companies	Due at the time of Technical Reply submittal.
Form 7 - MBE Utilization (if applicable)	Due at the time of Technical Reply submittal.
Form 8 - Non-Disclosure	Due at the time of Contract Execution.
Form 9 - Performance Bond	Due 10 business days after the ending date of the period for posting of intended award.
Form 10 - Addenda Acknowledgement (if applicable)	Due at the time of Technical Reply submittal.
Form 11 - Exempt Documents	To be submitted at any time.
Form 12 - Corporate Resolution (if applicable)	Due at the time of Technical Reply submittal.

FORM 1 – See Solicitation Document.

QUALIFICATIONS QUESTIONNAIRE

INVITATION TO NEGOTIATE #: DOT-ITN-21-8026-SM

TITLE: Commercial Back Office Project

RESPONDENT: _____

SUBMITTED BY: _____ SIGNED: _____ Date: _____
 (Name) (Signature)

The Qualifications Questionnaire must be completed and submitted by the Reply due date and time set forth in Section 1.2 (Timeline) of the Solicitation Document. ALL QUALIFICATION QUESTIONS MUST BE ANSWERED COMPLETELY AND CANNOT BE SKIPPED. The person(s) completing the Questionnaire on behalf of the Respondent must be knowledgeable about the Respondent’s business and operations. A duly authorized representative with the Respondent’s firm must certify the Qualifications Questionnaire Form and the signature must be notarized. The Qualifications Questionnaire will be assessed as either Pass or Fail, based on the Respondent’s certified responses to the individual questions. Respondents that answer “No” or fail to provide a response to any of the Qualifications Questions will be considered non-responsive and their replies will not be evaluated.

Qualifications Questions:

1. Respondent certifies that it has implemented in a Prime Contractor role, two or more Enterprise Resource Planning (ERP) integration projects using COTS software, with a cumulative total of over 10 billion transactions and over 50 million accounts in the past 5 years. ERP integration projects are defined as the integration of Hardware and Software that provides planning, purchasing, inventory, customer relations management, finance, human resources, and transaction processing functionality.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If response is “Yes”, please provide project information on Form 3 Certification of Experience.

2. Respondent certifies that it has not been suspended, debarred, or terminated for cause on any federal, state, or local government contracting process in the past 5 years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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3. Respondent certifies it has previous business and implementation experience in providing the proposed ERP system to multiple industry sectors. Industry sectors include transportation, retail, telecommunications, medical and financial sectors.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Form 2 Qualifications Questionnaire

<p>4. Respondent certifies that, within the past 5 years, it has implemented at least one ERP integration project with the provision of a Level 1 PCI compliant ERP system.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Respondent certifies that, within the past 5 years, it has implemented two or more ERP integration projects where the owner (or owner’s representatives) provides preventative and corrective maintenance on the implemented system.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>If response is “Yes,” please provide project information on Form 3 Certification of Experience.</p>
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<p>6. Respondent certifies that, within the past 5 years, it has implemented two or more ERP integration projects where the legacy system was a proprietary system from another contractor that required the extraction, transformation and loading of at least one billion records into the Respondent ERP system.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>If response is “Yes,” please provide project information on Form 3 Certification of Experience.</p>
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<p>7. Respondent certifies it has provided a letter from a surety company signed on or after the Advertisement date to document the Respondent’s ability to obtain the required Performance Bond, as per Section 9 of the Solicitation Document.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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CERTIFICATION

The undersigned acknowledges and understands that: (1) this Qualifications Questionnaire is submitted for the express purpose of assisting the Florida Department of Transportation in making contracting responsiveness determinations; (2) the Department will rely on information disclosed in the Qualifications Questionnaire (including supplemental documentation); (3) the Department may, in its discretion, and by means which it may choose, verify the truth and accuracy of all statements made herein; and (4) the intentional submission of false or misleading information may result in a finding of non-responsiveness for contracting for the subject procurement. If a Respondent is deemed non-responsive as a result of the Qualification Questionnaire Certification, all other Replies or submittals received from the Respondent in the course of the subject procurement will be rejected, not opened, not evaluated, and not passed on to the Technical Review Committee. The Department reserves the right at any time during the ITN process to require the Respondent to submit documentation to verify that the Respondent meets the minimum mandatory qualifications. If the Department determines that the Respondent does not meet the minimum mandatory qualifications, the Department has the right to reject the Respondent's Reply, cease negotiations and eliminated the Reply from further consideration.

By executing this Qualifications Questionnaire, the undersigned certifies that he or she:

- Is knowledgeable about the submitting Respondent's business and operations.
- Has not altered the content of the Form in any manner.
- Has reviewed and/or supplied full and complete responses to each question.
- Understands the Florida Department of Transportation will rely on the information disclosed in the Qualifications Questionnaire when entering into a contract with the Respondent.
- Is under an obligation to update the information provided herein to include any material changes to the Respondent's responses through the contract award notification and may be required to update the information at the request of the Department prior to the award and/or approval of a contract, or during the term of the contract.
- Is authorized to execute this Qualifications Questionnaire on behalf of, and to bind, the Respondent on whose behalf he or she executes the Qualifications Questionnaire, and that the responses to each Qualifications Question (including all documentation provided in connection therewith) set forth above are true, accurate, and complete to the best of the undersigned's knowledge.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title: _____

Name of Business: _____

Form 2 Qualifications Questionnaire

Address: _____

City, State, Zip: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, who [] is personally known to me or [] who has produced _____ as identification.

Notary Public

Print Name

My commission expires:_____

(Notary Seal)

**FORM 3
CERTIFICATION OF EXPERIENCE**

I _____, as _____,
(Print/Type Name) (Title)

Of _____ (“Respondent”), hereby certify that Respondent has
(Name of Business)

been in business for a minimum of the past **ten consecutive (10)** years and have the experience to perform the services requested by DOT-ITN-21-8026-SM. Respondent understands and agrees that references will be verified by the Department for the deployment and services of similar type projects.

CERTIFICATION

The undersigned certifies that he/she:

- Is knowledgeable about the submitting Business Entity’s business and operations.
- Has read and understands all of the questions contained in the Form.
- Has not altered the content of the Form in any manner.
- Has reviewed and/or supplied full and complete responses to each question.
- To the best of his/her knowledge, information, and belief, confirms that the Business Entity’s responses are true, accurate, and complete, including all attachments, if applicable.
- Understands the Florida Department of Transportation will rely on the information disclosed in the Form when entering into a contract with the Business Entity.
- Is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of proposal submission through the contract award notification and may be required to update the information at the request of the Department prior to the award and/or approval of a contract, or during the term of the contract.
- If the Prime Vendor is contracting with a Subvendor to perform a portion of the work or components valued at \$5,000,000 or more, the Subvendor must submit a separate Corporate Experience Form.

Signature of Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address
City, State, Zip _____

Sworn to before me this ____ day of _____, 20____ ;

Notary Public

COMPLETED FORM MUST BE EXECUTED AND SUBMITTED WITH REPLY PACKAGE

INSTRUCTIONS FOR SECTION I

In addition to being in business for the minimum number of years indicated above, the organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business specifically related to the technical scope and volume of work to that specified in the scope of services for this Contract for the minimum number of years indicated above.

The Department will carefully review to determine if the Vendor(s) is responsive, responsible and qualified in the area of work contemplated by this Contract.

Describe work experience in detail for the minimum period required, beginning with Respondent's current or most recent completed project. Use a separate block to describe each project. (Expand each separate block as necessary to include the information requested.) In order for the Department to determine the relevance of the work experience provided, please provide the following information, at a minimum, in the Project Description narrative:

- Number of Transactions processed per year, and number of transactions per minute at peak traffic times
- Project industry
- Number of transactions accumulated during transitioning and duration of time to attain normal daily processing
- Number of customer payments processed per year by payment type, and number of CC transactions per minute at peak traffic times
- Number of active customer accounts
- Percentage of web logins compared to number of calls to the Customer Service Center
- Number of concurrent web users at peak traffic times
- Average wait time before reaching an Agent, and number of abandoned calls per year
- Number of invoices sent per year
- Time between Notice to Proceed and Go-Live
- Time between Go-Live to system acceptance, if applicable
- Describe general ledger integration and automated bank reconciliation

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: (____) _____ - _____ Fax: (____) _____ - _____

Project Description: _____

INSTRUCTIONS FOR SECTIONS II THROUGH VIII

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional pages with numbered responses, including the Business Entity name (Vendor Name) at the top of any attached pages.

II. LEADERSHIP	
Within the past five (5) years, has any current or former company official or any individual currently or formerly having the authority to sign, execute, or approve bids, proposals, contracts, or supporting documentation on behalf of the Vendor with any government entity been:	
2.0 Sanctioned relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.1 Suspended, debarred, or disqualified from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each “Yes” or “Other” explain:	

III. CONTRACT BIDDING	
Within the past five (5) years, has the Vendor:	
3.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise, or lease, including, but not limited to, debarment for a violation of Workers' Compensation or Prevailing Wage laws or Florida Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been denied a contract award or had a bid rejected by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	
IV. CONTRACT AWARD	
Within the past five (5) years, has the Vendor:	
4.0 Been suspended, cancelled, or terminated for cause on any government contract, including contracts with State of Florida governmental entities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to an administrative proceeding, litigation, or civil action seeking specific performance or restitution in connection with any government contract within the past five years (including ongoing and not yet resolved administrative proceedings, litigation, or civil actions)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Been terminated for convenience on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	
V. CERTIFICATIONS/LICENSES	
Within the past five (5) years, has the Vendor:	
5.0 Had a revocation, suspension, or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	
VI. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Vendor:	
6.0 Been the subject of an investigation, whether open or closed, by any agency or governmental entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.2 Other than previously disclosed: a) Been subject to fines or penalties imposed by any agency or government entity which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

VII. FINANCIAL AND ORGANIZATIONAL CAPACITY AND PRIOR PERFORMANCE ASSESSMENTS/EVALUATIONS

7.0 Within the past five (5) years, has the Vendor received any unsatisfactory performance assessment(s)/evaluations(s)/grades(s) from any agency or government entity on any contract? Yes No

If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional pages with numbered responses.

7.1 Within the past five (5) years, has the Vendor had any liquidated damages assessed over \$1,000,000? Yes No

If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed, and the current status of the issue(s). Provide answer below or attach additional pages with numbered responses.

7.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over \$1,000,000 been filed against the Vendor which remain undischarged? Yes No

If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s), and the current status of the issue(s). Provide answer below or attach additional pages with numbered responses.

7.3 In the last seven (7) years, has the Vendor initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? Yes No

If "Yes," provide the bankruptcy chapter number, the court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending," or "Closed." Provide answer below or attach additional pages with numbered responses.

7.4 During the past three (3) years, has the Vendor had any government audit(s) completed? Yes No

If "Yes," did any audit of the Vendor identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse, or any material disallowance? If so, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken, and the current status of the issue(s). Provide answer below or attach additional pages with numbered responses.

7.5 In the last seven (7) years, has the Vendor initiated or been the subject of any business merge, acquisition or business restructure or is any merge, acquisition or business restructure proceeding pending? Yes No

If "Yes," provide the, the court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending," or "Closed." Provide answer below or attach additional pages with numbered responses.

VIII. PUBLIC RECORDS LAW, CHAPTER 119, FLORIDA STATUTES

Indicate whether any information supplied herein is believed to be exempt from public records. Yes No

If "Yes," indicate the question number(s) and explain the basis for the claim.

IX. AUTHORIZED CONTACT FOR THIS FORM		
Name	Telephone ext.	Fax
Title	Email	

Definitions List, for Corporate Experience Form ONLY.

Term	Definition/Description
Administrative Proceeding	Any government entity proceeding (including but not limited to the Florida Department of Administrative Proceedings) in which a determination of the legal rights, duties, or privileges of named parties thereto is required by law to be made only on a record and after an opportunity to be heard. Such a proceeding may be solely comprised of an exchange of written materials, which can include, but is not limited to, testimony recorded electronically, transcriptions, letters, documents, etc.
Business Entity	Same as Legal Business Entity. Entity that anticipates doing business with Florida Department of Transportation as a Vendor if awarded the contract.
Claim	A written, formal demand for money due, for property, for damages, or for enforcement of a right (e.g., a fine or penalty sought by a Government Entity).
DBA - Doing Business As	An assumed name a business entity uses for doing business, in lieu of using the legal business name or owner's personal name. The entity must have filed a "Business Certificate," otherwise known as a Certificate of Conducting Business Under an Assumed Name, or DBA, in the county clerk's office of the county in which the business entity is located, or in the case of corporate entities with the Department of State.
Debarred	The exclusion of an individual or business entity from participating in the government procurement process for specified period of time.
Disqualification	Any action taken by a government entity which prevents or precludes a business entity from receiving an award for a particular contract or from being placed on a prequalification list. A business entity may be disqualified for a number of reasons, including but not limited to lack of required experience.
DUNS - Data Universal Numbering System	A unique nine-digit number provided by Dun & Bradstreet (D&B), a commercial information company. The DUNS Number is site-specific and division-specific. Therefore, each physical location of an entity may have its own DUNS Number. Further, each separate division or branch of an entity may have its own, unique DUNS Number.

Term	Definition/Description
FEIN - Employer Identification Number	Federal Employer Identification Number used for federal income tax reporting. Although this number may be the Social Security Number of an individual operating a business as a sole proprietor, vendors are encouraged to obtain a FEIN for business purposes.
Former Name	Any previous name by which a Legal Business Entity has conducted business.
General Partnership	An association of two or more persons to carry on as co-owners of a business.
Government Audits	Financial, compliance, and/or performance audits completed for or by a government entity.
Government Contract	A contract entered into by a United States federal, state, or local government entity.
Government Contracting Process	Bidding, evaluation, award, and administration of a government contract.
Government Entity	Any United States federal, state, or local government-created bureau, agency, department, division, board, commission, public authority, or public benefit corporation.
Investigation	An inquiry made by any prosecutorial, investigative, or regulatory agency concerning an individual or business entity or the activities and/or the business practices thereof.
Judgment	A court decision or judgment that settles the rights of the parties and disposes of all issues in controversy, except for award of costs and enforcement of the judgment. A judgment rendered by a lower court is deemed to be a final judgment, even if such judgment is subject to appeal.
Legal Business Entity	Vendor's legal business name, registered with the Internal Revenue Service and assigned a Federal Employer Identification Number, and registered with the Department of State, Division of Corporations.

Term	Definition/Description
Lien	A form of security interest against property or property interest to secure the payment of a debt, judgment, or taxes.
Liquidated Damages	Compensation that contracting parties have agreed should be paid to one party for any loss or damage arising from breach of the agreement by the other party.
Material Disallowance	Expenditures which have occurred in a contract or grant which an auditor has determined were not allowed under the guidelines established by the agency, the terms of the contract or grant, or by statute, in an amount that would be material in relation to the total value of the contract or grant.
Minority Business Enterprise	A business enterprise which is at least 51% owned, operated, or controlled by United States citizens or permanent resident aliens who are minority group members.
Small Business	The term “small business” means a business with yearly average gross receipts of less than \$15 million for road and bridge contracts and less than \$6.5 million for professional and nonprofessional services contracts. A business’ average gross receipts is determined by averaging its annual gross receipts over the last three years, including the receipts of any affiliate as defined in s. 337.165, F.S.
Subvendor (also known as Subcontractor or Subconsultant)	Any third-party business entity or affiliate contracting with the prime Vendor to perform services in support of the agreement and contract documents.
Suspension	Action taken by a government entity to temporarily restrict the business entity's right to provide new or continuing contractual obligations.
Terminated for Cause	The exercise of a government entity's right to terminate a contract due completely or partially to the business entity's failure to perform its contractual obligations or for the business entity's failure to comply with statutory and/or regulatory responsibilities.
Terminated for Convenience	The exercise of a government entity's right to end a contract prior to expiration.

Term	Definition/Description
Unsatisfactory Performance Assessment/Evaluation/Grade	A written (including electronic) unsatisfactory performance assessment, evaluation, memo, or other written communication issued by a government entity. May include unsatisfactory past performance assessments determined under audit and/or as required by law, rule, regulation, policy, or procedure.
Women-Owned Business Enterprise	A business enterprise which is at least 51% owned, operated, or controlled by U.S. citizens or permanent resident aliens who are women.

Respondent and Subvendor shall use this form for Client References.

NOTE: All references must be provided by clients with systems (in which the Respondent or Subvendor provided services of similar size, scope, and complexity as those described in the Scope of Services for the Florida’s Turnpike Enterprise – Commercial Back Office Project) that are currently in production and must otherwise be signed by a duly authorized representative of the client who also participated in the implementation of the system in which the Respondent or Subvendor provided services. References must be limited to four pages per client.

Performance		Rating
1. How would you rate the vendor’s management and adherence to the project budget and schedule? Excellent = 5; Good = 4; Adequate = 3; Marginal = 2; Poor = 1; Information Unavailable = 0		
2. How well did the vendor adhere to its staffing plan? Excellent = 5; Good = 4; Adequate = 3; Marginal = 2; Poor = 1; Information Unavailable = 0		
3. How would you rate the vendor’s responsiveness in terms of providing information and resolving issues or concerns? Excellent = 5; Good = 4; Adequate = 3; Marginal = 2; Poor = 1; Information Unavailable = 0		
4. How would you rate the knowledge and expertise of the vendor in terms of the services provided to your organization? Excellent = 5; Good = 4; Adequate = 3; Marginal = 2; Poor = 1; Information Unavailable = 0		
5. How would you rate the vendor’s overall performance in terms of tailoring its methodology to address your organization and its ability to achieve your organization’s required business outcomes? Excellent = 5; Good = 4; Adequate = 3; Marginal = 2; Poor = 1; Information Unavailable = 0		
6. How would you rate the vendor’s overall performance in terms of recommending improvements and innovations to your organization’s established processes? Excellent = 5; Good = 4; Adequate = 3; Marginal = 2; Poor = 1; Information Unavailable = 0		
Organization Information		
Total amount your organization paid to the vendor	\$ _____	
Total number of employees within client organization		
Referenced project name		
Referenced project description		

Primary Software product, modules, and release number(s) implemented under referenced project	
Total number of functional and technical requirements	
Description of implementation services, approach, and methodology (including the identification of separate phases/stages)	
Description of how project size is similar to the Florida's Turnpike Commercial Back Office Project (i.e. – volume of transactions processed per a given time period; volume of active accounts).	
Project start and end date (separate initial implementation from upgrade, if applicable)	
Comments	
Total project implementation costs to date	\$ _____
Reference Contact Information	
Reference provided by: (Organization Name)	
Name (printed)	Role during referenced project
Telephone Number	Email Address
Signature	Date

Respondent shall use this form for Key Personnel resumes. Each Key Personnel proposed in the Respondent's Technical Reply must have a resume using the form below. Each reference provided may be contacted by the Department. The Respondent is required to add all Key Personnel roles proposed as part of the project to this template, if the specific title is not listed in this template, the Respondent is required to add the specific role following the same template.

Respondent: _____

Key Personnel Position		Vendor Project Principal	
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 10 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			

Email:	
Project #3 Title:	
Company/Agency:	
Project Role:	
Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position		Vendor Project Manager	
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 5 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position	Vendor Solution Architect		
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 5 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position	Vendor Data Management Manager		
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 5 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position		Vendor Service Integration and Transition Manager	
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 5 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position	Vendor Business Requirements Manager		
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 5 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position		Vendor Technical Manager	
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 5 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position		Vendor Finance Director	
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 10 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position		Vendor Quality Assurance Manager	
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 5 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position		Vendor Security Manager	
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 5 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

Respondent: _____

Key Personnel Position	Vendor Training Manager		
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required) – minimum 5 years' experience in the proposed role			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Name/Title:			
Phone:			
Email:			
Project #3 Title:			
Company/Agency:			
Project Role:			

Start Date:	
End Date:	
Description of Overall Project Scope	
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
Name/Title:	
Phone:	
Email:	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
 SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, Florida Statutes or is engaged in a boycott of Israel. Section 287.135, Florida Statutes also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to Section 287.135, Florida Statutes the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____, who is
 authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
03/17

PROCUREMENT NO. _____ FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____, _____
(name) (title)

of _____

plan to subcontract at least _____ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _____

Title: _____

Date: _____



**State of Florida
Department of Transportation,
Florida's Turnpike Enterprise**

**Form 8
Commercial Back Office – Non-Disclosure Agreement**

**DOT-ITN-21-8026-SM
FPID: 446410-1-93-01**

NON-DISCLOSURE AGREEMENT

BY THIS AGREEMENT, made and entered into on date of execution between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "Department" and Vendor Name, of Vendor address duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

WITNESSETH

WHEREAS, Vendor is under engagement by Department in connection with: Contract No. XXXXX, the Commercial Back Office Project; and

WHEREAS, it is in the interests of all parties that discussions and information or data exchanged be carried on in a controlled environment, and that confidential or proprietary information or data (all hereinafter referred to just as "confidential information") developed by the parties, or accessed from other sources by virtue of Department having access to such sources, or the ability to arrange access to such sources for Vendor or Vendor's employees or agents, be protected from further disclosure unless Department approves of its release, and that any confidential information be protected from disclosure to third parties, other than on a need-to-know basis;

NOW, THEREFORE, for and in consideration of the engagement of Vendor to perform services for Department, Vendor agrees to the following:

1. All information or data (oral, visual or written, including electronic) of which Vendor and/or its employees or agents become aware as a result of Vendor's engagement with Department shall be deemed to be confidential information. Notwithstanding the foregoing, information or data which falls into any of the following categories shall not be considered confidential information:
 - A. Information or data that is previously rightfully known to the receiving party without restriction on disclosure;
 - B. Information or data that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
 - C. Information or data that is independently developed by Vendor and/or its employees or agents without use of confidential information of Department.

2. Except as specifically permitted in this Non-Disclosure Agreement or by Department, Vendor and/or its employees or agents shall not, at any time, in any fashion, form, or manner, either directly, indirectly or accidentally, divulge, disclose, communicate or use, either prior to, during or subsequent to any engagement, any confidential information or

Non-Disclosure Agreement

methods of accessing information or data received, obtained, acquired, directly, indirectly or accidentally, or developed in association with any engagement unless necessary to effectuate the purposes of the engagement.

3. Vendor agrees that any confidential information received from Department, or accessed from other sources by virtue of Department having access to such sources, or the ability to arrange access to such sources for Vendor or Vendor's employees or agents, shall be provided only to those designated staff of Department and Vendor on a pre-approved and need-to-know basis, and that it shall be provided to only those of its employees or agents who have signed a non-disclosure agreement provided or approved by Department. Vendor agrees that when access to such information or data also results in access to confidential information beyond that which is necessary for the purpose for which access was granted, it will access only the information or data needed for the purpose for which access was given and will report the improper access to the Department's Information Security Officer. Vendor shall take all reasonable steps to inform such employees or agents of their non-disclosure responsibilities with respect to Vendor's engagement by Department. When such employees or agents no longer have a need for access to such confidential information, whether because of termination of employment, reassignment of job duties or otherwise, Vendor shall ensure that the access of such employees or agents to such confidential information is terminated, unless access is needed for other engagements for which Vendor, and such employees or agents, have been granted access and have signed Non-Disclosure Agreements.
4. Vendor acknowledges and agrees that it, and its employees, agents, and Subvendors are bound by applicable State and Federal laws governing confidentiality and/or privacy of information, which may include but which are not limited to:
 - A. The Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, Subvendors, officers or employees in the course of performing work associated with the referenced engagement, including, but not limited to, Chapter 60GG-2, Florida Administrative Code (F.A.C.), security procedures, business operations information, or commercial proprietary information in the possession of the state and/or the Department.
 - B. No state data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to state data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need.

Non-Disclosure Agreement

5. Vendor agrees to immediately notify Department of any request for information or data concerning or related to Department business that does not come from an individual involved in the project.
6. Vendor agrees not to issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding its engagement without the advance approval of Department.
7. Vendor agrees that all confidential information in its possession as a result of the engagement is at all times the sole property of Department, and that Vendor will turn over to Department all reports, notes, memoranda, notebooks, drawings, and other information or data developed, received, compiled by or delivered to Vendor and/or its employees or agents relating to any engagement for services, regardless of the source of said information or data, upon termination of any engagement. Vendor agrees to return or, with the consent of Department, destroy all confidential information at the conclusion of the engagement or at an earlier date set forth by Department. Destruction includes the complete purging of all confidential information from all computers and back-up media storage, in a manner that meets media disposal standards promulgated by the State of Florida. Vendor shall certify in writing that it has complied with the obligations set forth in this section.
8. Vendor and/or its employees or agents shall not attach or load any additional hardware or software to Department or State equipment unless authorized by Department and will use only those access rights and will access only those systems, directories, information or data authorized for its/his/her use by Department. All requests for access must be communicated to Department's Information Security Officer or his/her designee.
9. Vendor agrees to take no actions which intrude upon, disrupt, or deny services to Department, unless prior authorized and in such a manner as directed by Department's Systems Administrator or his/her designee.
10. In addition to the consent of Department required in paragraph eight and nine the prior written consent of the Department's Information Security Officer or his/her designee shall be required for such actions taken with respect to any statewide system or database.
11. Vendor agrees to transmit confidential information, including client data, to Department only through the use of secure methods as designated by Department for such purposes.
12. Vendor agrees:
 - A. to use the confidential information furnished under this Agreement only for the purposes described in the engagement and herein; and

Non-Disclosure Agreement

- B. to retain such confidential information only so long as may be necessary to effectuate the purposes of the engagement.
13. Vendor agrees to store confidential information received in secure, locked containers. Where data is stored on a computer or other electronic media, Vendor must have an appropriate computer security policy that protects confidential information from unauthorized disclosure. The computer security policy must include provisions that address the physical security of computer resources; equipment security to protect equipment from theft and unauthorized use; software and data security; and access control. Any access to the stored data, wherever or however stored, must be limited to personnel who have an official business need, and who have signed a Non-Disclosure Agreement substantially similar to that signed by Vendor's other employees or agents who have access to the stored data. Responsibility for computer security must be assigned to a specific individual or organization, and the assignment must be documented.
 14. Vendor agrees that if it and/or its employees or agents breaches or threatens to breach this Agreement, in addition to having any engagement terminated, Department shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential information as defined in this Agreement. Vendor further understands and agrees that the terms of this Non-Disclosure Agreement shall survive any term of the engagement, and Vendor will abide by the terms of this Non-Disclosure Agreement in perpetuity.
 15. Vendor shall indemnify and hold harmless Department and the applicable as well as the State of Florida from any and all claims, suits, damages, and costs of any kind including attorney fees, and causes of action arising out of or in any way related to the terms of Vendor's engagement, including but not limited to unauthorized disclosure of any confidential information received hereunder.
 16. Vendor agrees that it shall not assign or subcontract its obligations under this Agreement.

Non-Disclosure Agreement

IN WITNESS WHEREOF, Vendor has signed this Non-Disclosure Agreement as of the date set forth below.

By: _____

Title: _____

Date: _____

Sworn to before me this ____ day _____ of , 20____ ;

Notary Public

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PERFORMANCE BOND

375-040-27
PROCUREMENT
OGC - 10/04

KNOW ALL MEN BY THESE PRESENTS: That we, _____
(name)
_____ (hereinafter called Vendor) of _____
(address)

_____ and
_____ (hereinafter called Surety) of
(name)
_____ ,
(address)

duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents;

WHEREAS, the above Vendor has subscribed to an agreement with the Department to bear the date of _____ , for contractual services agreement in connection with _____

_____ in _____ County(ies), particularly known as _____

(hereinafter called the Agreement), upon certain terms and conditions in said Agreement more particularly mentioned; and

NOW, THEREFORE, The condition of this obligation is such that if the above Vendor in all respects will comply with the terms and conditions of said Agreement, and its obligations thereunder, including the Scope of Services, Specifications, General Conditions, Special Conditions, Bid Blank therein referred to and made a part thereof, and such alterations as may be made in said conditions and specifications, as therein provided for; and, further, if such Vendor will promptly make payment to all persons supplying labor, material, equipment and supplies, used directly or indirectly by the said Vendor or any subcontractor(s) in the prosecution of the work provided for in said Agreement, and promptly will pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the said Agreement and will pay to the Department any amount in money or property, the Department may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act of the Vendor, its agents, or employees, then this obligation is to be void; otherwise, to be and remain in full force and virtue in law.

WITNESS the signature of the Vendor and the signature of the Surety by _____ its

(Agent or Attorney-in-Fact, or otherwise)

with seals of said Vendor and Surety hereunto affixed this _____ day of _____, _____.

Surety
BY: _____
Signature
TITLE: _____
Attorney-in-Fact/Agent
(Surety Seal)

Name/Telephone #: _____
Address: _____

Vendor
BY: _____
Authorized Signature(s)
TITLE: _____
ATTEST: _____
Secretary/Notary
BY: _____
Signature

Note: Attach Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by Section 25.05, Florida Statutes.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DOT-ITN-21-8026-SM



ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 10

The Respondent shall acknowledge receipt of each addenda to this Invitation to Negotiate by completing this form and including same in the Reply package.

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to confirm receipt of addenda may be cause for rejection of the Respondent's Reply package.

Dated _____, 20_____

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary.

EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN DISTRIBUTION FORM

Exempt Documents being requested or received are included in those exempt from public disclosure as provided by Section 119.071(3)(b), Florida Statutes (Attached). **Security System Plans** being requested are confidential and exempt as provided by Section 119.071(3)(a), Florida Statutes (Attached). The Exempt Documents relate to work being performed for or required by the Florida Department of Transportation, or work related to the Department's structures. The following information is being provided as a record of this request or receipt, and distribution of the Exempt Documents or Security System Plans.

Completion of this form and a signature is required before information will be released (* Indicates Required to Obtain Security System Plans):

A. Entity Requesting/Receiving Documents: (Check All That Apply and Provide Full Name of Entity.)

- State Agency*:** _____
- Federal Agency*:** _____
- Governmental:** _____
- Architect:** _____
- Engineer:** _____
- Contractor:** _____
- Other:** _____

B. Entity Name: _____

Address: _____

Phone: _____

C. Exempt Documents / Security Systems Plans requested or provided: (Be specific on what is requested or to be provided, and include description, project numbers, FIN, contract numbers, etc.)

D. Reason for Request/Intended Use: _____

- E. RECIPIENT CERTIFICATION:** I, personally, and/or as representative of the above entity, fully understand (check the applicable certification block)
- the exempt nature of the Exempt Documents I am receiving and agree to maintain the exempt status of this information in accordance with Florida law.
 - the confidential and exempt nature of the Security System Plans I am receiving and agree to maintain the confidential and exempt status of these Security System Plans in accordance with Florida law.

F. Name of person receiving Exempt Documents / Security Plans: (Printed): _____

Signature: _____ Date: _____

Email: _____

G. Driver license or photo identification number of recipient: _____
 (Recipient must provide verification of employment with the above entity and verify identity with photo ID)

H. FDOT Employee or Other Individual Providing Exempt Documents or Security Plans:

FDOT Office: _____ Employee Name: _____

Other Individual Name: _____

Name and Office Address of Employer: _____

I. Exempt Documents / Security Systems Plans provided if different than requested: (Be specific on what is provided, and include description, project numbers, FIN, contract numbers, etc.)

J. Signature of Person Authorizing Distribution: _____ Date: _____

Provider's Signature (if different than person authorizing distribution): _____

K. Method of delivery: Pick-up by requestor _____ other (specify other method of delivery)

Date Provided: _____

**EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN
DISTRIBUTION FORM****EXEMPT DOCUMENTS - Section 119.071(3)(b), Florida Statutes, provides:**

Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s.24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

SECURITY SYSTEM PLAN - Section 119.071(3)(a), Florida Statutes, provides:

As used in this paragraph, the term "security system plan" includes all Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; Threat assessments conducted by any agency or any private entity; Threat response plans; Emergency evacuation plans; Sheltering arrangements; or Manuals for security personnel, emergency equipment, or security training. A security system plan or portion thereof for: Any property owned by or leased to the state or any of its political subdivisions; or Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature and it is the intent of the Legislature that this exemption apply to security system plans held by an agency before, on, or after the effective date of this paragraph. Information made confidential and exempt by this paragraph may be disclosed by the custodian of public records to The property owner or leaseholder; or Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

CORPORATE RESOLUTION OF

(Recite Name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation for _____

NOW THEREFORE, IT IS RESOLVED, that _____ (title of authorized officer; (e.g., John Doe, Regional Sales Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$_____), upon the terms and conditions contained in the proposed Contract, a copy of which is attached hereto as Exhibit "A," Technical Specifications and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the _____ day of _____, 20_____, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this _____ day of _____, 20_____.

Signature of Secretary

Name of Secretary printed or typed