

**FORM 1 – MANDATORY RESPONSIVENESS REQUIREMENTS**

<b>SOLICITATION REFERENCE</b>	<b>MANDATORY RESPONSE</b>
5.1.1	The Respondent certifies the person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.
5.1.2	The Respondent certifies that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.
5.1.3	The Respondent certifies the it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001 form.
5.1.4	The Respondent certifies the it is in compliance with section 9 of the PUR 1001 form.
5.1.5	The Respondent certifies it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.
5.1.6	The Respondent has provided proof of Articles of Incorporation.
5.1.7	The Respondent has submitted the required documentation as specified in Section 4 of this RFP.

The signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Mandatory Responses listed above.

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

**FORM 2 – CONTACT INFORMATION**

For solicitation purposes, the Respondent's Contact person shall be:

For contractual purposes, should the Respondent be awarded, the contact persons shall be (if this column is blank, the contact person for solicitation purposes shall be the contact person for contractual purposes):

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_

The signature below certifies that the information above is complete and correct at the time of signing.

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

**FORM 3 – PAST PERFORMANCE AND EXPERIENCE – CLIENT REFERENCES**

In the spaces provided below, the Respondent is to list all business names under which it has operated during the past three (3) years, if different from its current business name. Mark **N/A**, if the business name has not changed within the past three (3) years.

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On **page 2** of this attachment, the Respondent is to provide the information for three (3) separate, client references.

At least two (2) references **should be able to** verify the Respondent meets the minimum experience requirement set forth in Section 4 of the RFP. The Respondent should pay close attention to the experience requirement and select references who can verify that the requirement has been met. The Respondent is to indicate which reference(s) can verify the minimum experience requirement established by entering **Yes** or **No** at the bottom of the form.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Respondent Name:** \_\_\_\_\_

Respondents are required to submit with their Proposal, three (3) references that have been provided services of a similar size and parameters of those requested in this solicitation. The Department reserves the right to contact any and all references in the course of this solicitation evaluation and make a fitness determination, not subject to review or challenge.

**1) Name of Organization:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2) Name of Organization:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3) Name of Organization:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM 4 – SUBCONTRACTING**

The Respondent is to complete the information below for all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded.

Submission of this form does not indicate the Department’s approval, but provides the Department with information on proposed subcontractors for review.

Submit a separate sheet for each subcontractor.

Section 1. There will be subcontractors for this solicitation YES \_\_\_\_\_ NO \_\_\_\_\_ (place a check where applicable). If “No”, the Respondent is not required to complete Sections 2 and 3.

Section 2.

Service(s): \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Current Registered as Certified Minority Business Enterprise (CMBE) or Women-Owned Business (WBE)?

Yes  No

Occupation License No.: \_\_\_\_\_

Acknowledgement from Respondent this subcontractor has successfully complied with the “Subcontractor Acceptance Process”. Yes  No

W – 9 Verification? Yes  No

Section 3. In a job description format, on the back of this page, list the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.

Section 4. The signature below certifies the accuracy of the subcontractors and their duties should the Respondent be awarded a contract resulting from this solicitation.

\_\_\_\_\_  
Name of Respondent’s Organization

\_\_\_\_\_  
Printed Name of Organization’s Authorized Representative

\_\_\_\_\_  
Signature of Organization’s Authorized Representative

\_\_\_\_\_  
Date

**FORM 5 – DRUG FREE WORKPLACE CERTIFICATION**

IDENTICAL TIE PROPOSALS – Preference will be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug free workplace program will be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug free workplace program. In order to have a drug free workplace program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties, that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the scope of this proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the scope of this proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements **OR** by checking the box below, I attest that the organization does not fully comply with the described criteria for a drug free workplace.

The organization **does not** meet the described criteria for a drug free workplace.

\_\_\_\_\_  
Name of Respondent’s Organization

\_\_\_\_\_  
Printed Name of Organization’s Authorized Representative

\_\_\_\_\_  
Signature of Organization’s Authorized Representative

\_\_\_\_\_  
Date

**FORM 6 – CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Vendors must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of the Florida Department of State, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Vendor’s firm or any of its branches or affiliates. All Vendors must also disclose the name of any previous employee(s) of the Department who has received or will receive compensation of any kind to seek to influence the actions of the Department in connection with this procurement.

The following persons are officers, directors, employees, or agents of Vendor’s firm **and** state officers or employees:

\_\_\_\_\_  
\_\_\_\_\_

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Vendor’s firm:

\_\_\_\_\_  
\_\_\_\_\_

The following previous employee(s) of DOS have sought to influence DOS in this procurement on behalf of the Vendor:

\_\_\_\_\_  
\_\_\_\_\_

The Vendor has no interest to disclose and has had no person seeking to influence DOS in connection with this procurement.

The signature below certifies that all persons with a potential conflict of interest, as defined by Chapter 112, Florida Statutes, have been identified above.

\_\_\_\_\_  
Name of Respondent’s Organization

\_\_\_\_\_  
Printed Name of Organization’s Authorized Representative

\_\_\_\_\_  
Signature of Organization’s Authorized Representative

\_\_\_\_\_  
Date

**FORM 7 – NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name and Title) (Name of Organization)

am authorized to make this affidavit on behalf of my organization and its owner, directors and officers. I am the person responsible in my organization for the price(s) and amount(s) of this Reply, and the preparation of the Reply. I state that:

1. The price(s) and amount(s) of this Reply have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, Offerer/Respondent, or potential Offerer/Respondent.
2. Neither the price(s) nor the amount(s) of this Reply, and neither the approximate price(s) nor approximate amount(s) in this Reply, have been disclosed to any other organization or person who is a Provider, potential Provider, Offerer/Respondent, or potential Offer/Respondent, and they will not be disclosed before the Reply opening.
3. No attempt has been made or will be made to induce any organizations or persons to refrain from submitting a Reply for this contract, or to submit a price(s) higher that the prices in this Reply, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Reply.
4. The Reply from my Organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees  
(Name of Organization)  
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Offer, on any public contract, except as follows:

I state that I and the named Organization understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Reply is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Replies for this contract. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Name of Organization \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name \_\_\_\_\_

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading. Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**FORM 8 – STATEMENT OF NO INVOLVEMENT**

I, as an authorized representative of the Respondent, certify that nothing in section 287.057(17)(c), Florida Statutes (below), prohibits the Respondent's entry into any Contract resulting from this solicitation.

287.057 Procurement of Commodities and Contractual Services

(17)(c) A person who receives a contract that has not been procured pursuant to subsections (1)-(3) [of s. 287.057, F.S.] to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

The signature below certifies that nothing in section 287.057(17)(c), Florida Statutes (above), prohibits the Respondent's entry into any Contract resulting from this solicitation..

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

**FORM 9 – SECURITY ACKNOWLEDGEMENT**

The signing of this document, by an authorized representative of the Respondent's organization, certifies the Respondent has reviewed and understands the security requirements of Florida Administrative Code 74-1 as well as the security requirements outlined in DOS-20/21-015; Consultant Services for Disaster Risk, Mitigation and Recovery Guidance.

I further certify that, if selected as the successful Respondent for the Contract resulting from this RFP, this company will, at a minimum, comply with the security standards as outlined in the above paragraph.

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Printed Name of Organization's Authorized Representative

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Date

**FORM 10 – NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made and entered into as of by and between the Florida Department of State (the "Disclosing Party"), located in the R.A. Gray Building, 500 S Bronough St, Tallahassee, FL 32399 and \_\_\_\_\_, representing (company name) \_\_\_\_\_

(the "Recipient" or "Receiving Party"), located at \_\_\_\_\_

**WHEREAS**, Disclosing Party may deem it necessary to disclose or share certain security sensitive information with the Recipient that is exempt from disclosure under Florida law.

**WHEREFORE**, the Parties agree to enter into this Agreement with respect to the disclosure and management of Confidential Information and other information as follows:

**Confidential Information**

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is exempt or confidential and exempt from disclosure under Florida’s public records laws, including but not limited to sections 119.071(3)(a), 281.301(1),

282.318(4)(d), 282.318(4)(e), and 282.318(4)(f), Florida Statutes. These exemptions include records that is deemed personal identifiable, may identify a security weakness/vulnerability in the application, network, hardware, operating system, and/or processes, or other sensitive information provided by or discussed with the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to, 1.) financial information, business plans, performance results which may be related to the past, present and/or future operations of said party, its Divisions and Bureaus; 2.) plans for products or services; 3.) any technical or data information process, procedure, formula, improvement, technology or method; 4.) any concepts, reports, data, knowledge, works-in- progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets, trademarks and copyrights; and 5.) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and, as such, the Disclosing Party regards all of its Confidential Information as trade secrets.

**Confidential Information Disclosure**

The Disclosing Party may deem it necessary, from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to: 1.) limit the disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's directors, officers, employees, agents or representatives (collectively herein referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; 2.) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth herein this Agreement and require such Representatives to keep the Confidential Information confidential; 3.) shall keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and 4.) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

### **Confidential Information Usage**

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and title to the Confidential Information shall remain solely with the Disclosing Party, any and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408 – Compromise Offers and Negotiations.

### **Securing Confidential Information**

Receiving Party shall abide by the following procedures in handling the Disclosing Party's

#### **Confidential Information:**

- a. Upon receipt of the data, the Receiving Party will password protect the Confidential Information.
- b. Receiving Party's employees needing access to the Disclosing Party's Confidential Information will be informed that:
  - i. they are not to share the password or the Disclosing Party's Confidential Information with any unauthorized person;
  - ii. at the end of the solicitation process they will delete the Disclosing Party's Confidential Information from any laptop, desktop or any other electronic shared system under their control and destroy any paper copies of such Confidential Information; and
  - iii. they must confirm to the Receiving Party that they have so deleted or destroyed the Confidential Information.
- c. Files and passwords will be provided separately to appropriate users

### **Term**

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in accordance with Florida's Public Records laws shall remain in effect until all Confidential Information in the possession of the Receiving Party is returned to the Disclosing Party, destroyed, or no longer qualifies as exempt or confidential and exempt under Florida law, whichever occurs first.

### **No Warranty**

All Confidential Information is provided by Disclosing Party "AS IS" and without any warranty, express, implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

### **Remedies**

Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Disclosing Party could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to claim injunctive relief that would prevent the dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement. Any such injunctive relief provided shall be in addition to any other available remedies hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorney's fees which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorney's fees and expenses incurred.

In the event the State suffers any losses, damages, liabilities, expenses, or costs (including by way of example only, attorney's fees and disbursements) that are attributable, in whole or in part to any failure by the Receiving Party or any employee of the Receiving Party to comply with the requirements of this Agreement, Receiving Party shall hold harmless and indemnify the Disclosing Party and the State of Florida from and against any such losses, damages, liabilities, expenses and/or costs

### **Return of Confidential Information**

No later than five (5) business days after the Disclosing Party's notice of an intended award in connection with this solicitation or conclusion of any legal proceeding or protest regarding the procurement, the Receiving Party shall provide evidence of destruction or return and deliver to the Disclosing Party all tangible material and/or information representing or exemplifying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents, materials, notes or copies ("Notes") which may have been converted to any computerized media in the form of any image, data or word processing files either manually or by image capture or any other form of work product that may be based on or include any Confidential Information, in whatever form of storage or retrieval. Alternatively, the Receiving Party may immediately destroy (in the case of Notes, at the Receiving Party's sole discretion) any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction of the material and or information.

### **Notice of Breach**

The Receiving Party shall immediately notify the Disclosing Party upon discovering any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with any efforts by the Disclosing Party to assist the Disclosing Party to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

### **No Legally Binding Agreement for Transaction**

Both parties hereby agree that neither party shall be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that each party herein reserves the right, in their sole and absolute discretion, to reject any and/or all proposals and to terminate discussions and negotiations with respect to any Transaction at any time. This Agreement does not create or constitute a joint venture or partnership between the parties. In the event that a Transaction should go forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. Should and such provision not be provided or stipulated in said transaction documents, then this Agreement shall be the controlling instrument.

### **Warranty**

Each party herein warrants that it has the right and authorization to make such disclosures under this Agreement. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information any and all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Furthermore, neither party is under any obligation contained within this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party, or to the other party's Representatives, resulting from any use of the Confidential Information except with respect to the disclosure of such Confidential Information in violation of this Agreement.

### **Governing Laws**

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of litigation arising out of this Agreement, venue shall be in Leon County, Florida.

**Waiver of Contractual Right**

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**Severability**

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

**Notices**

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, emailed, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or any such other address or addressee as may be furnished by a party in accordance with this paragraph. All such notices or communication shall be deemed to have been given and received (i) in the case of personal delivery or email, on the date of said delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, and (iii) in the case of mailing, on the seventh business day following such mailing.

**Transfer or Assign**

This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

***IN WITNESS WHEREOF***, the parties hereto have executed this Agreement as of the date the second party signs.

\_\_\_\_\_  
Printed Name of Recipient's Authorized Representative

\_\_\_\_\_  
Printed Name of Disclosing Party's Authorized Representative

\_\_\_\_\_  
Signature of Recipient's Authorized Representative

\_\_\_\_\_  
Signature of Disclosing Party's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RECEIVING PARTY EMPLOYEES WHO WILL BE GIVEN ACCESS TO DOS CONFIDENTIAL  
INFORMATION**

<b>Printed Name Address of Individual</b>	<b>Signature of Individual</b>	<b>Date</b>

\_\_\_\_\_  
Name of Respondent's Organization