

Florida Department of Transportation Access Account Instructions for Other State or Local Governmental Agencies

INSTRUCTIONS AND INFORMATION

Complete the Computer Services Agreement:

- Have the agreement signed by an someone with signature authority for the agency
- Authorized signature is to be attested
- Signature of Attorney for using agency

Complete Access Form:

FDOT Computer Resources Access Request form

A separate Computer Resources Access Request form must be completed for each user id requested. The user must read the policies and procedures and take the “New User” Course referenced on the Computer Security web site. In the “New Account Type” section check the “Outside Agency” box.

Mail Documents

The completed form(s) should be mailed to

Florida Department of Transportation
OIS Computer Security Administration
605 Suwannee Street – MS 03
Tallahassee, FL 32399-0450

Originals must be mailed, but for expedited processing, they can be **faxed to (850) 414-4691**

Any questions regarding this Access Packet can be directed to **Scott Huntley at (850) 414-4011**.

What Happens Next?

- Upon execution of the agreement by the Department an executed original document is sent to the outside agency.
- The Department issues the user id(s) and contacts the outside agency with the user id(s) and password(s).
- The outside agency obtains a service provider for connectivity to the Department of Transportation’s mainframe. Refer to the access section of the FDOT Security web site for some information on a service offered by AT&T.

**FLORIDA DEPARTMENT OF TRANSPORTATION
COMPUTER SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the Department, and the _____, hereinafter called the Using Agency. This Agreement shall remain in full force and effect until such times as the parties agree (in writing) to its termination.

Witnessed:

WHEREAS, the Using Agency has requested the Department to provide computer services to the FDOT Network; and

WHEREAS, the Department has the equipment with the capability of providing these services:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein set forth, the parties covenant and agree as follows:

1. No charges are assessed, but the Department reserves the right to impose or change rates by giving the Using Agency notice in writing 30 days in advance of its intention to do so.
2. The Department reserves the right to establish scheduling priorities on all jobs processed on the computer system. The Department shall make all reasonable efforts to provide prompt turnaround. The Department shall not be liable for any delay in processing jobs submitted by the Using Agency.
3. The Department shall be held harmless for the use of any data, program or information produced as a part of this agreement, whether printed, written or verbal. The Using Agency relies upon the use of any data, program or information produced at the Using Agency's own risk. The Department shall be authorized to use, for its own purposes, any data, program, or information produced as a part of this agreement, whether printed, written, or verbal, provided that the Department attributes the material to the Using Agency.
4. Should the Using Agency harm the Department's data or programs by neglect, act, or omission, the Using Agency shall be liable for any and all damage caused directly or indirectly by the Using Agency's neglect, act, or omission.
5. To the extent provided by law, the Using Agency shall indemnify, defend and hold harmless, the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission, or negligent act by the Using Agency, its agents, or employees during the performance of the Agreement, except that neither Using Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by the Department of any of its officers, agents, or employees during the performance of the Agreement..

When the Department receives a notice of claim for damages that may have been caused by the Using Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Using Agency. The Using Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Using Agency in the defense of the claim or to require that the Using Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Using Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Using Agency. The Department and the Using Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

6. The Using Agency and any consultants hired by the Using Agency agree to abide by all rules and procedures published by the Department for security of, and the use of, any FDOT Network. This includes, but is not limited to, log on procedures, data set cataloging, and data set protection and archival backup.
7. It is agreed further by the parties hereto that this Agreement may be terminated or cancelled by either party giving notice to the other, in writing, thirty (30) days in advance of its intention to do so.
8. The Using Agency agrees that all work and/or communications conducted on any FDOT Network shall be for official business only.
9. This Agreement shall become effective upon the date of execution by the Department.
10. Each agency shall designate an individual to administer this Agreement. All notices provided for in this Agreement shall be sent or delivered by certified mail to the other party, return receipt requested, at the addresses set forth below or to such other contract administrators at such other addresses as the parties shall designate to each other in writing:

Department: Scott Huntley
Security Administrator
Florida Department of Transportation
Office of Information Systems
605 Suwannee Street, MS 03
Tallahassee, Florida 32399-0450

Using Agency: _____

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the second business day after the same is deposited in the United States mail certified matter, addressed as above provided, with postage thereon full prepaid. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered or made.

The Department and the Using Agency may from time to time notify the other of changes with respect to whom and where notices should be sent, or who the contract administrator is, by sending notification of such changes pursuant to this paragraph.

11. In accordance with Section 287.134(3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on dates inscribed below.

SEAL
(If applicable)

USING AGENCY

BY: _____
(Authorized signature)

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____
(Authorized official)

APPROVED: _____
ATTORNEY, Using Agency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____

REVIEWED, _____
Attorney, Florida Department of Transportation