

ITN: Data Breach Notification Services for the State Board of Administration of Florida

Request for Clarification Questions and Responses

Question:

I wanted to know if you would be willing to accept the following amendment:

“The Assignment undertaken (and associated fees) do not contemplate **X** being made party to any legal proceedings, or subject to third-party claims. Accordingly, **to the extent permitted by applicable law**, Client agrees to hold harmless and indemnify **X** against all claims, damages and costs (including reasonable attorneys’ fees and disbursements) arising out of the Assignment, except for such claims, damages and costs resulting from any actions by **X** constituting gross negligence, fraud, willful misconduct or unlawful conduct or a breach of the terms of this Agreement.”

Response:

Pursuant to Section VI, R., 2., of the SBA Data Breach Notification Services Invitation to Negotiate, “If Respondent does not agree to any terms within Appendix II, SBA Data Security Addendum, Respondent must submit a red-line addendum containing all proposed changes.” The SBA will evaluate responses, including any proposed red-lines, following the response submission deadline.