

Invitation to Negotiate

**MYFRS.COM SYSTEMS ADMINISTRATOR
FOR
FRS INVESTMENT PLAN AND FINANCIAL GUIDANCE
PROGRAM**

**Issued by
THE STATE BOARD OF ADMINISTRATION OF FLORIDA**

August 3, 2020

**DEADLINE FOR RECEIPT OF
NOTIFICATION OF INTENT TO RESPOND:
August 17, 2020, 5:00 pm EST**

**DEADLINE FOR RECEIPT OF RESPONSES:
September 8, 2020, 5:00 pm EST**

**Submit Responses to
Designated Contact:**

**Shameka Smith
State Board of Administration of Florida
1801 Hermitage Boulevard, Suite 100
Tallahassee, FL 32308
Telephone: 850-413-1282
Email: Procurement@sbafla.com**

Do not contact SBA staff or any member of the SBA's Board of Trustees (or their respective staff) regarding this ITN. Direct all correspondence during the ITN process to the contact listed above.

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SECTION I – PURPOSE AND GENERAL INFORMATION

A. Purpose

The State Board of Administration of Florida (the “SBA”) is soliciting competitive responses from organizations offering a complete multiple vendor portal application, including program management, systems administration, and application design strategies.

The SBA has requested proposals and may, at its sole discretion, elect to retain a firm for the service functions listed in Section III, Scope of Services, for a period of 5 years with two possible one-year extensions for a total of 7 years.

This document contains: (i) instructions governing the proposals to be submitted and the materials to be included therein, (ii) a description of services to be provided to the SBA, (iii) requirements that must be met to be eligible for consideration, (iv) general evaluation criteria, and (v) other requirements to be met by each Respondent.

In response to this ITN, the successful Respondent will need to demonstrate exceptional credentials, and expertise in the design of applications using portal technologies based on best practices. To be considered, each Respondent’s proposal must meet the standards and requirements as set forth in this ITN.

Responses to this ITN should be sufficiently detailed to demonstrate the Respondent’s expertise, experience and capabilities to provide the requested services.

B. Background and General Information

Organization of the State Board of Administration of Florida

The SBA is an agency of Florida State Government that provides financial and trust services to various governmental entities. These include managing the assets of the Florida Retirement System (FRS) Pension Plan (an IRC Section 401(a) defined benefit plan), the Lawton Chiles Endowment Fund, the Local Government Surplus Funds Trust Fund (Florida Prime), the Hurricane Catastrophe Fund, the Lottery Fund and a variety of smaller funds. Additionally, the SBA is the Plan Sponsor for the FRS Investment Plan (an IRC Section 401(a) defined contribution plan). The total market value of the FRS Pension Plan was approximately \$160.7 billion and the FRS Investment Plan was approximately \$11.5 billion as of June 30, 2020. The total assets under management as of May 31, 2020 were approximately \$202.4 billion.

Governing Authority

The SBA has three Trustees (“the Board”). The Board consists of: the Governor (as Chair), the Chief Financial Officer (as Treasurer), and the State Attorney General (as Secretary). The Trustees of the Board are elected statewide to their respective positions. The Trustees have ultimate authority and oversight for the SBA’s overall strategy.

Administrative Structure

The Trustees delegate the day-to-day management to the SBA’s Executive Director & Chief Investment Officer, who serves at the discretion of the Trustees and is responsible for managing and directing all administrative, personnel, budgeting, investment policy, and investment functions. The Executive Director & Chief Investment Officer oversees more than 200 professional and administrative support staff.

The SBA provides investment management of assets of the Florida Retirement System (FRS) Trust Fund. The Division of Retirement of the Department of Management Services, the administrative agency for the FRS Pension Plan, provides full accounting and administration of

benefits and contributions for the FRS Pension Plan. The Division of Retirement initiates actuarial studies, recommends benefit and contribution changes, and proposes rules for the administration of the FRS Pension Plan.

The SBA is the administrator of the FRS Investment Plan.

The State Legislature has the responsibility of setting contribution and benefit levels and providing statutory guidance for the administration of the FRS, as applicable.

Investment Advisory Council

The Investment Advisory Council (IAC) of the SBA consists of nine individuals with specialized knowledge, experience, and familiarity with financial investments and portfolio management. The IAC meets at least quarterly to review and discuss the SBA's investment strategy and performance of the FRS Trust Fund, FRS Investment Plan Trust Fund and other SBA investment responsibilities.

The Florida Retirement System (FRS)

The FRS presently has approximately 649,000 active (working) members and almost 1,000 participating employers. Members are employees of state, county and city governments, school boards, community colleges and universities, and special districts. The FRS is employee and employer funded and consists of two programs:

1. The FRS Pension Plan is a traditional public sector defined benefit program. Vesting is 6 years for those hired prior to July 1, 2011 and 8 years for employees hired July 1, 2011 and after. The FRS Pension Plan has been in place for almost 50 years and has approximately 495,000 active members and 445,000 retirees as of May 1, 2020.
2. The FRS Investment Plan is a participant-directed IRC Section 401(a) defined contribution program. The Plan has been in place since mid-2002 and had 230,621 active accounts and 148,547 retirees as of May 1, 2020.

FRS Education

In conjunction with the 2000 legislation directing the Trustees of the SBA to establish the FRS Investment Plan, the Trustees were also directed to establish an education program consisting of an initial and ongoing transfer education component to provide employees with information necessary to make informed plan choice decisions, with information necessary to make informed decisions about choices within their program of membership, and in preparation for retirement. The education program has been branded as the "MyFRS Financial Guidance Program". Educational services are provided independently of investment or administrative companies. EY (formerly known as Ernst & Young), GuidedChoice, and Alight Communications are under contract to provide educational services through print, video, internet, workshop, and on-the-phone channels. The educational and transactional website is www.MyFRS.com. The SBA also coordinates the education program with the State of Florida Division of Retirement, the benefits administrator for the FRS Pension Plan.

Division of Retirement (DOR)

The DOR is the administrative agency for the FRS Pension Plan. It provides full accounting and administration of benefits and contributions for the current defined benefit plan. The DOR initiates actuarial studies, recommends benefit and contribution changes, and proposes rules for the administration of the FRS Pension Plan. The State Legislature has the responsibility of setting contribution and benefit levels and providing statutory guidance for the administration of the FRS. The DOR operates as part of the MyFRS Financial Guidance Program. They also administer the Health Insurance Subsidy (HIS) program, provide retirement payroll reporting services, and manage the disability benefit and in line of duty death benefit programs for both the FRS Pension Plan and FRS Investment Plan.

Recordkeeper

The SBA has a contract with Alight Solutions for plan choice enrollment and recordkeeping responsibility for the FRS Investment Plan. Recordkeeping is in a daily environment. Administrative services are provided independently of investment or education companies. Retiree services, including withdrawals, are included in the contract with Alight Solutions. BNY Mellon serves as the custodian of the Investment Plan and issues all payments to Investment Plan members.

Investment Policy and Structure

An Investment Policy Statement (IPS) serves as the primary statement of Trustee policy regarding their statutory responsibilities and authority to establish and operate the FRS Investment Plan. Section 121.4501(14), Florida Statutes, directs the Trustees of the State Board of Administration to approve the IPS. The IPS also identifies certain education policies. A copy of the IPS can be found at www.sbafla.com.

Additional information regarding the SBA is available on the SBA's website located at www.sbafla.com.

SECTION II – MYFRS ARCHITECTURE

A. Overview

The MyFRS.com website provides retirement and financial planning information for over 1.8 million state and local employees and retirees, and almost 1,000 employers. The site contains online retirement planning applications and calculators. The site provides a common secure access point to retirement and planning services. The site provides the standard mechanism for integrating and collaboration of all business entities involved in providing services and components to the FRS. Usage statistics for June 2020 are included in Appendix II.

The MyFRS.com website allows single sign on and authentication to transact with multiple retirement service providers via the same familiar interface.

The following business entities currently provide distinct functional components to the MyFRS application:

Division of Retirement

Provides an extensive database of employer and employee demographic and related benefit information through direct feeds and direct access to their website (www.frs.myflorida.com).

GuidedChoice

Provides the online “Advisor Service” tool that helps participants manage their retirement objectives.

Alight

Provides administrative services for plan choice enrollment for the FRS. Provides call center support for enrollment and Investment Plan account activities. Provides the recordkeeping and online data access for employees in the Investment Plan, which includes an interactive voice response (IVR) system functionality, and online access to the Investment Plan members’ accounts to allow trading and rebalance functionality.

EY

Provides choice education and retirement planning counseling through a call center environment. Conducts a variety of educational workshops available through online enrollment.

MyFRS Vendor

The selected vendor (“MyFRS Vendor”) will be an overall program manager who aids in designing the MyFRS.com site (look and feel, content, flow), monitors services and the database, and manages the integration of all vendors and applications, providing all services described in Section III. The selected vendor will also create site content and consistency with all other communications/outreach efforts.

B. Architecture

The MyFRS.com architecture encompasses a number of private sector partner companies and two state agencies, all handling different aspects of information related to retirement choice and planning.

The Division of Retirement (DOR) owns the master database, the primary user data source that all other partner companies use to authenticate and authorize all portal users in order to provide them with specific personalized retirement information.

Alight has responsibility for the DB/DC plan choice, including the online Choice Service, and is the recordkeeper for the users who are in the Investment Plan.

GuidedChoice provides targeted and personalized retirement information via their online Advisor Service web application.

MyFRS.com, through the MyFRS Vendor, handles all user authentication, authorization, and front-end functionality. Data communication and transfer between all partner companies is an essential component of the MyFRS.com architecture. The user authentication and authorization services are performed on the main MyFRS.com site. Personalization of visual components is done mostly in the Header and the menu options presented to the user. The HTML content is served by the main MyFRS.com site, based on the role and user profile attributes.

The MyFRS Vendor will also manage the master database for much of the user data and is the central hub for communication and synchronization of data between third party entities.

The current AWS infrastructure is included in Appendix III.

Portal Architecture

MyFRS uses a Model-View-Controller (MVC) architecture. The frontend and backend are decoupled allowing quick changes.

Communication between frontend (HTML) and backend (Struts MVC) is through JSON services. Struts exposes all the services in the form of JSON. The frontend uses AJAX to communicate with the backend to get all the data.

The frontend is built using HTML5/JavaScript/CSS/JQuery and all the business logic is handled via EJB.

Subsystems

The MyFRS application design is made up of four major subsystems. Scripts move data between the different subsystems, and administrator processes manage the overall application. Each of these subsystems are essential parts of the MyFRS architecture, and the application would lose major functionality if any of these parts were stopped. The four subsystems are as follows: the Communication and Transfer Subsystem (Data Subsystem), Action and Layout Front-End Controller, the Application Plug-in Subsystem and the Content Management Subsystem.

Apache solr and Tika

Indexing and searching all documents, information, applications, communities, discussions, Web sites and other content accessible through the portal.

Communication and Transfer Subsystem (Data Subsystem)

Communication and Transfer Subsystem, handles all incoming and outgoing data streams from the DOR to all other partner companies (MyFRS Vendor, Alight, GuidedChoice, and EY). DOR has the responsibility of maintaining the master database, but the MyFRS Vendor and Alight each have differing responsibilities for maintaining and owning user data. The MyFRS application sends data between its subsystems using custom data-feeds, created at the source of the master database at the DOR and are then delivered via secure FTP transfers. Each partner client receives one or more custom-created PGP encrypted data files. Each partner client has their own data format, and DOR creates and delivers these data files to each partner client on a scheduled basis. For example, the MyFRS Vendor currently receives a PGP encrypted User Data update daily at 6:00 pm.

Action and Layout Front-End Controller

The Action and Layout Controller is the subsystem that controls some of the information that is presented to the user after they log into the MyFRS.com website. The Action and Layout Controller controls how web content is displayed, who can see the content, user authentication and tracking, and access to external applications via the Application Plug-in Subsystem. Furthermore, the Action and Layout Controller acts as the core manager of the entire MyFRS application.

All functionality was created using a combination of Apache Struts libraries and Velocity Template Language scripts. The Glossary, FAQ, and User Notification content systems were built with Page Flows and JSP-libraries.

Application Plug-In Subsystem

The Application Plug-In subsystem uses RSA-based encrypted certificates and a web key to authenticate that a specific data stream is from the MyFRS application or from a partner client external application. Once that authentication has been verified, the portal redirects the user to the external application; thereby effectively moving the user from the portal to the external application servers in order to allow user's access to the external application services.

Content Management Subsystem

The Content Management Subsystem is the most visible aspect of the MyFRS application. This subsystem is in charge of organizing and publishing content so MyFRS users can access it at any time of day. The current Content Management subsystem is made up of a number of sections. The current application stores most of the content as regular HTML pages that are updated when information needs to be added, modified, or removed.

Disaster Recovery Environment

Along with the primary production environment, MyFRS.com maintains a disaster recovery environment. The Disaster Recovery Environment contains the same configuration as the primary site and is utilized in a time of crisis or primary site failure. MyFRS maintains disaster recovery across multiple AWS regions.

OVERVIEW OF THE MYFRS SYSTEM COMPONENTS

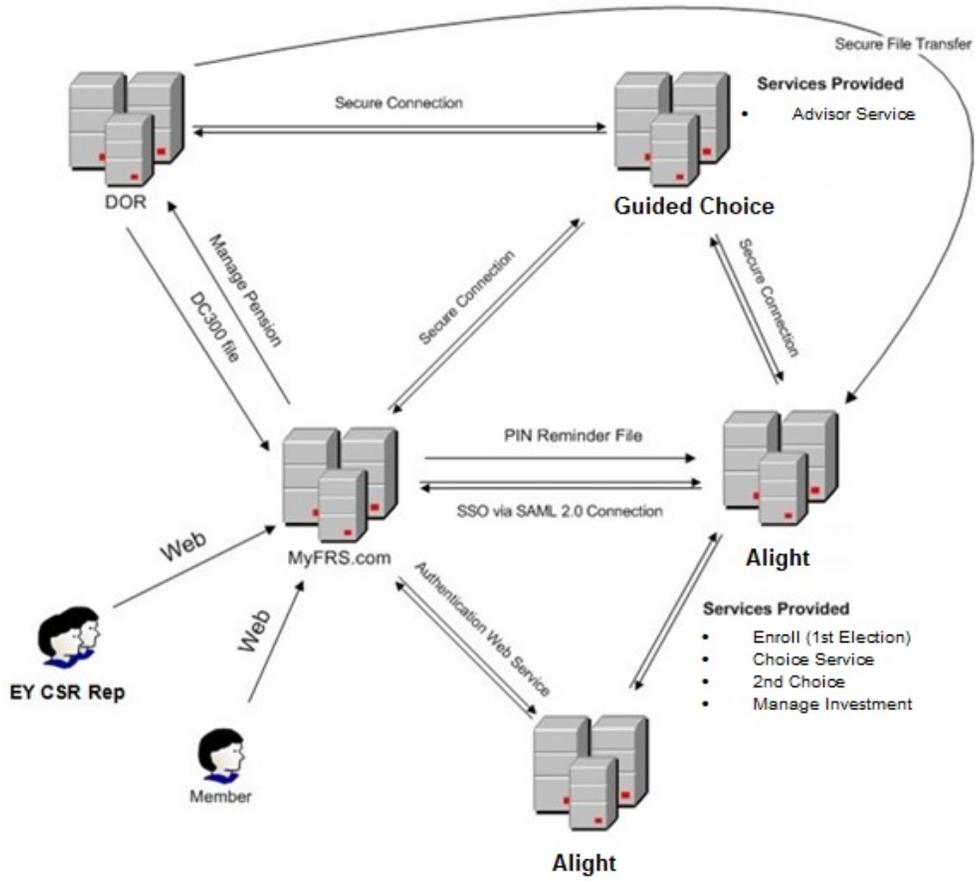
Technical Environment

Software

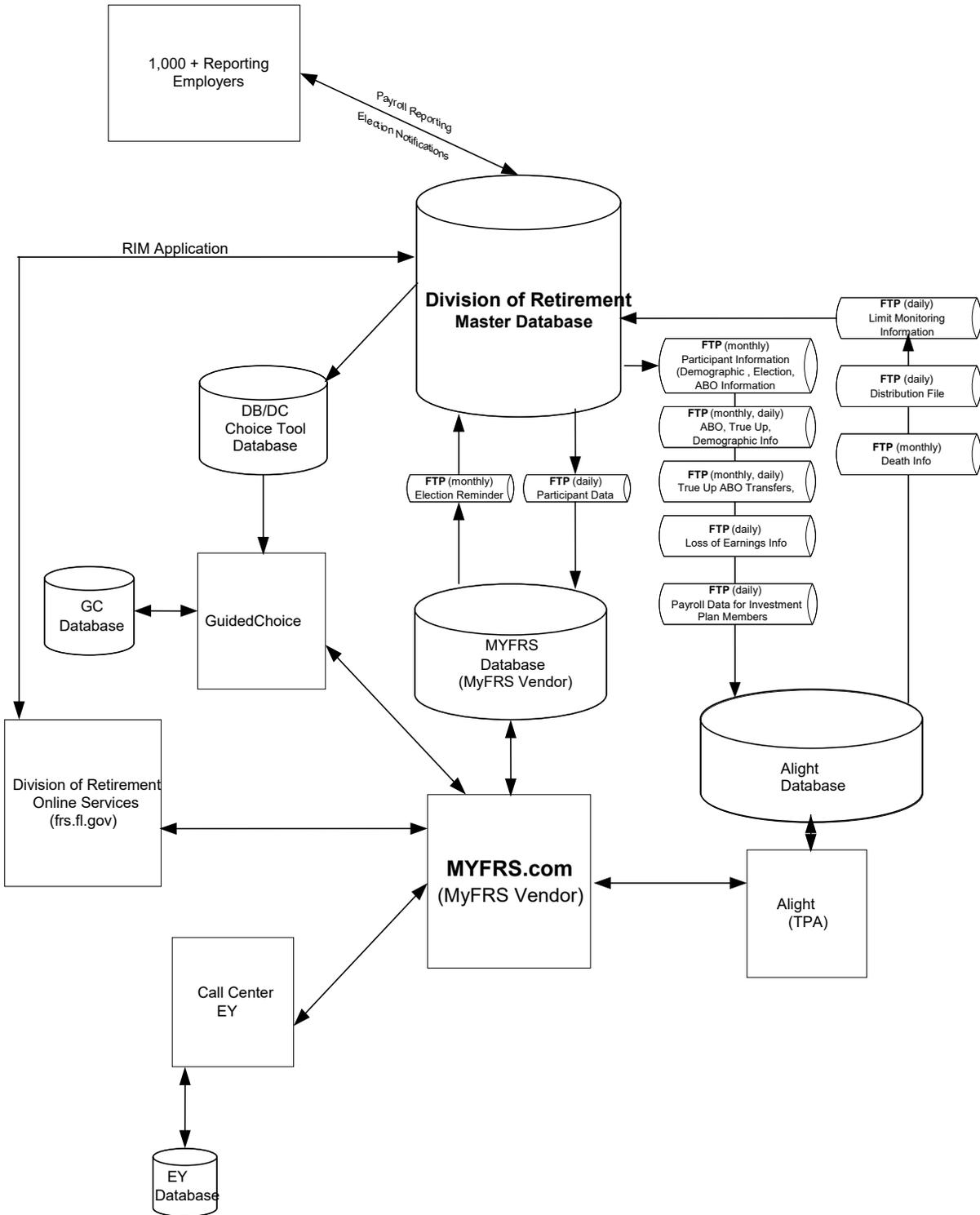
- Amazon Linux
- Amazon Aurora PostgreSQL Database
- Java 1.8
- J2EE
- HTML 5
- Java Script
- Apache Solr (Search Engine)
- Apache Foundation Web Server
- Apache Tomcat
- JSON
- Perl 5.8 (needed for administration)
- SSH (support server replication and remote access)
- VPN Software
- BSAFE CryptoJ by RSA (for system encryption and security)
- GNU Mailman (used for User Notification mass emailing services)
- PGP

MyFRS.com architecture:

MyFRS.com Architecture



Schematic overview of the interfaces between partner companies is shown below:



SECTION III – SCOPE OF SERVICES

SYSTEM ADMINISTRATION SERVICES FOR MYFRS APPLICATION.

The System Administrator (SA) will be responsible for providing overall program management, including the following two types of services; **Technology Support (TS)** and **Project Enhancement Request Services (PERS)**. These two service types will be monitored and measured. The TS will be measured against pre-defined service levels and the PERS will be measured against developed and approved project plans with payments based on deliverables. Daily, weekly, monthly and yearly activities are detailed in Appendix IV.

TECHNOLOGY SUPPORT SERVICES (TS)

The TS services will include the management of all system components of the MyFRS.com solution. The SA will be responsible for the day-to-day operations, systems maintenance and support. The SA will report to the SBA and will assist in coordinating all team members and/or other third party resources required to support the overall MyFRS solution. The SA will have responsibility for the day-to-day communication with the SBA and partners and respond to all requests. Every request for service will be tracked and monitored through completion by the SA.

The Technology Support Services can be broken out into the following components:

System Management Services include infrastructure and operations support, systems administration, security, performance monitoring, technical diagnostics and troubleshooting, configuration management, system repair management, and generation of management reports. To track these services, an automated event management system notifies the MyFRS Vendor of impending and actual failures, capacity issues, traffic issues, and other system and network events will be put in place. Components that must be monitored include:

1. Cloud Infrastructure (Amazon Web Services)
 - Virtual Private Cloud (VPC)
 - Elastic Compute Cloud (EC2)
 - Simple Storage Service (S3)
 - Relational Database Service (RDS)
 - Elasticache
 - Maintenance
 - Infrastructure maintenance schedule
 - Application maintenance schedule
 - Security audit schedule
 - Security
 - Audit of logs
 - Apply security patches to operating systems
 - Intrusion detection system (LexisNexis)

The MyFRS Vendor performs daily testing of the site for security vulnerabilities to provide up to date validation of risk levels and necessary mitigation steps.

Application Services include services, processes, and methodologies for maintaining and managing both custom and packaged software applications. The SA will also establish procedures that will determine software applications and release levels that may be installed on MyFRS. Applications management would typically include corrective and preventive maintenance, installation of upgrades, and performance analysis. The following applications will be supported by the SA:

1. MyFRS.com
2. Interfaces to third-party applications through the MyFRS.com website.

The SA serves as the point of contact for application management issues related to the MyFRS application. End users (FRS Participants) will contact the helpdesk managed by EY or Alight. If the helpdesk representative determines that the user's problem is a result of a problem with the MyFRS.com application, the helpdesk representative will follow agreed upon problem resolution procedures. The SA will serve as point of escalation for all application support issues. Application components include:

1. Web Servers
2. File transfer services
3. Database Services

Help Desk and Problem Resolution Services are intended to provide centralized information and support management service to handle SBA internal queries and reports related to problems with MyFRS.com. Services include hardware and software support, logging of problems, dispatch of service technicians or parts, and other IT-related issues. Issues will be logged, tracked and reported via an automated tracking mechanism. Problem resolution services also include:

- Triage / Workflow documentation
- Support contacts management
- Helpdesk Management

Backup and Recovery Services are assigned to the MyFRS Vendor. The MyFRS Vendor will draft and maintain a disaster recovery plan and will perform the necessary backups and off-site storage in preparation for such an event, along with maintaining procedures for redundancy of critical system and network components with automatic switching in the event of failure.

A Disaster Recovery site for MyFRS.com will be prepared in a completely separate Amazon Web Services (AWS) region. The Disaster Recovery site contains backups and copies of all necessary configurations to regenerate the environment in a time of crisis or primary site failure. To ensure that all member data is current between the two regions, the MyFRS.com site will utilize Amazon RDS backups across regions to provide near-real-time backups of all data. In addition, a fully separate Test/QA environment will be hosted under a separate VPC (Virtual Private Cloud) and Amazon Account, allowing all partner vendors the ability to test without impacting the production site.

Backup and recovery services are put in place to allow recovery of lost critical data and/or regeneration of infrastructure as necessary. This is implemented via a combination of AWS Services, multi-region implementation, and Infrastructure-as-Code setup. Database data (including audit logs) are restorable via point-in-time cluster management in addition to hourly snapshot backups.

Disaster Recovery includes a detailed, updated disaster recovery plan, yearly testing of disaster recovery components, and annual completion of a full disaster recovery test (including live failover), and provision of a report of the test results to the SBA.

Software Management Support Services include inventory, tracking, and ongoing management of all MyFRS.com components to ensure continuous and accurate reporting of financial, physical, and asset information. The SA will implement necessary processes to protect data from theft, corruption, or destruction. This includes firewalls, intrusion detection, user identification, and authorization levels. The SA will also monitor and coordinate maintenance contracts for software and infrastructure components as

necessary, as well as assist the SBA with the selection of low-risk, high-quality vendors and supplies that offer services and/or assets. Asset management will include:

- Licensing
- Inventory
- Procurement recommendations

Upgrade Services will be provided by the MyFRS Vendor for MyFRS components with minimal disruption, accomplished by standardization and implementation of automated productivity tools, complemented by policies designed to complete upgrades when the fewest users are on the MyFRS systems.

Site Content Management Services will be completed expeditiously, subject to an established schedule by the MyFRS Vendor or SBA designated personnel.

Site Design Management Services will be provided by the MyFRS Vendor for MyFRS in conjunction with the Site Content Management Services. The MyFRS Vendor will be responsible for formatting all content updates in accordance with current site design. The SBA will also look to the MyFRS Vendor to be knowledgeable with current website design best practices and to offer suggestions on the best approach to implement new content as well as ways to enhance the member experience.

In addition, the MyFRS Vendor will perform as part of the included fee schedule, an annual site usability study/review to ensure site/content adherence to approved design standards and to recommend the implementation of the latest appropriate web/visual design practices.

User ID/PIN Maintenance will be completed by the SA or designated process subject to an established schedule and a prescribed format.

Change Management – The SA will be the primary contact for all change management activities regarding the site technology and content updates. The SA will serve as point of contact for all maintenance or solution modifications or enhancements directed by the SBA. Change management may include, but is not limited to:

1. Lifecycle Development Management
 1. Code revision control
 2. Separate development, quality assurance, and production environments
 3. Deployment methodology
2. Solution Documentation
 - Infrastructure documentation
 - Application documentation
 - Security documentation
 - Workflow documentation
 - Knowledge management

Semi-annually, the PM will ensure the written record of all daily/weekly/monthly work tasks is updated and accurately reflects current processes.

PROJECT ENHANCEMENT REQUEST SERVICES (PERS)

The PERS services will include all enhancements to the MyFRS.com solution that are outside of the normal systems or applications maintenance. PERS will include developed and approved project plans with deliverables. Examples of PERS include functional enhancements to the application and hardware and software replacements.

SA AVAILABILITY

All SA services will be available during normal daytime operations. During nighttime, weekend, or holiday operations (off-hour operations), staff may be required, as requested by the SBA.

QUALITY MEASUREMENTS

The following are examples of performance measurements that the SBA expects to include in the final contract. See the draft contract for the complete list of expected SLAs:

Operational Measurements

- **Application Availability (99.5%)**
The MYFRS.Com web site will be available 99.5% or more of the time during a calendar quarter (excluding scheduled maintenance periods approved by the SBA). Availability will be measured every 5 minutes, using scripts written by the SA. For each measurement, a response consists of a complete landing page, including any content or images available on pages not directly supported by other vendors' applications or databases.
- **System Administrator Availability (100%)**
Application support will be available from 7:00 AM to 5:00 PM on standard workdays. On-call support will be available outside of these hours on 7-day/24-hour basis.
- **Report Generation and Analysis (99.5%)**
All designated reports will available for online viewing and analysis by SBA staff.
- **Content Updates (99.5%)**
Updates will be completed within the designated timeframe.

Support Response Time Measurements

The SA will respond to a request for support within the appropriate response time defined by the SBA. The SA will assign an interim priority code upon receipt of a service request. The SA will review the service request with the SBA, and the SBA and the SA will mutually agree to the final priority. The SA will be responsible for taking the required corrective action. The SA may elect to use subcontractor personnel to perform any portion of the required work, subject to SBA approval of the contract with the subcontractor.

The following are examples of Priority Codes:

- **Priority Code 1 (99%)**
Inability to use production applications causing a critical business impact. There is no suitable workaround procedure. The SA will respond within four (4) hours of problem being reported and provide a work plan for issue mitigation if the problem cannot be fixed within the subsequent four (4) hours.
- **Priority Code 2 (99%)**
Production applications are usable, but use is severely restricted causing a significant business impact. A suitable workaround procedure can be temporarily used while the problem is resolved. The SA will respond within eight (8) hours of problem being reported. A workaround will be implemented by the SA or the SBA within the eight (8) hour period.
- **Priority Code 3 (95%)**
Production applications are usable, but features not critical to operations are unavailable or not working properly. The problem is not causing a material impact to the business.

The SA will provide and implement a solution within three (3) business days after problem is reported.

SECTION IV - MINIMUM QUALIFICATIONS

Respondents must be able to affirmatively respond to each of the following statements as of August 17, 2020 in order to be considered for the contract award:

1. The Respondent must accept and enter into a written services contract as supplied by the SBA. The services contract will be negotiated in final form during the negotiation process unless the SBA elects otherwise in its sole discretion.
2. The Respondent must agree (by written affirmation) to provide the services as detailed in Section III, Scope of Services, as well as agree to all other requirements as stated in this ITN.
3. The Respondent must be willing to enter into a Service Level Agreement (SLA) for performance measurement purposes.
4. The Respondent's key professionals and the organization must disclose any past or current actual, potential, or perceived conflicts of interest with the staff of the SBA, the members of its Board of Trustees (or their respective staffs), EY, GuidedChoice, Alight Solutions, MetLife, or BNY Mellon, or any of the following investment providers in the Investment Plan, including BlackRock, Fidelity, Principal Financial Group, Prudential, QMA, Stephens Investment Management, T. Rowe Price, Wells Capital, Jennison, London Company, American Beacon, and Capital Research and Management Company.
5. The Respondent's must respond fully to all of the requirements and questions set forth in this ITN.

Failure by any Respondent to satisfy the Minimum Requirements described in this Section IV will result in the automatic rejection of the Respondent's response.

SECTION V – EVALUATION CRITERIA

Criteria:

The responses that satisfy the minimum qualifications set forth in Section IV of this ITN will be independently evaluated by an Evaluation Team on the basis of the written responses to this ITN and additional written information as requested. If they are determined to be necessary, the Evaluation Team will conduct additional oral and/or onsite interviews. The evaluation will utilize the following broad scoring categories:

<u>Scoring Categories</u>	<u>Weights</u>
Experience, qualifications and resources	60%
Quality and clarity of the proposal	5%
Adherence and responsiveness to ITN requirements	5%
Fees	<u>30%</u>
TOTAL	100%

The evaluation team will review the responses and assign a score to each category for each Respondent. The scoring by each member of the evaluation team will be aggregated to establish an overall ranking by the team.

Using the scoring and evaluation process, a shortened list may be developed for possible interviews/presentations. Commitments made by the Respondents at the interviews will be considered binding. Information and materials obtained during such time will be used by the evaluators to prepare final scores for the Respondents. This final scoring may take into consideration any information, evidence or capabilities that, in the judgment of the Evaluation Team, demonstrate a finalist as being best qualified to provide the necessary services to the SBA. The Evaluation Team will then make a recommendation of finalist(s) to the Negotiating Team, who will then make a recommendation to the Executive Director and CIO of the SBA.

The Negotiating Team intends to evaluate fee proposals within the context of each Respondent's complete response and fee evaluation. Subsequent fee negotiations are expected to take place upon selection of the finalist. **The SBA will not be required to select the lowest-cost Respondent.**

The issuance of this ITN is merely the beginning of the negotiation process. Alternate means of accomplishing the requirements specified herein, with reasonable assurance of satisfactory results, will be considered and may be accepted, at the SBA's sole discretion, without further addendum to the ITN. The contract that shall serve as the agreement between the parties will be developed through the negotiation process.

The SBA may enter into negotiations with Respondents in order to achieve the most effective contract for FRS members. The SBA reserves the right to negotiate concurrently or separately with competing Respondents. The SBA reserves the right to accept portions of a competing Respondent's response and use such portions to form an overall program in the best interest of the SBA. Further, the SBA shall have the right to use any or all ideas or adaptations of the ideas presented in any response received pursuant to this ITN. Selection or rejection of a response will not affect this right. The SBA reserves the right to reject any and all responses or portions thereof. The SBA reserves the right to withdraw this ITN or a portion of this ITN without selecting a contractor.

SECTION VI – TIMELINE

The timeline of the search and evaluation process as currently planned (subject to changes at the sole discretion of the SBA without liability) is as follows:

August 3, 2020	ITN Issued
August 17, 2020	Notifications of Intent to Respond and Qualifications Due, no later than 5:00 p.m., EST
August 24, 2020	Requests for clarification questions on ITN due, no later than 5:00 p.m., EST
August 31, 2020	Responses to ITN Request for clarification posted
September 8, 2020	ITN Responses Due; no later than 5:00 p.m., EST
September 14, 2020	Selection of short-listed respondents
September 21-22, 2020	Interviews, if necessary
October 7, 2020	Selection of Finalist and Notification, Contingent on Successful Contract Negotiations

Note: The SBA reserves the right, in its sole discretion, to change the ITN Timeline. Changes will be posted on the SBA website under “Vendors”, and may be provided directly to the Respondents.

SECTION VII – REQUIRED INFORMATION

The purpose of this section is to identify the information that should be submitted in response to this ITN and the order in which it should appear in the proposal response. Each response package should include the following, in the order listed below:

A. Cover Letter

The proposal shall contain a cover letter identifying the Respondent's name, principal office address, and the name, telephone number and email address of the person (or persons) authorized to represent the Respondent regarding all matters related to the proposal. The letter also shall explicitly affirm the following:

- The Respondent has the current capability to provide the proposed services.
- The Respondent has reviewed the minimum qualifications and meets the eligibility criteria set forth in Section IV of this ITN.
- The Respondent has thoroughly reviewed the ITN.
- The Respondent acknowledges and accepts all terms and conditions included in the ITN.
- A person authorized to bind the Respondent to all commitments made in its proposal must sign the letter.

B. General Information

Each proposal shall include the following:

1. A brief description of the Respondent's experience in providing the services identified in Section III, Scope of Services. Respondents must submit for each of the proposed members of the project team the following information:

- The name.
- The role this person would play on the project and his/her role and position within the company.
- Specific examples of related project experience that equips the proposed team member with the skills required to fulfill his/her role on the project.

2. Respondent's References

The Respondent should provide names, addresses and telephone numbers of three clients for whom the Respondent has provided project management and technical services within the past 5 years, and identify generally the nature of the project. Limit this listing to clients served by the members of the proposed project team. The SBA may contact any of these clients as references. If the Respondent requires advance notice of the SBA's intention to make inquiries, please so indicate.

3. Subcontractors – The Respondent shall disclose any subcontractor(s) that may be used to provide any portion of the services outlined in this ITN.

4. Notice of Legal Proceedings

a) Each Respondent shall disclose any and all known or threatened material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine Securities and Exchange Commission inquiries or investigations relating to Respondent or any of Respondent's affiliates, including any proceedings to which Respondent, its affiliates, or any of their respective officers, directors or employees, is a named party or of which any of such has been the focus. Is Respondent aware of any activities of its firm, its affiliates, or their respective officers, directors or employees, that are likely to result in any of the above investigations or proceedings?

b) Please list and describe any such proceedings or actions that have occurred in the last two (2) years, including whether Respondent or any of its affiliates, or their respective officers, directors or employees has been censured by any regulatory body.

c) In the last two (2) years, has Respondent, its principals or any of Respondent's affiliates submitted a claim for errors & omissions, fiduciary liability and/or fidelity bond insurance coverage? If yes, please explain and provide details.

Note: Direction to SEC filings in and of itself is not considered a responsive answer to the above questions.

5. Please list any possible, known or potential conflicts of interests the Respondent may have with the SBA or vendors servicing the Investment Plan or the MyFRS Financial Guidance Program.

C. Summary of Proposed Services

Provide an executive summary which describes your approach and plans for accomplishing the work outlined in Section III, Scope of Services, and why your firm is the most qualified respondent to perform such services. The description should be provided in sufficient detail to permit the evaluation of proposals fairly without the possibility of misinterpretation. Limit your executive summary to no more than 3 pages in bullet format. The Respondent should indicate any additional tasks that are necessary and/or advisable that it recommends.

A summary of the Respondent's plan to work with the SBA staff and Investment Plan vendors should be provided as well. Respondents should provide a detailed description of the information and assistance the Respondent would require from SBA staff and Investment Plan vendors in the provision of the services required to satisfy Section III, Scope of Services.

Non-incumbents should provide a detailed transition plan that would ensure a seamless transition from the legacy manager to the new manager. Be sure to include a detailed schedule and an estimate of the time required to complete the transition.

D. Fee Proposal

All qualified Respondents submitting a Notification of Intent to Respond shall provide complete fee estimates as part of their final proposal responses. Non-incumbents, must also separately include any estimated expenses for the transition period (if none, it should be stated).

Please understand that the issuance of this ITN is the beginning of a negotiation process. Alternate means of accomplishing the requirements specified herein, with reasonable assurance of satisfactory results, will be considered and may be accepted, at the SBA's sole discretion, without further addendum to the ITN. The contract that shall serve as the agreement between the parties will be developed through the negotiation process. The SBA may enter into negotiations with the Respondent in order to achieve the most effective plan for FRS members. The SBA reserves the right to negotiate concurrently or separately with competing Respondents. The SBA reserves the right to accept portions of a competing Respondent's response and use such portions to form an overall program in the best interests of FRS members.

Further, the SBA shall have the right to use any or all ideas or adaptations of the ideas presented in any response received pursuant to this ITN. Selection or rejection of a response will not affect this right. The SBA reserves the right to reject any and all responses or portions thereof. The SBA reserves the right to withdraw this ITN or a portion of this ITN without selecting a contractor.

Be sure to include and identify an estimate of required travel time and travel expenses. (Travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes, and related

administrative rules.) Respondents are encouraged to provide the SBA with their most competitive price offered to large institutions.

E. Service Requirements Affirmation Statement

The response shall include a signed copy of the Service Requirements Affirmation Statement, attached as Appendix I.

SECTION VIII – PROPOSAL REQUIREMENTS

The purpose of this section is to indicate the terms and conditions that will govern the submission and review of proposals made in response to the ITN.

A. Instructions for Completion

Respondents shall:

1. Prepare their proposals according to the requested format as set forth herein;
2. Respond directly to each question posed and provide each disclosure required herein; and,
3. Provide such relevant attachments as appropriate.

B. Submission Instructions

To be considered a complete response, each Respondent must follow the following procedure:

1. Notification of Intent to Respond:

Please send a letter (to be received either by email or hard copy by 5:00 PM EST on August 17, 2020 addressed to:

SHAMEKA SMITH
State Board of Administration of Florida
1801 Hermitage Boulevard, Suite 100
Tallahassee, FL 32308
Email: Procurement@sbafla.com
Telephone: 850-413-1282

In this letter, please provide the following information:

An affirmative (but non-binding) statement of your firm's intent to respond, the name of the responding firm, and a contact to whom any revisions, notifications, and any further information about this ITN can be directed.

Any responses received without a Notification of Intent to respond may be judged as non-responsive at the sole discretion of the SBA.

2. Proposal Submission:

All proposals are due for submission by: **September 8, 2020 at 5:00 PM EST.** Submit both an electronic (email to Procurement@sbafla.com) and a hard copy response:

Please submit and deliver all documentation as required and necessary for a complete response to this ITN to the SBA contact listed below:

Clearly mark envelope:

"MyFRS.com Systems Administrator"

SHAMEKA SMITH
State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Procurement@sbafla.com

The following should be included in your response:

	Number of Copies	Required
1. Cover Letter (See Section VII.A.)	8	Yes
2. General Information Summary (See Section VII.B.)	8	Yes
3. Summary of Proposed Services (See Section VII.C.)	8	Yes
4. Fee Proposal (See Section VII.D.)	8	Yes
5. Service Requirements Affirmation Statement (Appendix I)	8	Yes
6. Trade Secret Information (See Section VIII, Subsection I)	8	If necessary
7. Redacted copy of entire submission (See Section VIII, Subsection I)	8	If necessary
8. Additional Attached Materials	8	Optional
9. Redline Draft Contract	8	If necessary
10. Electronic PDF of Response Package Submitted via Email to Designated Contact (see cover page)	1	Yes

Please provide the indicated number of hard copies of each section (in order) in your proposal. Provide an electronic copy in PDF format via email to the Designated Contact identified on the cover page.

It is each Respondent's responsibility to deliver its response to the exact location specified above by the time indicated. Respondents mailing proposals should be certain to allow for sufficient email and mail-delivery time to ensure timely receipt of their proposals. Receipt after the time and date specified above or at another location may result in disqualification. Incomplete responses may be eliminated from further consideration, in the SBA's sole discretion. The SBA accepts no responsibility whatsoever for failure to deliver or late delivery by email services or postal or commercial courier services. **Failure by the email services or postal or commercial courier services to meet the response deadline may result in disqualification.**

C. Completeness

A response must be complete as to all terms and conditions, including the appendices, on the date submitted. Additional information submitted after the response or separate from the response will not be considered unless specifically requested by the SBA, in its sole discretion, and then only to the extent requested. Incomplete responses may be eliminated from further consideration, in the SBA's sole discretion.

D. Cost Liability

The SBA shall not be liable or responsible for any costs incurred by any Respondents in preparing and submitting any response to this ITN, attending any oral interview or for any other activities or occurrences related to this ITN prior to the issuance of a contract. The SBA shall pay all costs incurred by the selected Respondent after the issuance of the contract in accordance with the applicable compensation schedule as agreed upon by the SBA and the successful Respondent. The SBA will not pay expenses and costs incurred outside the scope of the applicable compensation schedule.

E. Additional Information

Questions regarding this ITN or requests for additional information should be directed in written form and sent via email to:

SHAMEKA SMITH
State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Procurement@sbafla.com

Oral requests for additional information or clarification will not be accepted.

Interested firms should not contact any employee, officer, or Trustee of the SBA concerning this ITN after the date of issuance of the ITN (except as required during the normal course of preexisting business relationships). All correspondence, inquiries, and communications regarding the ITN (aside from clarification questions and requests for additional information – see above) should be directed to SHAMEKA SMITH. Questions will be taken through 5:00 p.m. EST on August 24, 2020. Copies of all questions and answers will be provided to all Respondents via a posting on the SBA website. No inquiries should be directed to any other entity or party regarding this ITN.

The SBA does not guarantee the validity or reliability of information obtained from other sources. If it becomes necessary to revise any part of this ITN, an addendum will be provided to all Respondents that received the initial form of the ITN and the addendum will be posted on the SBA website (www.sbafla.com), under “Doing Business with the SBA”, “Vendors.” The Respondent is responsible for checking the website for any addenda or updates.

The SBA reserves the right to accept or reject any or all requests for additional information, either in whole or in part, and may require requests to be clarified or supplemented through additional written submissions. Respondents will be notified of the rejection of their request for additional information.

F. Respondent’s Responsibility

Each Respondent should familiarize itself with the service specifications and the work to be performed before submitting a response. All proposals are to remain valid for at least 180 days from the date of submission.

G. Respondent Guarantees

All terms and conditions submitted in response to the ITN (all parts) must be guaranteed to remain effective and may not be changed, amended, modified, qualified, or otherwise altered by the selected Respondent(s) for a period beginning on the date of the response filing deadline for this ITN and ending at the conclusion of the term of the services contract. All range of fees and charges, as proffered in response to this ITN must be guaranteed for the term of the services contract.

H. Oral Interview

Respondents that submit a response to this ITN may be required to conduct an oral interview with the SBA with respect to their responses. Should oral interviews be entertained for any such Respondent, each selected Respondent will be given an opportunity to clarify or elaborate on its response. The SBA will determine the occurrence, date, time, and location of such presentation(s), if needed.

I. Disclosure of Proposal Contents

All materials submitted by Respondents shall become the property of the SBA and will not be returned. Proposals submitted may be reviewed and evaluated by any person designated by the SBA, in its sole discretion. Pursuant to Chapter 119, Florida Statutes, the Florida Public Records Law, Proposals submitted in response to this ITN are public records and must be made available

for inspection in accordance with the provisions of Chapter 119. **If information is provided which could reasonably be ruled a "trade secret" as defined in Section 812.081, Florida Statutes**, Respondent must: (1) clearly mark each page (as appropriate and necessary) which purportedly contains confidential or exempt information, (2) create a separate attachment clearly titled "Trade Secret Information – MyFRS.com Review ITN Response – SBA" with the information set forth below, and (3) provide the SBA with a separate redacted copy of its response, the cover of which must contain this ITN title and shall be labeled "Redacted Copy."

The Trade Secret Information – MyFRS.com Review ITN Response – SBA attachment must include a table of contents with a detailed listing of and justification for EACH item marked as a "confidential." A Redacted copy shall be a copy of the entire submission, and Respondent should only redact those portions of records that Respondent claims are specifically exempt from the Florida Public Records Laws.

Designation of items as "trade secrets" by Respondents is not dispositive and does not guarantee that the items will not ultimately be disclosed pursuant to Chapter 119, Florida Statutes. Florida is renowned for putting a high priority on the public's right of access to governmental meetings and records. Please operate in a similar spirit and do not include any materials, which could not be reasonably judged as "trade secrets". By submitting a response, each Respondent further understands and agrees that the SBA shall have the right to use any and all information, records, documentation, or items, including any derivation or adaptation thereof or knowledge gained thereby, presented by any Respondent in any response, during any oral interview, or otherwise in connection with this ITN in negotiating and entering into any services contract or for any purpose. The SBA shall have such rights regardless of whether the SBA enters into a services contract with such Respondent or any Respondent under this ITN, successfully negotiates any services contract with any Respondent, rejects any or all responses to this ITN, amends or withdraws this ITN at any time, or otherwise satisfies its needs through alternative means.

By submitting a response to this ITN, Respondent agrees to protect, defend and indemnify SBA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) relating to the Respondent's determination that the redacted portions of its Response to this ITN are not subject to disclosure.

J. Right to Amend and/or Withdraw

The SBA, in its sole discretion, reserves the right to amend or withdraw this ITN at any time and for any reason. Issuance of this ITN in no way constitutes a commitment by or obligation of the SBA to enter into an agreement with any Respondent ultimately selected, and the SBA may, in its sole discretion, reject all responses to this ITN for any reason whatsoever.

K. Economy of Presentation

To be considered for selection, Respondents must submit a complete response to this ITN. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities and approach in meeting the requirements set forth in this ITN. The emphasis should be on each proposal's completeness and clarity of content.

L. Rejection of Proposals

The SBA (or its designee) will be the sole judge of the Respondent's responsiveness to the ITN and reserves the right to reject, in whole or in part, any or all responses, with or without cause, without incurring any liability whatsoever. The SBA may also waive any material or immaterial defect in a response or deviation from the requirements of this ITN. Any waiver exercised under this section will not modify any provision of this ITN.

M. Contract Execution

After selection, the SBA may enter into contract negotiations with the selected Respondent to finalize terms, fees and conditions. This ITN and the selected Respondent's proposal, or any part thereof, may be included in and made a part of the final contract. The resulting contract and all attachments shall be a public document.

If, in the sole opinion of the SBA, an acceptable contract with the selected Respondent cannot be reached, the SBA reserves the right to disqualify such Respondent and to negotiate with the next preferred Respondent, or to take any other actions (including no action), in its sole discretion, as contemplated by this ITN.

N. Contract Term

The SBA proposes to hire a consultant for a period of 5 years with two possible one-year extensions for a total of 7 years. The SBA intends for the contract to be effective July 1, 2021.

O. Collusion

By responding, the Respondent represents that the proposal is not made in connection with any competing Respondent submitting a separate response to the ITN and is in all respects fair and without collusion or fraud. It is further represented that the Respondent did not directly or indirectly induce any firm to submit a false or sham proposal or to refrain from proposing. In addition, the Respondent represents that it did not participate in the ITN development process, had no knowledge of the specific contents of the ITN prior to its issuance, and that no employee of the SBA participated directly or indirectly in the Respondent's proposal preparation.

P. Conflicts of Interest

The Respondent must disclose within its response whether any officer, director, employee, or agent is also a current or former employee of the SBA or any of the members of the Board of Trustees. All Respondents must further disclose any factors, financial or otherwise, known to them which may give rise to an actual, potential or perceived conflict of interest between the Respondent and the SBA and its employees, or have the effect of impacting the ability of the Respondent to meet its responsibilities, duties, and obligations to the SBA, as set forth in this ITN.

Q. Quiet Period

The Respondent and its agents, officers, principals and employees will not engage in any written or verbal communication during the "selection period" (defined below) between the Respondent or any individual assisting the Respondent to be selected and the Executive Director & CIO of the SBA, the Evaluation Team, any SBA employee, whether or not such individual or employee is assisting in the selection of the Respondent, or any member of the Board of Trustees or their respective staffs, consultants or managers, regarding the merits of the Respondent or regarding whether the SBA should retain or select the Respondent. An exception is given for the Procurement Manager, Designated Contact, and designated members of the Evaluation Team and Negotiation Team. Any unauthorized contact may disqualify the Respondent from further consideration. Normal business communications are allowed, however, for current SBA service providers who are also ITN respondents.

The Respondent will not engage in any lobbying efforts or other attempts to influence the SBA, Executive Director & CIO of the SBA, the Evaluation Team, or any other SBA employees, or any member of the Board of Trustees or their respective staffs, consultants or managers in an effort to be selected. Any and all such efforts made by the Respondent or its agents, officers, principals, employees, or lobbyist will be disclosed to the Executive Director of the SBA within five calendar days of its becoming known.

The “selection period” for this ITN begins on August 3, 2020 (Date Issued) and will continue until the final selection has been announced or the selection process is otherwise concluded.

Nothing herein shall preclude the SBA from seeking clarification about the substance of the response to the ITN within the time frame as provided herein. Nothing herein shall preclude a Respondent from seeking a request for clarification as provided herein.

R. False or Misleading Statements

Any response which contains false or misleading statements, or which provides references which do not support an attribute, condition, or capability claimed in the response, will not be considered by the SBA, if, in the opinion of the SBA, such false or misleading statement was intended to mislead the SBA in its evaluation of such response.

S. Further Instructions and Conditions

1. All responses to this ITN must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response, in the SBA’s sole discretion.
2. Terms and conditions of ITN – Submission of a proposal indicates the Respondent’s acceptance of the conditions contained in this ITN, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the SBA and the Respondent selected.
3. Conformance with statutes – Any contract awarded as a result of this ITN must be in full conformance with statutory requirements of the State of Florida and the U.S. Government.
4. Timing and sequence – The timing and sequence of events resulting from this ITN will be determined solely by the SBA, and may be modified by the SBA, in its sole discretion.
5. Oral agreements - Any alleged oral agreement or arrangement made by a Respondent with any agency or employee shall be superseded by the written contract between the SBA and such a Respondent.
6. Amending or canceling requests - The SBA reserves the right to amend or cancel this ITN, prior to the due date and time, at its sole discretion.
7. Rejection for default or misrepresentation - The SBA reserves the right to reject the proposal of any Respondent that is in default of any prior contract, for misrepresentation or otherwise, as may be determined by the SBA (or its designate) in its sole discretion.
8. SBA’s clerical errors in awards - The SBA reserves the right to correct, in its sole authority, inaccurate awards resulting from its clerical errors.
9. Rejection of qualified proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the ITN.
10. Respondent’s presentation of supporting evidence - A Respondent, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in its proposal.
11. Respondent’s changes to proposal - No additions or changes to a Respondent’s original proposal shall be allowed after submittal, except where corrections of errors or omissions may serve the best interests of the FRS and the SBA. Clarification at the request of the SBA may be required at the Respondent’s expense. The SBA may permit any

Respondent to modify its response after the deadline if the SBA determines that such modification is in the best interest of the SBA.

12. SBA's corrections and changes – Any corrections or changes to this ITN will be issued by the SBA, will be identified as a correction or change, and will be posted on the SBA website. Corrections or changes made in any other manner will not be binding. It is the responsibility of the Respondent to obtain all corrections and changes.
13. Dispute Resolution and Venue - The Agreement will not include binding arbitration provisions, such as those typically found in Alternative Dispute Resolution Procedures, and any action or proceeding to resolve any disputes will be brought and conducted in a state court located in Leon County, Florida.
14. Right to award, reject or waive – The SBA reserves the right, in its sole discretion, to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the FRS and the SBA will be served.
15. Response Content and Format - In determining the capabilities of a Respondent to perform the services specified herein, the information required in this ITN must be provided by the Respondent and will be weighed by the Evaluation Team as indicated in the evaluation process. **(Note: Each requirement must be thoroughly addressed. Taking exception to any requirement listed in the ITN may disqualify the Respondent and its response, in the SBA's sole discretion.)**
16. Indemnification and Exculpation – The Agreement will not include exculpatory clauses absolving the Respondent from liability arising from its actions. Additionally, the Agreement will not include provisions wherein the SBA indemnifies Respondent.
17. Respondent's Credentials - The SBA may make such investigations, as deemed necessary in its sole discretion, to determine the ability of the Respondent to perform the services contemplated by this ITN. The SBA reserves the right to reject any response if the evidence submitted by, or the investigation of, the Respondent fails to satisfy the SBA that the Respondent is properly qualified to carry out the obligations of the Consulting Agreement.
18. Third Party Assurances or Certifications – The Respondent should describe any third party assurances or certifications it has obtained as an organization, such as SSAE16 SOC reports, ISO certifications, etc. Also, on a staff level, provide any industry-wide standards, certifications, or qualifications that would demonstrate the Respondent's expertise, experience, and capabilities to provide the requested services.
19. Draft Contract – The Respondent shall provide any proposed changes to the draft contract by including a redline contract with all proposed changes with its Response to the ITN. **All unmodified terms will be deemed accepted by the Respondent.**

APPENDIX I: SERVICE REQUIREMENTS – AFFIRMATION STATEMENT

By inclusion and execution of the statement provided herein, each Respondent shall certify that:

- The selection of the Respondent will not result in any actual, potential, or perceived conflict of interest with the SBA. Alternately, should any potential or existing conflict be known by the Respondent, the response shall specify the party with which the conflict exists or might arise, the nature of the conflict and whether the Respondent would step aside or resign from that engagement creating the conflict.
- The response is made without prior understanding, agreement, or connection with any corporation, other Respondent, or person submitting a response for the same services, and is in all respects fair and without collusion or fraud.
- The selection of the Respondent will not violate Section 215.684, Florida Statutes, which prohibits the State from selecting certain providers that have been convicted of or entered a plea of nolo contendere to fraud within a period of two years of such conviction.
- The Respondent and the agents, officers, principals, and professional employees thereof have not and will not participate in any communication prohibited in this ITN.
- The Respondent's responses to the ITN are those of the Respondent and have not been copied or obtained from any other Respondent responding to any other ITN or competitive proposal whether in Florida or elsewhere either in the past or present.
- The Respondent meets the Minimum Qualifications set forth in Section IV of the ITN.
- The Respondent must accept and enter into a written services contract including a data security addendum as supplied by the SBA. Final language will be negotiated in the contract negotiation phase.

The Respondent hereby agrees to abide by all conditions of this ITN for MYFRS.COM SYSTEMS ADMINISTRATOR FOR FRS INVESTMENT PLAN AND FINANCIAL GUIDANCE PROGRAM, and I hereby certify that all information provided in this response is true and correct, that I am authorized to sign this response for the Respondent and that the Respondent is in compliance with all requirements of this ITN, including but not limited to, requirements in this Appendix I.

Authorized Signature (Manual)

Name and Title (Typed)

Date (Typed)

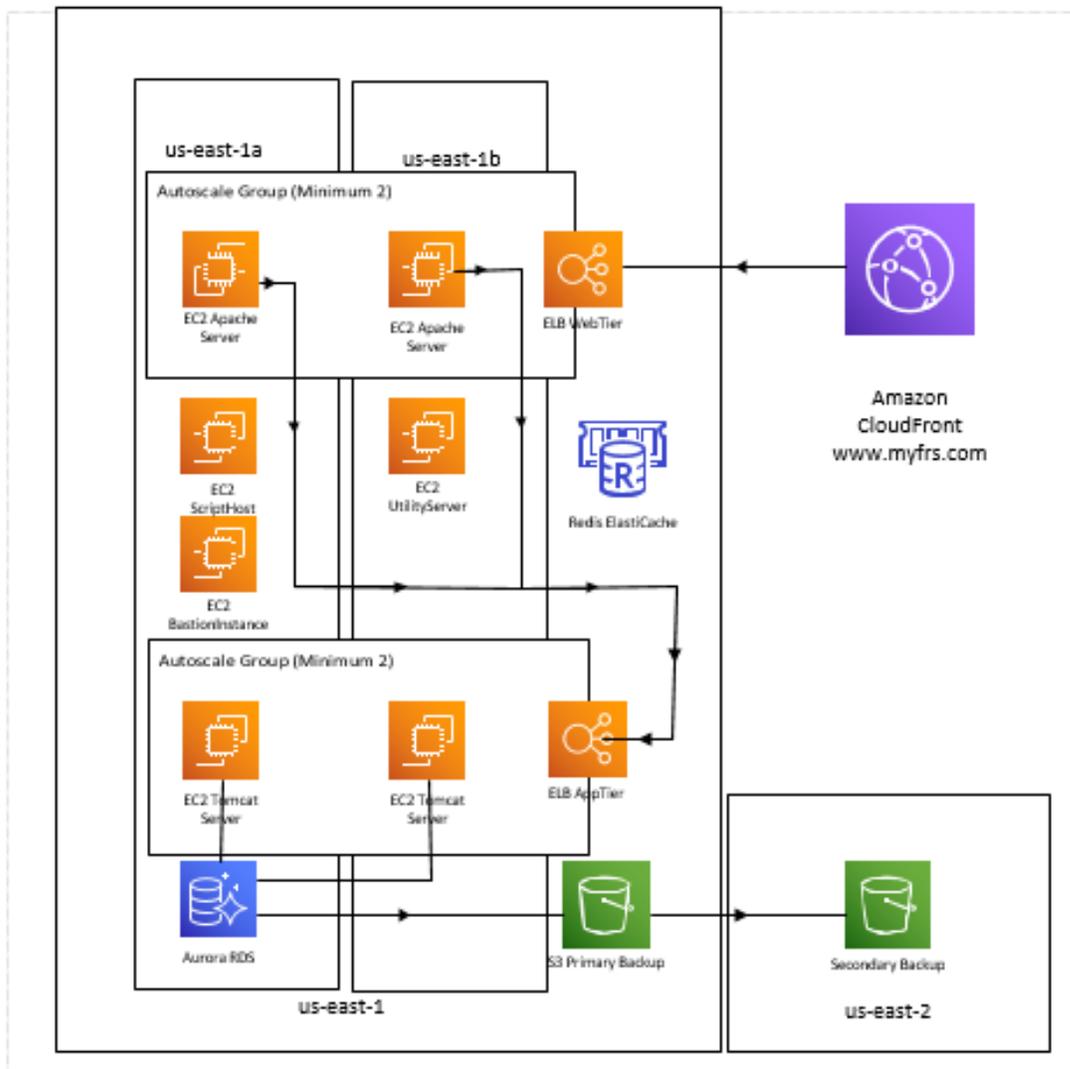
APPENDIX II: MYFRS.COM USAGE STATISTICS – JUNE 2020

Below are usage statistics for June 2020:

June 2020	Number of Visitors
Total Sessions	268,986 (Sessions)
New Visitors	102,157 (Users)
Repeat Visitors	51,765 (Users)
Average Time Spent	00:06:25
Average Visits Per Day (New and repeat visitors)	5,131

#	Page	Views	#	Page	Views
1	MyFRS	40.84%	11	Request MyFRS PIN	1.12%
2	Sign In	28.04%	12	Calculators	0.90%
3	Login Problems	3.48%	13	Retirees	0.87%
4	Register for MyFRS	3.22%	14	Members	0.85%
5	Contact Us	2.87%	15	Update MyFRS Profile	0.80%
6	Lost User ID or Password	2.59%	16	Pension Plan	0.78%
7	Forms	2.24%	17	Publications	0.77%
8	Investment Funds You Can Choose	1.74%	18	Search	0.61%
9	FRS Programs	1.39%	19	Alerts & Hot Topics	0.42%
10	Unlock Account / Change Password	1.15%	20	Investment Plan	0.36%

APPENDIX III: INVENTORY



APPENDIX IV: DAILY, WEEKLY, MONTHLY, YEARLY ACTIVITIES

TekStream provides the following services in support of MyFRS.com.

Monthly Activity Summary, Systems Management, Fixed Work

<i>Weekly activities include many planned and scheduled activities as well as the majority of site content/interface updates. This section includes activities that need to be performed at some point during a general workweek:</i>		
Weekly Activity	Delegation	Approximate Hours (Per Month)*
Review server logs	Systems Administrator	4
Review Pending service calls, bug fixes, etc. and check on status	Systems Administrator	8
Total Hours		12
<i>Some planned activities need to be performed every two weeks, including the following</i>		
Bi-Weekly Activity	Delegation	Approximate Hours*
Invasive Patches/Updates to represent possible disruption of service for either customers or internal workforce: Unix Patches; Application Patches; Code / Content updates	Systems Administrator	8
Test patches: Test patches for applicability and impact on application (once every two weeks)	Systems Administrator	4
Deploy and test software patches	Systems Administrator	4
Total Hours		16
<i>SLA status reports, contractual issues, change orders and documentation management generally take place on a monthly schedule:</i>		
Monthly Activity	Delegation	Approximate Hours (Per Month)*
Review all contracts and licensing, ensure all SW in compliance w/ licensing	Systems Administrator	1
Update documentation and workflow procedures	Systems Administrator	1
Total Hours		2
<i>Quarterly activities, including some contingency planning and disaster recovery testing, appear below:</i>		
Quarterly Activity	Delegation	Approximate Hours(Per Month)*
Disaster recovery plan review/update	Systems Administrator	2
Total Hours		2
Total Systems Management Activity	Delegation	Approximate Hours*
Total Hours		32

*Approximate hours are to illustrate estimated workload for specific periods. They are not used to determine fees, penalties, or for any other purposes.

Monthly Activity Summary, Application Management, Fixed Work

Daily activities are those that need to be performed almost every day:

Daily Activity	Delegation	Approximate Hours (Per month)*
Daily site functionality testing (functional from both a technical and user standpoint). Review site monitoring logs for anomalies	Solution Developer	21.5
Update User ID/PIN database, Vulnerability Scan and Pen Test issue resolution, conduct daily system check	Solution Developer	21.5
Vendor Coordination/Issue Resolution/Project Management	Program Manager	75
Webmaster replies/follow-up with EY	Solution Developer	10
Content Updates	Solution Developer	30
Misc client requests	Solution Developer	20
Total Hours		178

Weekly activities include many planned and scheduled activities as well as the majority of site content/interface updates. This section includes activities that need to be performed at some point during a general workweek:

Weekly Activity	Delegation	Approximate Hours(Per Month)*
Code Testing	Solution Developer	6
Test deployed code/content (actual window is 10 p.m. to 12 a.m. plus prep. time)	Solution Developer	4
Total Hours		10

Bi-Weekly Activity	Delegation	Approximate Hours(Per Month)*
Reminder Letter data – Generate PGP encrypted files and share with Alight and SBA	Solution Developer	6
Content Oversight/QA	Solution Developer	6
Vendor Status Meeting/meeting notes	Program Manager/ Solution Developer	6
Total Hours		18

SLA status reports, contractual issues, change orders and documentation management generally take place on a monthly schedule:

Monthly Activity	Delegation	Approximate Hours(Per Month)*
Monthly report to SBA by 15 th – Website statistics	Solution Developer	4
Monthly PIN reminder count to SBA	Solution Developer	1
Monthly Online Form stats to SBA	Solution Developer	1
Monthly Alight stats to SBA	Solution Developer	1
Update documentation and workflow procedures	Solution Developer	2
PERS development where necessary	Program Manager	4
Prepare and distribute status reports, conduct service review meetings	Program Manager	2
Issues from EY	Solution Developer	12
Lexis Nexis issues reported by EY	Solution Developer	20
Issues from Alight	Solution Developer	15
PGP Issues	Solution Developer	8
Issues from Division of Retirement	Solution Developer	8
Total Hours		78

Total Application Management Activity	Delegation	Approximate Hours*
Total Hours		284

Summary of Estimated Activity Hours	
Approximate Systems Maintenance Hours	32
Approximate Application Management Hours	284
Total Estimated Monthly Activity Hours	316

APPENDIX V: STATE BOARD OF ADMINISTRATION DRAFT CONTRACT

MYFRS.COM SYSTEMS INTEGRATION AND WEB PORTAL ADMINISTRATION AGREEMENT

This Consulting Agreement (“Agreement”) is made and is effective as of July 1, 2021, by and between [MyFRS Vendor] (“[MyFRS Vendor]”), with their principal consulting offices located at [ADDRESS] and the STATE BOARD OF ADMINISTRATION OF FLORIDA, acting on behalf of the FRS Investment Plan (“SBA”), located at 1801 Hermitage Boulevard, Tallahassee, FL 32308.

ARTICLE 1 – DEFINITIONS

“Employee” means an employee eligible for participation in the Florida Retirement System.

“FRS” refers to the Florida Retirement System, established in Chapter 121, Florida Statutes.

“Investment Plan” or “Plan” means the FRS’ defined contribution program, established in Section 121.4501, Florida Statutes.

“Other FRS Service Providers” means the Division of Retirement, Alight Solutions, Guided Choice, and EY, and the Investment Plan’s investment providers.

“SBA Data” means all data accessed, created, maintained, obtained, processed, stored, or transmitted by the [MyFRS Vendor] in the course of performing the Agreement and all information derived therefrom.

“Scope of Services” means the web system and portal administrative services to be provided by [MyFRS Vendor] under this Agreement as set forth in the document attached hereto as Exhibit 1; as such document may be amended or supplemented from

time to time. The Scope of Services document and any proposed changes or amendments thereto will be prepared and approved by the SBA and [MyFRS Vendor].

“Web Solution(s)” means a master web site integration plan for employer and employee web sites for members and participants in the Florida Retirement System.

ARTICLE 2 – ADMINISTRATIVE SERVICES

1. The SBA hereby retains [MyFRS Vendor] and [MyFRS Vendor] shall provide the services to the SBA, pursuant to the terms and conditions as set forth in this Agreement.

2. The web system and portal administrative services to be provided are those set forth in Exhibit 1-Scope of Services, attached hereto and incorporated into this Agreement by this reference.

3. In addition to those services provided in Exhibit 1, [MyFRS Vendor] will provide technology consulting services as may be requested by the SBA.

4. Services provided under this Agreement may not be performed at a location outside the United States.

5. Notwithstanding the provisions of this Article 2, the SBA reserves the right to cancel or reject any plans or schedules after they have been approved, but, in such event, agrees to reimburse [MyFRS Vendor] for reasonable expenses or costs involved in the preparation of such canceled projects, but only to the extent of plans or schedules which have prior SBA approval, where actual work has taken place and where invoices for such work are provided.

6. The performance standards applicable to this Agreement are provided in Exhibit 2–Service Level Agreement, attached hereto and incorporated into this

Agreement by this reference.

7. The parties may revise or change the nature and scope of some or all of the services from time to time during the term of this Agreement by their agreement in accordance with this Section, including changes relating to the addition, termination or modification of services or any other changes that alter the scope of this Agreement or the nature of the services. All such changes shall be made in accordance with the terms of this Agreement.

8. The SBA may complete and submit a request for a change to the Scope of Services or this Agreement in writing to [MyFRS Vendor]. As soon as practicable thereafter, the parties shall discuss the requested change, which may include discussion of the feasibility of proceeding with such change, the impact of the change on the services, any fees payable thereunder, and the proposed implementation date of the change.

9. If the parties agree to proceed with a change or with further discussions related to such change, [MyFRS Vendor] shall: (i) prepare a summary and scope of work and project plan relating to the proposed change which provides a description of the change, and the impact of the change on the ongoing services, if any, and the fees payable; and (ii) submit the completed request to the SBA for review and approval. The SBA shall: (i) review the proposed request and (ii) if in agreement, approve the request, in writing, authorizing [MyFRS Vendor] to proceed. Any cost overruns in excess of 10% of the approved project plan will require an amendment to the approved request and authorization by the SBA.

ARTICLE 3 – COMPENSATION

1. **For Services.** The fees and expenses due to [MyFRS Vendor] shall be

calculated and paid in accordance with Exhibit 3 which is attached hereto and incorporated into this Agreement by this reference, or any other mutually agreed upon writing by the parties. The SBA will reimburse the [MyFRS Vendor] for reasonable travel expenses as set forth in Exhibit 4 if travel is directed by the SBA. The fees as set forth in Exhibit 3 shall remain in effect as agreed to by the parties, unless amended in writing pursuant to the provisions of Article 16 herein.

2.a. **Invoices.** [MyFRS Vendor] shall generate monthly invoices. The monthly invoices shall separately identify the services provided under Exhibit 1 and in accordance with the fees outlined in Exhibit 3. The invoice shall concisely and specifically describe the services covered by each invoice. The invoices shall be sent directly to the attention of the SBA's Chief of Defined Contribution Programs by the 10th business day following month end. All invoices for fees and expenses are payable in full forty-five (45) calendar days after receipt by the SBA.

2.b. **Late Payments.** Late payments are subject to a late payment charge at the rate of one (1) percent per month, or portion thereof, of the amount due (but not to exceed the maximum lawful rate).

3. **Additional Services.** The fees and expenses due to [MyFRS Vendor] for any additional services shall be paid in accordance with Exhibit 3.

4. **Appropriations.** This Agreement is subject to continuing appropriation by the SBA's Board of Trustees.

ARTICLE 4 – INTELLECTUAL AND OTHER PROPERTY RIGHTS

1. Upon payment in full of all compensation owed to [MyFRS Vendor], [MyFRS Vendor] hereby assigns to the SBA sole and complete ownership of all

intellectual or other property or materials created or developed on behalf of the SBA. The SBA shall have the right to obtain and hold in its own name all patents, copyrights, registrations, and any other protection available and to make derivative works therefrom. [MyFRS Vendor] reserves all right, title, and interest in basic library routines and incidental code and improvements to incidental code (e.g., template parsing routines, HTML parsers, general purpose CGI routines) that [MyFRS Vendor] has created or were developed in prior engagements and were not created or developed by [MyFRS Vendor] on behalf of the SBA pursuant to this Agreement.

ARTICLE 5 – REQUIREMENTS

1. All requirements shall be in accordance with any and each of the exhibits attached hereto.
2. [MyFRS Vendor] will perform due diligence and provide counsel regarding hosting the Web Solution.
3. FRS participants must be able to print or download information from content areas of the site.
4. The Web Solution(s) must make effective use of charts, graphs and other graphical elements used to support overall content. It will be the responsibility of the Other FRS Service Providers and financial content vendors to develop, test and implement appropriate data graphing and display technologies for their relevant application(s).
5. The Web Solution(s) must contain a glossary of terms and independent “Frequently Asked Questions” sections for employers and employees.
6. Navigation features must allow easy access to any location within the Web

Solution(s), with low risk of participants “getting lost” when moving between applications. There must be a site map and search engine. Users must be able to access the home page or other applications with a global navigation element.

7. The Web Solution(s) must be organized and intuitive enough for users to find primary site content without clicking through more than 3 screens of information. Employers and employees must be clearly told that they are in the appropriate area of the Web Solution(s).

8. In order to maintain quality control, [MyFRS Vendor] will neither add nor incorporate any hyperlinks to other public web sites with the exception of the Division of Retirement’s site(s) and MyFlorida.com, unless otherwise directed to do so in writing by the SBA.

ARTICLE 6 – ASSUMPTIONS

The SBA will provide approvals and requested revisions to [MyFRS Vendor] in a timely manner to prevent delays in site deliverables and the incurrence of [MyFRS Vendor]’s penalties as stipulated in this Agreement and in any and each of the exhibits attached hereto.

ARTICLE 7 - TERM AND TERMINATION

1. This Agreement shall become effective as of the date first above stated and shall continue in full force and effect for a period of five (5) years, to commence on July 1, 2021, and to terminate on June 30, 2026. This Agreement may be extended for two one-year periods or through June 30, 2028, upon mutual agreement of the parties, in the SBA’s sole discretion. Regardless of any additional extensions, the Agreement may

be terminated in accordance with this Article 7 or in accordance with Article 22, paragraph 11.

2. The Agreement may be terminated at any time by the SBA by an instrument in writing delivered or mailed, return receipt requested or certified mail, to [MyFRS Vendor] in accordance with Article 23 of this Agreement. Such termination shall take effect not sooner than ninety (90) days after the date of such delivery or mailing, unless a different period is agreed to in writing by the parties.

3. Notwithstanding the forgoing, either the SBA or [MyFRS Vendor] may immediately terminate this Agreement in the event that the other party materially breaches this Agreement, if such breach is not cured within thirty (30) days after the breaching party is notified in writing of such breach.

4. [MyFRS Vendor] shall provide the SBA with one hundred eighty (180) days written notice in the event the owners of [MyFRS Vendor] enter into a formal written agreement to dissolve the company. The SBA may terminate the Agreement at any time within one hundred eighty (180) days of receipt of such written notice from [MyFRS Vendor] as a result of such proposed dissolution in accordance with the procedures set forth herein.

5. Upon any termination or non-renewal of this Agreement, [MyFRS Vendor] shall become responsible for delivering to the SBA all solution management transition reports and documentation, including SBA information, data, system information and code, and the account materials, services and/or data in an industry standard format agreed upon by the parties, reasonably necessary for a smooth transition to a successor firm or to the SBA. [MyFRS Vendor] will cooperate with the SBA in the

orderly transition of its responsibilities to its successor. The SBA shall pay [MyFRS Vendor] for work-in-progress, all services rendered, and expenses incurred prior to the effective date of termination with respect to [MyFRS Vendor].

6. Upon termination of this Agreement, [MyFRS Vendor] shall cooperate with the SBA until the end-stated effective date of the termination in an orderly transfer of responsibilities and records to the SBA or its representatives. In the event that the SBA elects not to renew its contract at the end of its term or extension, or otherwise terminates the Agreement as permitted herein, [MyFRS Vendor] agrees to fully cooperate in the transition to the SBA's new web system and portal administrator. [MyFRS Vendor] shall reasonably assist the new administrator and the SBA in learning the content of such documents and files, or otherwise as will be mutually agreed upon between the [MyFRS Vendor] and the SBA. After termination, [MyFRS Vendor] will have no written, electronic, or telephonic contact with members, except as authorized by the SBA.

7. [MyFRS Vendor] shall not at any time destroy any SBA Data without the prior written consent of the SBA. If requested by the SBA, within 30 days of the completion, termination or expiration of the Agreement, the [MyFRS Vendor] will transfer SBA Data to the SBA (if so directed by the SBA) or, unless otherwise required by any applicable law, destroy all SBA Data possessed by the [MyFRS Vendor]. The Contractor shall provide the SBA documentation affirming the completion of any SBA requested data transfer (including confirmation of receipt by the SBA) and the destruction of any SBA Data possessed by the [MyFRS Vendor].

**ARTICLE 8 – [MYFRS VENDOR]’S RESPONSIBILITIES
AND ADMINISTRATIVE SERVICES**

1. [MyFRS Vendor] agrees that in performing its services, it shall discharge each of its duties with due care, skill, prudence and diligence under the circumstances that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of any enterprise of like character and with like aims. [MyFRS Vendor] shall discharge its duties under this Agreement with respect to the Plan solely for the benefit of the SBA, its FRS members and beneficiaries. Member information is deemed to be a plan asset.

2. Notwithstanding the above, [MyFRS Vendor]'s role with the SBA is to assist the SBA fiduciaries in obtaining the level of expertise they need to prudently fulfill their fiduciary responsibilities. While [MyFRS Vendor] is expected to perform its services in a manner consistent with the standards of care under the immediately preceding paragraph, the SBA retains the responsibility for making all administrative decisions with respect to Plan matters. In making those decisions, the SBA may draw upon the resources and expertise of [MyFRS Vendor] to the extent it deems necessary to perform its responsibilities consistent with the standard of care under the relevant Florida Statutes.

3. The SBA will notify [MyFRS Vendor] of any developments or changes that may affect the services [MyFRS Vendor] is providing as outlined in this Agreement.

4. **Initiative.** [MyFRS Vendor] shall exercise initiative regarding any activities performed under this Agreement and through its actions actively assist the SBA to achieve superior performance in connection with the SBA’s responsibilities, taking

account of fiduciary standards, the SBA's goals and objectives, expenses, and other relevant factors. At least annually, [MyFRS Vendor] shall suggest to the SBA any changes that could be made to [MyFRS Vendor]'s responsibilities and activities that might better serve the SBA's goals and objectives.

ARTICLE 9 – CONFIDENTIAL INFORMATION

1. Subject to Chapter 119, Florida Statutes, [MyFRS Vendor] and SBA each agree that all confidential information, as defined herein, communicated to each other during the term of this Agreement shall be received in strict confidence, shall be used only for the purposes of this Agreement, and no such information shall be disclosed to third parties by the recipient party, its officers, employees, consultants, or agents without the prior written consent of the other party. "Confidential Information" is all information, whether oral, written, graphic or machine-readable, relating to SBA or [MyFRS Vendor], their operating systems, financial information, or as described in Section 121.4501(19), F.S., that is designated in writing to be confidential or proprietary, that is made so by law, or that would be understood by a reasonable person to be confidential or proprietary. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information. Confidential Information shall not include any information that (a) is in the public domain, other than by any breach of this Agreement; (b) is in the possession of a party to this Agreement on the effective date hereof, if it was not obtained from the other party; (c) is generated independently by the receiving party or developed by a party outside the scope of any agreement with the other party, or (d) is required to be disclosed by law, subpoena or other legal process, including the provisions of Chapter 119, Florida Statutes, accounting or regulatory requirements, as the case may be.

2. **Confidential Treatment.**

a) Subject to the provisions of Chapter 119, Florida Statutes, either the SBA or [MyFRS Vendor] shall treat the Confidential Information as confidential, using the same standard of care that it uses to protect its own proprietary or confidential information (but not less than a reasonable standard of care), and no information shall be disclosed to third parties by the SBA or [MyFRS Vendor], without the prior written request of the other party. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, except as provided in this Article 9, paragraph 4.

b) Except to the extent otherwise required by any applicable federal or state law, or requested by regulatory authority, or by direction of the SBA, [MyFRS Vendor] shall keep confidential any and all information concerning the affairs of the SBA, the actions of [MyFRS Vendor] taken pursuant hereto, and the details of any transaction effected in accordance with the terms and provisions of this Agreement consistent with 121.4501(19), Florida Statutes.

3. **Requirements of Law.** Neither the SBA nor [MyFRS Vendor] shall be bound under this Article to the extent that it acts under compulsion of law or in accordance with the requirements of any national or local government instrumentality or any other body with whose requirements the parties may be required by law or practice to conform. If either the SBA or [MyFRS Vendor] is required to disclose Confidential Information pursuant to such requirements of law, each shall first notify the other party so that it may seek protective orders or take any other legal action it deems necessary. Any Confidential Information disclosed pursuant to requirements of law shall still be

deemed confidential.

4. **Public Records**

To the extent applicable, [MyFRS Vendor] shall comply with Chapter 119, Florida Statutes. In particular, [MyFRS Vendor] shall:

(a) Keep and maintain public records required by the SBA in order to perform the services under this Agreement;

(b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if [MyFRS Vendor] does not transfer the records to the SBA when the Agreement is completed; and

(d) Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in [MyFRS Vendor]'s possession or keep and maintain the public records required by the SBA in order to perform the services under this Agreement. If [MyFRS Vendor] transfers all public records to the SBA upon completion of the contract, [MyFRS Vendor] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If [MyFRS Vendor] keeps and maintains public records upon completion of the contract, [MyFRS Vendor] shall meet all applicable requirements for retaining public records. [MyFRS Vendor] shall, upon

request from the SBA's custodian of records, provide all records that are stored electronically to the SBA in a format that is compatible with the information technology systems of the SBA.

(e) To the extent permitted by federal or Florida law, [MyFRS Vendor] agrees to keep the SBA's records confidential and shall not disclose such records to any person, organization or entity other than the SBA as more particularly described in Article 9 hereof.

(f) [MyFRS Vendor] consents and agrees to be sued in, and subject to the exclusive jurisdiction of, Florida state courts located in Leon County, Florida with respect to any civil or criminal litigation required to enforce the provisions of Chapter 119, Florida Statutes, or the provisions of this Section II.H.

(g) All requests, including telephone requests, for inspection of public records shall be immediately forwarded to the SBA's Office of General Counsel.

**IF [MyFRS VENDOR] HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
[MyFRS VENDOR]'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE SBA'S
CUSTODIAN OF PUBLIC RECORDS AT:
STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406**

5. **Right to Equitable Relief.** The SBA and [MyFRS Vendor] acknowledge and agree that a breach of these confidentiality obligations would cause irreparable harm to the other and that no adequate remedy is available at law for such breach.

Accordingly, it is agreed that the SBA and [MyFRS Vendor] will be entitled to seek an injunction or injunctions to prevent breaches of these confidentiality obligations and to enforce specifically the terms and provisions of this Article 9.

6. **Non-solicitation.** [MyFRS Vendor] shall not use information obtained under the Plan, or pursuant to this Agreement, to directly solicit members with respect to any product or services of [MyFRS Vendor], its partners, subsidiaries, or affiliates not part of this Agreement. All information concerning the Plan, the FRS, and Members is the sole property of the SBA and that information will remain confidential and will not be used, transmitted, sold, conveyed, released or distributed to any entity or individual for any purposes whatsoever, except as required to conduct Plan operations.

7. **Electronic Media.** Either the SBA or [MyFRS Vendor] may use electronic media to correspond or to transmit information and such use shall not, in and of itself, constitute a breach of any confidentiality obligations under this Agreement, provided that the proper security measures have been implemented in advance by all parties through data encryptions, digital signatures or other approved protection measures in accordance with this Agreement.

ARTICLE 10 – CONFLICT OF INTEREST

[MyFRS Vendor] shall not directly or indirectly receive any benefit from recommendations made to the SBA and shall disclose to the SBA any personal

investment or economic interest of [MyFRS Vendor] which may be enhanced by the recommendations made to the SBA. [MyFRS Vendor] acknowledges that the SBA is subject to the provisions of Chapter 112, Part III, "Code of Ethics for Public Officers and Employees," Florida Statutes, and all rules adopted thereunder, and [MyFRS Vendor] agrees to promptly comply with any requirements that may be applicable to it thereunder.

ARTICLE 11 – INDEMNIFICATION

1. [MyFRS Vendor] agrees to protect, indemnify, defend and hold harmless the SBA, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to the MyFRS Vendor's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Agreement including the attached Schedule A and Systems Use Agreement. [MyFRS Vendor] may settle an action, suit or proceeding without the SBA's consent only if such settlement includes a general release of the SBA.

2. [MyFRS Vendor] shall carry at least \$1 million of Errors and Omissions/Professional Liability Insurance coverage on a per occurrence basis and, upon the request of the SBA, shall provide evidence of such coverage and of the payment of premium on said policy no later than five (5) business days after such request.

3. [MyFRS Vendor] shall maintain Crime Insurance with a limit of liability not less than \$1,000,000 annual aggregate, covering loss of SBA property or assets in [MyFRS Vendor]'s care, custody, or control and caused by a dishonest act on the part of an employee of [MyFRS Vendor].

4. **Additional Provisions:**

a) **Additional Insured.** The SBA shall be named as additional insured on all general liability, crime, professional liability and excess/ umbrella insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

b) **Cancellation.** The SBA shall be provided at least twenty (20) days written notice before cancellation or non-renewal of any insurance referred to in this Agreement.

c) **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business with the State of Florida and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the SBA, or the Department of Financial Services, Office of Insurance Regulation, before the contract is accepted or work may begin.

d) **Excess Coverage.** By requiring insurance herein, the SBA does not represent that coverage and limits will be adequate to protect [MyFRS Vendor] and such coverage and limits shall not limit [MyFRS Vendor]'s liability under the indemnities and reimbursements granted to the SBA in this Agreement.

5. **Disclaimer of Consequential Damages.** THE SBA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHICH MAY ARISE FROM THE PERFORMANCE, NONPERFORMANCE, BREACH OF WARRANTY, DEFAULT, OR OTHER BREACH OF THIS AGREEMENT.

ARTICLE 12 – NONDISCRIMINATION

The [MyFRS Vendor] agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical conditions, developmental disability, sexual orientation or national origin.

ARTICLE 13 – SUBCONTRACTOR RESPONSIBILITY AND ASSIGNMENT

1. [MyFRS Vendor] shall not enter into material subcontracts for any of the work or services contemplated under this Agreement unless specifically approved in writing by the SBA prior to the commencement of subcontracted work. Upon request by the SBA, [MyFRS Vendor] shall furnish copies of contracts, information concerning qualifications of prospective subcontractors, and references, prior to the SBA's written approval of the subcontractor.

2. [MyFRS Vendor] shall not be required to obtain the SBA's consent prior to [MyFRS Vendor]'s retention of any immaterial subcontractor or substitute immaterial subcontractor; for purposes of this Agreement, immaterial subcontractors shall include such services utilized by [MyFRS Vendor] such as temporary employment services, fulfillment houses or printers, photocopying suppliers, and other similarly situated vendors of such non-client facing services. Notwithstanding the foregoing, [MyFRS Vendor] shall provide the SBA with a list of both its material and immaterial subcontractors, and with respect to any changes in immaterial subcontractors, shall provide the SBA with email notification of any change prior to the inception of such change. [MyFRS Vendor] shall remain responsible for the performance of any subcontractor.

3. [MyFRS Vendor] shall not assign or delegate its rights or responsibilities,

in whole or in part, and no corporation or entity which acquires substantially all of [MyFRS Vendor]'s business and assets or with which [MyFRS Vendor] merges, consolidates or otherwise combines, may succeed to [MyFRS Vendor]'s rights and responsibilities without the SBA's prior written consent; provided, however, that application of this Section to any owner or acquirer of [MyFRS Vendor] shall be by the prior written approval of the SBA, which approval shall not be unreasonably withheld. Any attempted assignment or delegation by [MyFRS Vendor] without the required written consent shall be void.

4. [MyFRS Vendor] agrees to accept responsibility, without qualification, for the negligent and willful acts of any subcontractors hired by [MyFRS Vendor] to assist in work performed for the SBA.

5. For purposes of the services under this Agreement, the SBA approves:

a) [approved subcontractor] as a subcontractor to [MyFRS Vendor], subject to the executed contract between [MyFRS Vendor] and [approved subcontractor] for [state services]. If the contract is amended, [MyFRS Vendor] shall submit the amended contract to the SBA within 5 business days of execution. [Approved subcontractor], as subcontractor under this Agreement, shall additionally carry at least \$1 million of Errors and Omissions/Professional Liability Insurance coverage on a per occurrence basis. Approval of [approved subcontractor] as a subcontractor by the SBA does not dilute, abridge, or remove any of the duties, rights, obligations, and fiduciary responsibilities of [MyFRS Vendor] and the SBA under this Agreement. If the contract between [approved subcontractor] and [MyFRS Vendor] terminates, the SBA reserves the right to approve any entity or entities that [MyFRS Vendor] selects to replace [approved subcontractor] as

a subcontractor under this Agreement. [MyFRS Vendor] will supply the SBA with written notice of its intention to replace [approved subcontractor] and the name(s) of the intended replacement(s) for [approved subcontractor], at least two (2) weeks in advance of the intended replacement date. Upon request by the SBA, [MyFRS Vendor] shall furnish copies of contracts, information concerning the qualifications of the prospective replacement subcontractor(s), and references to allow the SBA to evaluate the replacement subcontractor(s). Approval of the replacement entity(ies) shall not be unreasonably withheld. The failure of [MyFRS Vendor] to comply with this paragraph will be considered a material breach of this Agreement, and may cause the Agreement to be terminated in accordance with Article 7.

6. See additional subcontracting requirements in Schedule A, Data Security Addendum.

ARTICLE 14 – KEY PERSONNEL

1. [MyFRS Vendor] shall determine which of its personnel shall be assigned to perform the services under this Agreement, and reserves the right to replace or reassign such personnel during the term hereof; provided, however, that [MyFRS Vendor] shall, subject to scheduling and staffing considerations, attempt to honor the SBA's request for specific individuals for performing the services. In addition, following execution of this Agreement, [MyFRS Vendor] shall provide the SBA with written notification of changes in key personnel at least (2) two weeks in advance of any such changes to the extent possible. For purposes of this Agreement, the key personnel shall initially be: [names of key personnel]. The SBA reserves the right to approve any and all designated replacement key personnel. The failure of [MyFRS Vendor] to comply with this

paragraph will be considered a material breach of this Agreement, and may cause the Agreement to be terminated in accordance with Section 7 herein.

2. The SBA reserves the right to disallow any non-key [MyFRS Vendor] personnel from providing services directly to FRS members under this Agreement, provided that such disallowance is based on substantiated allegations of: (a) harassment; (b) tortious or illegal conduct; (c) conduct inconsistent with professional standards applicable to such personnel; (d) alcohol or controlled substance abuse; (e) a violation of any of the provisions of this Agreement; (f) job performance not in compliance with the requirements of this Agreement; or (g) other conduct that the SBA reasonably believes may result in a claim against the SBA. The SBA shall communicate its concerns regarding the performance of non-key [MyFRS Vendor] personnel prior to a written request for disallowance and shall discuss solutions to such problems with [MyFRS Vendor] in good faith. No disallowance shall be in violation of any applicable law.

3. Taken together, the Chief of Defined Contribution Programs, the Director of Educational Services, Office of Defined Contribution Programs, and the Executive Director and CIO of the SBA shall be the Key Personnel for the SBA.

ARTICLE 15 – RIGHT TO AUDIT

1. During the term of and for a period of ten (10) years after the expiration or termination of this Agreement, the SBA shall have the right to have any person or entity designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to this Agreement and/or the subject matter of this Agreement (the “Records”). In the event such right is exercised and upon no less than ten (10) business

days' prior written notice by the SBA, [MyFRS Vendor] agrees to permit reasonable access to its premises and the Records during [MyFRS Vendor]'s normal business hours and subject to such person complying with [MyFRS Vendor]'s security and access policies and procedures. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of and for a period of ten (10) years after the expiration or termination of this Agreement (or for any longer period of time that may be required by any applicable law relating to the retention of Records), [MyFRS Vendor] shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the ten (10)-year access and/or retention periods described herein, then this Section shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA's or the SBA designee's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section may include, without limitation, [MyFRS Vendor]'s compliance with the terms of this Agreement, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.

2. [MyFRS Vendor] shall use reasonable efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Section including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. [MyFRS Vendor] shall respond (including, if relevant and appropriate, with an action plan) within

a reasonable time to any reports, findings and/or assessments provided to [MyFRS Vendor] by the SBA and/or its designees, and [MyFRS Vendor] shall provide a copy of all such responses to the SBA. [MyFRS Vendor] acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.

3. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Article 15. However, in the event, the SBA and/or its designees conclude that [MyFRS Vendor] overcharged the SBA or that [MyFRS Vendor] engaged in or committed (including through acts or omissions) any fraud and/or misrepresentation, then [MyFRS Vendor] shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. [MyFRS Vendor]'s reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of [MyFRS Vendor]'s additional reimbursement obligation hereunder.

4. [MyFRS Vendor], at its own expense, shall promptly notify the SBA of any material irregularities, which [MyFRS Vendor] has reason to believe would materially affect the operation of the Plan. No later than _____, and each year thereafter, [MyFRS Vendor], at its own expense, shall provide the SBA with a SOC-2, Type 2 Certification, reporting on controls of [MyFRS Vendor] relevant to security, availability, processing integrity, confidentiality or privacy, as applicable to the services provided under the terms of this Agreement.

ARTICLE 16 – AMENDMENTS, CHANGES, AND MODIFICATIONS

1. **Amendments.** The parties may amend this Agreement, including the Scope of Services and Service Level Agreement and Fee Exhibits, by mutual agreement, pursuant to a written amendment executed by both parties. If any such changes cause an increase or decrease in the cost of, or the time required, for the performance of the services or other services under this Agreement, an equitable adjustment may be made in the Agreement fees, or the period of performance, or both, and this Agreement shall be modified in writing accordingly. Any claim by [MyFRS Vendor] for adjustment under this Section must be asserted within thirty (30) days from the date of receipt by [MyFRS Vendor] of the notice of such changes from the SBA; provided, however, that the SBA may, if the SBA decides that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Article 17 of this Agreement entitled “Disputes.”

ARTICLE 17 – DISPUTES

1. **Dispute Notification.** If either party to this Agreement is not reasonably satisfied with the performance of the other party hereto, or such other party’s personnel, the dissatisfied party shall bring the issue(s) to the attention of the other party for resolution.

2. Notification must include, but shall not be limited to, a detailed written description of the issue(s) and may require that appropriate action, as determined by the dissatisfied party, be taken. The notified party will respond, in writing, within ten (10) days following receipt of the notification.

3. The response shall state the intended corrective action, with a detailed

explanation. If the party's intended action differs from the dissatisfied party's requested action, the dissatisfied party will work with the other party to develop an appropriate solution.

4. **Dispute Escalation.** Issues will be escalated to [MyFRS Vendor]'s personnel in the order listed below until fully resolved:

a) [Determined by MyFRS Vendor]

5. Issues will be escalated to SBA's personnel in the order listed below until finally resolved:

a) Director of Educational Services, Office of Defined Contribution Programs

b) Director of Policy, Risk Management and Compliance, Office of Defined Contribution Programs

c) Chief of Defined Contribution Programs Officer, Office of Defined Contribution Programs

d) Executive Director & CIO

6. The parties agree that this dispute process shall precede any legal action as specified in Section 22.9.

7. **Force Majeure.** Except for payment obligations hereunder, a party's failure to perform any of its obligations under this Agreement shall be excused if and to the extent such failure arises out of a catastrophic event beyond the reasonable control of the nonperforming party. Such causes may include, but are not restricted to, (i) acts of God or the public enemy, acts of the federal government in either its sovereign or contractual capacity, fires or other loss of facilities, floods, hurricanes, epidemics, quarantine restrictions, strikes, freight embargoes, failure of a common carrier, computer downtime, telephone system outage, delays or failures of access involving the Internet, World Wide Web or similar services including network traffic and configuration problems therewith, or unusually severe weather, labor disputes, and call demand in excess of telephone capacity or operator capacity and similar occurrences; or (ii) the acts

or omissions of the other party, including in the case of [MyFRS Vendor], its reliance upon SBA information, data or instruments provided by the SBA; provided, however, that in every such case the failure to perform must be beyond the reasonable control of the nonperforming party.

ARTICLE 18 – DISASTER PREPAREDNESS AND SECURITY

1. [MyFRS Vendor] warrants that it has and shall maintain written disaster preparedness and recovery plans appropriate to meeting the terms and conditions of this Agreement and any such service level commitments attached to and made a part of this Agreement. The disaster recovery plans include detailed plans and actions ranging from recovery from minor losses or temporary outages to comprehensive disaster recovery planning for catastrophic losses. [MyFRS Vendor] shall deliver the disaster recovery plan to the SBA at the time of signing of this Agreement and annually thereafter. [MyFRS Vendor] shall update and test the operability of the plans at least annually. [MyFRS Vendor]’s service shall include adequate protections, consistent with industry best practices, against unauthorized modification, disclosure or destruction of any material which is a part of this Agreement.

2. [MyFRS Vendor] agrees that it will comply with the requirements thereof and provide the required reporting of any breach to the system and/or FRS specific data to the SBA as outlined in Section 501.171, F.S.

3. The Parties agree to the terms set forth in attached Schedule A, Data Security Addendum.

ARTICLE 19 – APPROVAL OF EDUCATION AND COMMUNICATION

MATERIAL

1. Educational or communications materials prepared by [MyFRS Vendor] pursuant to this Agreement shall be submitted to the SBA for prior approval regardless of whether they are to be communicated to FRS members or FRS employers in written or oral formats. Prior approval shall be required for materials including, but not limited to, reports, seminar materials, handbooks, frequently asked questions and responses, scripts and seminar workshop presenter and planner training materials. Acceptance shall not be unreasonably withheld. Any rejection shall be in writing and shall specifically state the manner in which the materials are unacceptable.

2. The SBA reserves the right to temporarily suspend access to [MyFRS Vendor]'s services and transmission of other educational and communications media for up to ten (10) business days in the event that [MyFRS Vendor] does not materially comply with the terms, conditions and performance standards of this Agreement.

ARTICLE 20 – COMPLIANCE WITH LAWS

1. [MyFRS Vendor] hereby covenants and agrees that at all times during the term of this Agreement, [MyFRS Vendor] shall comply with all applicable laws, rules, regulations, professional standards, or other applicable legal requirements to which [MyFRS Vendor], its Services or any of the activities contemplated by this Agreement are subject.

2. [MyFRS Vendor] shall notify the SBA if [MyFRS Vendor] learns or is made aware that the services provided under this Agreement do not comply with any applicable state or federal laws, rules, regulations or local government ordinance relating to the services, including, but not limited to, the provisions of the U.S. Internal Revenue Code.

3. To the extent that any amendment or change in applicable laws, rules, regulations, or local government ordinances relating to the services would make a change to this Agreement necessary or desirable, [MyFRS Vendor] shall notify the SBA thereof immediately upon becoming aware of such matter. Unless otherwise provided in this Agreement, any changes in the services shall be made upon mutual agreement of the parties, subject to the provisions of Article 16.

ARTICLE 21 – RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractors. None of the provisions in this Agreement shall be construed to create a partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue either of this Agreement or actions taken pursuant to this Agreement. No employee or representative of [MyFRS Vendor] will hold himself or herself out as, nor claim to be, an officer or employee of the State of Florida or the SBA by reason of this Agreement, nor will he or she make any claim of right, privilege or benefit which would accrue to an employee of the SBA under Florida law.

ARTICLE 22 – GENERAL PROVISIONS

1. **Transparency in Contracting**. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. [My FRS Vendor] hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.

2. **No Waiver.** A party's failure at any time to enforce any of the provisions or obligations of this Agreement or any right with respect thereto shall not be construed to be a waiver of such provision, right or obligation, or of any future obligation, nor will it affect the validity of this Agreement. The exercise or non-exercise by a party of any right under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or other rights under this Agreement.

3. **Severability.** If one or more provisions of this Agreement or the application of any such provisions to any set of circumstances shall be determined to be invalid or ineffective for any reason, such provisions shall be modified, deleted or interpreted in such a manner so as to afford the party for whose benefit they were intended the fullest benefit commensurate with making this Agreement as modified, enforceable. Additionally, such determination shall not affect the validity and enforceability of the remaining provisions or the application of the same provisions or any of the remaining provisions to other circumstances.

4. **Entire Agreement.** This Agreement and any and all exhibits, schedules annexes, written amendments, addenda, and any and all enclosures attached hereto, which are incorporated into the Agreement by this reference, constitute and embody the entire and sole agreement and understanding of the parties with respect to the subject matter hereof, and merge and supersede any and all prior or contemporaneous agreements or understandings with respect to the subject matter hereof, and, unless otherwise provided herein, cannot be altered, amended, supplemented, or abridged or any provisions waived except by written agreement of the parties as herein provided.

5. **Conflict of Interests.** [MyFRS Vendor] shall not directly or indirectly receive any benefit from recommendations made to the SBA and shall disclose to the SBA any person, investment or economic interest of [MyFRS Vendor] that may be enhanced by the recommendations made to the SBA. [MyFRS Vendor] acknowledges that the SBA is subject to the provisions of Chapter 112, Part III, Florida Statutes, “Code of Ethics for Public Officers and Employees”, and all rules adopted thereunder, and [MyFRS Vendor] agrees to promptly comply with all requirements that may be applicable to it thereunder.

6. **SBA Policies.** [MyFRS Vendor] acknowledges and agrees that it has received the SBA Communications and External Affairs Policy (#10-004), as may be amended from time to time, and which (together with any future amendments thereto) is incorporated into this Agreement by this reference. Consistent with SBA’s Equal Employment Opportunity (EEO) Policy, [MyFRS Vendor] shall not discriminate in its employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, and [MyFRS Vendor] shall make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship, safety and/or health risk in accordance with the Americans with Disabilities Act. [MyFRS Vendor] shall use the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of [MyFRS Vendor]’s employees and subcontractors.

7. **Fraud Hotline.** The SBA maintains a fraud hotline at (800) 547-9180 to encourage individuals to report suspected SBA-related fraud, theft, or financial misconduct on an anonymous basis. The hotline is operated 24 hours a day, 7 days a

week, by an independent company and tips are anonymously referred to the Inspector General of the SBA. Within 30 days following the effective date of this Agreement, [MyFRS Vendor] agrees to communicate this hotline information to those of its employees that are responsible for providing Services under this Agreement. [MyFRS Vendor] also agrees to re-communicate this hotline information to those employees providing services under this Agreement upon the written request of the SBA.

8. **Service of Process.** [MyFRS Vendor] shall designate a registered agent for service of process in all matters concerning this Agreement. If no other agent is designated, [MyFRS Vendor] shall designate the Secretary of State of the State of Florida as registered agent for service of process.

9. **No Third Party Beneficiaries.** The terms of this Agreement shall inure only to the benefit of the parties and their permitted successors and assigns. No other person or entity shall have any rights under this Agreement.

10. **Governing Law/Jurisdiction.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida, without regard to the conflict of law provisions. Any proceedings to resolve disputes regarding or arising out of this Agreement shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Florida law.

11. **Survival of Obligations.** The parties' respective obligations under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, those contained in Articles "3 -

Compensation,” “4 - Intellectual and Other Property Rights”, “7 - Term and Termination,” “9 - Confidential Information,” “11 - Indemnification,” “15 – Right to Audit,” and “17 - Disputes” shall survive the termination or expiration of this Agreement. Further, sections enumerated in Article 7 shall also survive the termination or expiration of this Agreement.

12. **Termination for Insolvency.** Notwithstanding anything herein to the contrary, either party may terminate this Agreement immediately if the other party files a petition in bankruptcy or proceedings in bankruptcy are instituted against it and not dismissed within ninety (90) days, or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or reorganization act, or a receiver is appointed for such party’s assets and is not dismissed within ninety (90) days or, if such party shall make an assignment for the benefit of creditors.

13. **Headings and Captions.** All headings and captions contained in this Agreement are for convenience of reference only and shall not affect in any way the interpretation or meaning of this Agreement.

14. **Pronouns.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, and when each party has executed at least one counterpart, this Agreement shall be deemed to be one and the same document.

16. **Incorporation of Amendments to Applicable Laws.** Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

ARTICLE 23 –NOTICES

All notices, requests, instructions, or other communications hereunder shall be in writing and shall be deemed to have been properly given and effective, if addressed or sent to the other party at the address or number indicated below (or such other address or number provided in writing by the party), (i) on the date of actual receipt if provided by hand delivery, certified or registered mail (return receipt requested), United States Express Mail, or courier service (e.g. Federal Express or UPS) or (ii) on the date sent, if provided by facsimile transmission confirmed afterwards as soon as reasonably possible by telephone call, first-class mail, or by any method specified in (i), above, and there exists tangible evidence of the facsimile transmission such as a transmission or confirmation report produced by the transmitting machine.

If to the SBA:

If mailed:

State Board of Administration
Post Office Box 13300
Tallahassee, Florida 32317-3300
Attention: Chief of Defined Contribution Programs

If delivered by hand or express mail/courier service:

State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308
Attention: Chief of Defined Contribution Programs, Office of Defined
Contribution Programs
Telephone: (850) 488-4406
Facsimile: (850) 413-1489

With a copy to:

General Counsel's Office
State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308

If to [MyFRS Vendor]:

If mailed:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized on the day and year first above written.

**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

[MYFRS VENDOR]

Ashbell C. Williams
Executive Director & CIO
Date: _____

Name: _____
Title: _____
Date: _____

Approved as to legality:

Assistant General Counsel

**EXHIBIT 1
SCOPE OF SERVICES**

Section 1. Organizational Structure

The following sections list the services that will be provided by [MyFRS Vendor] to the State Board of Administration (SBA).

1.1 [MyFRS Vendor] Structure and Organization

<i>Resources Required [list names and titles of individuals serving this contract]</i>	<i>Activities [name each individual's responsibilities]</i>

[add additional rows as needed]

[MyFRS Vendor] will notify SBA if any of these key resources leave the company within two weeks of their scheduled departure, if possible.

1.2 MyFRS.com Partners

The partners responsible for providing services for the MyFRS.com portal include:

Entity	Role
<i>[MyFRS Vendor]</i>	Provides overall program management, design of the MyFRS.com site (look and feel, content, flow), and the back end integration work and program management. Creates site content and consistency with all other communications/outreach efforts.
<i>[MyFRS Vendor Subcontractor (if applicable)]</i>	(detail duties)
<i>Division of Retirement</i>	Provides an extensive database of employer and employee demographic and related benefit information through direct feeds and direct access to their website (www.frs.myflorida.com).
<i>GuidedChoice</i>	Provides the online “Advisor Service” tool. The “Advisor Tool,” helps participants manage their retirement objectives.

<i>Alight Solutions</i>	Provides administrative services for plan choice enrollment for the FRS. Provides call center support for enrollment and Investment Plan account activities. Provides the recordkeeping and online data access for employees in the Investment Plan, which includes an interactive voice response (IVR) system functionality, and online access to the Investment Plan members' accounts to allow trading and rebalance functionality. Also provides the online "Choice Service" tool. The "Choice Service" tool calculates retirement benefits under both retirement plans and identifies the suitability for individuals to choose defined benefit, defined contribution, or a hybrid of the two Florida pension options.
<i>Alight Communications</i>	Provides education and retirement print materials, and the online ChooseMyFRSplan.com retirement plan tool.
<i>EY</i>	Provides choice education and retirement planning counseling through a call center environment. Conducts a variety of educational workshops available through online enrollment.
<i>BNY Mellon</i>	Provides custodian services to the SBA.
<i>MetLife</i>	Provides annuity options to retiring participants including a quoting facility.

Section 2. [MyFRS Vendor] Services

2.1 [MyFRS Vendor] will manage all integration components of the MyFRS.com solution.

2.2 [MyFRS Vendor] will be responsible for the day-to-day operations, systems maintenance and support.

2.3 [MyFRS Vendor]'s project manager will assist in coordinating other [MyFRS Vendor] team members and/or other third party resources required to support the solution. The primary activities of this individual are:

- Receive and record requests made by the SBA and partners.
- Assign/satisfy the request.
- Monitor/report on request status.
- Record conclusion of request and solicit request conclusion feedback.

2.4 Other resources will be provided by [MyFRS Vendor] and/or contracted to provide the services outlined in this Scope of Services.

Section 3. Service Specification – [MyFRS Vendor] (SA) will be responsible for providing two types of services; **Technology Support Services (TS)** and **Project Enhancement Request Services (PERS)**. These two service types will be monitored and measured as set out in Exhibit 2 attached hereto and made a part of this agreement.

3.1 Technology Support Services (TS)

The TS services will include the management of all system components of the MyFRS.com solution and can be broken out into the following components:

A. *System Management Services* include infrastructure and operations support, systems administration, security, performance monitoring, technical diagnostics and troubleshooting, configuration management, system repair management, and generation of management reports. To track these services, an automated event management system that notifies [MyFRS Vendor] of impending and actual failures, capacity issues, traffic issues, and other system and network events will be put in place. Components that must be monitored include:

1. Network Devices (IOS Configuration & Maintenance)

a) Local Area Network (LAN)

- Barracuda Firewall Load Balancers (2)
- Cisco Firewalls (4)
- Cisco Routers / Switches (4)

b) Wide Area Network (WAN)

- Internet connectivity provided by hosting facility (QTS), which maintains fully redundant Internet connections.

c) Systems

- Prod - Cisco UCS Chassis (2 Blades)
- DR – Dell 2950 (4)
- Database Cluster Servers (3)
- Left Hand SANs (4)

d) Maintenance

- Infrastructure maintenance schedule
- Application maintenance schedule
- Security audit schedule

e) Security

- Audit of logs
- Apply security patches to operating systems and network devices
- Intrusion detection system (to be added in FY 2016/2017 subject to options and cost)

[MyFRS Vendor] will supervise quarterly testing of the site for security vulnerabilities to provide up to date validation of risk levels and necessary mitigation steps.

B. *Application Services* include services, processes, and methodologies for maintaining and managing both custom and packaged software applications.

[MyFRS Vendor] will also establish procedures that will determine software

applications and release levels that may be installed on MyFRS. Applications management would typically include corrective and preventive maintenance, installation of upgrades, and performance analysis. The following applications will be supported by [MyFRS Vendor]:

1. MyFRS.com
2. Interfaces to third-party applications through the MyFRS.com website.

The PM serves as the point of contact for application management issues related to the MyFRS application. End users (FRS Participants) will contact the helpdesk managed by EY or Aon Hewitt. If the help desk representative determines that the user's problem is a result of a problem with the MyFRS.com application, the helpdesk representative will follow the agreed problem resolution procedures.

The PM will serve as point of escalation for all application support issues.

Application components include:

1. Web Servers
2. File transfer services
3. Database Services

C. *Help Desk and Problem Resolution Services* are intended to provide centralized information and support management service to handle SBA internal queries and reports related to problems with MyFRS.com. Services include hardware and software support, logging of problems, dispatch of service technicians or parts, and other IT-related issues. Issues will be logged, tracked and reported via an automated tracking mechanism. Problem resolution services also include:

- Triage/Workflow documentation
- Support contacts management
- Helpdesk Management

D. Backup and Recovery Services are assigned to [MyFRS Vendor]. The SBA will remain owner of the infrastructure. However, the SBA assigns responsibility for a backup-processing methodology to [MyFRS Vendor].

[MyFRS Vendor] will draft and maintain a disaster recovery plan and will perform the necessary backups and off-site storage in preparation for such an event, along with maintaining procedures for redundancy of critical system and network components with automatic switching in the event of failure. The Disaster Recovery site is utilized in time of crisis or primary site failure. To ensure that all member data is current between the two facilities, MyFRS.com utilizes Oracle log shipping to provide real-time data synchronization. The Disaster Recovery location also houses the QA/Testing equipment, allowing all partner vendors the ability to test without impacting the production site.

Backup and recovery services will include:

1. Automated Backup Schedule
 - Monthly full backup
 - Weekly full backups
 - Daily incremental backup
 - Archive Monthly full backups offsite for one (1) year
 - Archive Weekly full backups offsite for six (6) months
 - Protect daily differential backups for two (2) months

- Perform offsite rotation of weekly backup sets

2. Disaster Recovery

- Update disaster recovery plan
- Quarterly testing of disaster recovery components
- Annually, complete a full disaster recovery test and provide a report of the test results to the SBA.

E. *Asset Management Support Services* include inventory, tracking, and ongoing management of all MyFRS.com components to ensure continuous and accurate reporting of financial, physical, and asset information. [MyFRS Vendor] will implement necessary processes to protect data from theft, corruption, or destruction. This includes firewalls, denial of service detection, user identification, and authorization levels. [MyFRS Vendor] will also monitor and coordinate maintenance contracts for hardware and software components, as well as assist the SBA with the selection of low-risk, high-quality vendors and supplies that offer services, servers, peripherals, and other network devices. Asset management will include:

- Licensing
- Inventory
- Procurement recommendations

F. *Hardware Management Services* includes the ability of MyFRS components to transmit information to [MyFRS Vendor] for hardware-based, abnormal performance conditions and failures. [MyFRS Vendor] will also protect

hardware from theft or damage, including property tags, locks, and maintaining limited or guarded points of egress.

G. Upgrade Services will be provided by [MyFRS Vendor] for MyFRS components with minimal disruption, accomplished by standardization and implementation of automated productivity tools, complemented by policies designed to complete upgrades when the fewest users are on the MyFRS systems.

H. Site Content Management Services will be completed expeditiously, subject to an established schedule by [MyFRS Vendor] or SBA designated person.

I. Site Design Management Services will be provided by [MyFRS Vendor] for MyFRS in conjunction with the Site Content Management Services. [MyFRS Vendor] will be responsible for formatting all content updates in accordance with current site design. The SBA will also look to [MyFRS Vendor] to be knowledgeable with current website design best practices and to offer suggestions on the best approach to implement new content as well as ways to enhance the member experience.

In addition, [MyFRS Vendor] will perform as part of the included fee schedule, an annual site usability study/review to ensure site/content adherence to approved design standards and to recommend the implementation of the latest appropriate web/visual design practices.

J. User ID/PIN Maintenance will be completed by [MyFRS Vendor] or a designated process subject to an established schedule and a prescribed format.

K. *Change Management* – The PM will be the primary contact for all change management activities regarding the site technology and content updates. The PM will serve as point of contact for all maintenance or solution modifications or enhancements directed by the SBA. Change management may include, but is not limited to:

1. Lifecycle Development Management
4. Code revision control
5. Separate development, quality assurance, and production environments
6. Deployment methodology
2. Solution Documentation
 - Infrastructure documentation
 - Application documentation
 - Security documentation
 - Workflow documentation
 - Knowledge management

Semi-annually, the PM will ensure the written record of all daily/weekly/monthly work tasks is updated and accurately reflects current processes.

3.2 Project Enhancement Request Services (PERS)

The PERS services will include all enhancements to the MyFRS.com solution that are outside of the normal system or applications maintenance services outlined in 3.1

above. PERS will include developed and approved project plans with deliverables.

Examples of PERS include functional enhancements to the application and hardware and software replacements.

EXHIBIT 2 SERVICE LEVEL AGREEMENT

1. Service Level Agreement Overview

This Service Level Agreement (SLA) lists the service items to be provided by [MyFRS Vendor] to the State Board of Administration (SBA) to which there are measureable service targets. The service targets represent a match between the level of service desired by SBA for the ongoing care and maintenance of the MyFRS.com website and related information technology needs as requested and the level of service that can actually be provided by [MyFRS Vendor]. Any ongoing changes to service targets shall be made by mutual agreement between the SBA and [MyFRS Vendor].

2. Objectives

The full utilization of an SLA to document service levels is a key component to providing a continuous improvement approach to services. SLA targets will be monitored on a regular basis so that an objective measure of quality of service can be demonstrated to the SBA. As [MyFRS Vendor] engages in continuous improvement activities, the service targets may be raised which objectively demonstrates improved quality to SBA. On the other hand, any SLA targets that are not met will be a cause for investigation. This provides a trigger for evaluating and identifying any problems that potentially cause service levels to diminish.

In order to build an effective continuous improvement mechanism, service targets will be established to measure the attribute of the service that is important to SBA.

3. Policies

- a) Only service items that can be readily measured should be included in this document.
- b) The total list of services is provided in Exhibit 1 or as otherwise identified throughout this agreement.
- c) Only requests that are submitted through [MyFRS Vendor]'s Project Manager will be measured and reported against SLA service targets.
- d) SBA will provide [MyFRS Vendor] with direct and timely access to necessary SBA personnel so that issues can be resolved and services can be provided in a timely manner. The SBA understands that if it does not provide necessary access to personnel, service levels may be impacted. See Section 5 (SBA Responsibilities) for more details regarding the SBA responsibilities.
- e) Two types of services will be provided; Technology Support (TS) and Project Enhancement Request Services (PERS). These two service types will be monitored, measured and paid differently. The TS will be measured against pre-defined service levels and the PERS will be measured against developed and approved project plans with payments based on deliverables.
- f) If [MyFRS Vendor] fails to deliver the defined service levels, penalties may be assessed.
- g) Service targets are defined as "non-goaled" for service items that will be tracked but not reported in standard service level reports because the administration involved would not justify the benefits (e.g., meetings with

SBA will be held on a regular basis). Nevertheless, the targets shown will be used as guidelines that will be followed to the best ability of [MyFRS Vendor].

4. Service Levels

This SLA gives the day-to-day system management responsibility for the MyFRS.com information systems infrastructure to [MyFRS Vendor] on behalf of the SBA. In addition to system management services, the SBA may authorize [MyFRS Vendor] to provide value added services to the applications that support MyFRS.com. Refer to the Section 3.2 in Exhibit 1 for details concerning project enhancement requests.

4.1 Overview

The following sections list the associated service targets and the quality measurements that will be provided by [MyFRS Vendor]. Availability of services, feedback tables, and escalation tables are also provided as a framework for the provision of services.

4.2 Project Manager Availability

All PM services will be available during normal daytime operations. During nighttime, weekend, or holiday operations (off-hour operations), staff may be required, as requested by the SBA.

Services will be available according to the following schedule:

SERVICE ITEM	Normal Availability	Off-hour Availability
Project Manager (PM)	Monday - Friday 7:00 AM - 5:00 PM ET	On-call support will be available outside of these hours on 7-day/24-hour basis.

The PM will be required to carry a cell phone at all times and serve as the point of contact for all critical support requests set out in Sections 4.2, 4.3, 4.4, and 4.5. The PM will have responsibility for the day-to-day communication with the SBA and partners and respond to requests as set out in this Exhibit 2. Every request for service will be tracked and monitored through completion by the PM.

4.3 Operational Support

The following table defines the availability of the applications.

The quality measures will be achieved provided the SBA-owned infrastructure and contracts provide a means for [MyFRS Vendor] to readily respond to service item issues that are not within [MyFRS Vendor]'s control (e.g., a hardware failure results in downtime and a replacement component is not available within the terms of the hardware vendor's contract which would allow [MyFRS Vendor] to satisfy the SLA or the network bandwidth is not sufficient to process major inquiries and up-scaling the network is not an option due to SBA budgeting limitations).

SERVICE ITEM	SERVICE TARGET	QUALITY MEASUREMENT
Application Availability - MyFRS.com	The MyFRS.com website will be available 24 hours a day, seven days a week.	The service level will be met as described in 4.4
Project Manager Availability	Application support will be available from 7:00 AM to 5:00 PM ET on standard workdays. On-call support will be available outside of these hours on 7-day/24-hour basis.	The service level will be met as described in 4.5
Report Generation and Analysis	All designated reports will be available for online viewing (where applicable, such as Google Analytics) and analysis by SBA staff.	The service level will be met as described in Section 4.6

	[MyFRS Vendor] will also provide to the SBA a comprehensive MyFRS.com monthly report on the 15 th of each month or the first business day thereafter.	
Content and System Check Updates	Updates will be completed within the designated timeframe.	The service level will be met as described in Section 4.7
Disaster Recovery Support	The disaster recovery plan will be reviewed and confirmed on an annual basis.	A report will be delivered to the SBA on an annual basis to confirm that the recovery plan was reviewed and will make recommendations as to what additional steps should be taken if necessary. See 3.1 D of Exhibit 1.

4.4 Application Availability - MyFRS.com

1. The MyFRS.com web site will be available 99.5% or more of the time during a calendar quarter (excluding scheduled maintenance periods approved by the SBA). Availability will be measured every 5 minutes, using scripts written by [MyFRS Vendor]. For each measurement, a response consists of a complete landing page, including any content or images available on pages not directly supported by other vendors' applications or databases.
2. Measurement of each 5-minute interval will be conducted as follows:
[MyFRS Vendor] will measure the availability of MyFRS.com services at an initial time in a given interval. If the service is available within the initial time in that interval, no further measurements will be performed in that interval. If, however, the service is unavailable the initial time or takes

more than 60 seconds to respond, [MyFRS Vendor] will measure the service a second time in the 5-minute interval. If the service again fails to respond or takes more than 60 seconds to respond, then MyFRS.com Services are considered unavailable for that interval. To illustrate 99.5% availability, in a calendar quarter the service can be unavailable for up to 131 (.5% "failures") of the 5-minute increments. The availability measurement will not be performed during scheduled maintenance periods.

3. If the number of failed 5-minute increments in a calendar quarter exceeds 131, [MyFRS Vendor] shall reduce its next invoice by \$_____ for each failure day calculated ($\$ \frac{\text{_____}}{30}$ monthly fixed fee divided by 30 days). The penalty is to be calculated as follows:

- a. Normal Business Hours - During normal business hours (8:00 a.m. ET to 8:00 p.m. ET), the penalty for the total number of "excess" 5-minute incremental failures (i.e., the number over 131), will be calculated using a penalty factor of 6, as follows:

Number of "excess" 5-minute increments is multiplied by 5 minutes to determine total number of minutes. The total number of minutes is then divided by 60 to determine the total number of hours. The total number of hours is then multiplied by a penalty factor of 6 to determine the total number of penalty hours. The total number of penalty hours will be divided by 24 hours to determine the total number of failure days to be credited.

For example, 287 5-minute incremental failures during normal business hours in a quarter will result in 3.25 days of failed service, calculated as follows:

$$(287 - 131) \times 5 \text{ minutes} = 780 \text{ minutes}$$

$$780 \div 60 \text{ minutes} = 13 \text{ hours}$$

$$13 \times 6 = 78 \text{ hours}$$

$$78 \div 24 = 3.25 \text{ days}$$

$$3.25 \times \$[\text{daily fixed fee}] = \$ \underline{\hspace{2cm}}$$

The next invoice will be reduced by \$.

- b. Non-Business Hours - Outside of normal business hours (8:01 p.m. ET to 7:59 a.m. ET), the penalty for the total number of "excess" 5-minute incremental failures (i.e., the number over 131), will be calculated using a penalty factor of 2, as follows:

Number of "excess" 5-minute increments is multiplied by 5 minutes to determine total number of minutes. The total number of minutes is then divided by 60 to determine the total number of hours. The total number of hours is then multiplied by a penalty factor of 2 to determine the total number of penalty hours. The total number of penalty hours will be divided by 24 hours to determine the total number of failure days to be credited.

For example, 287 5-minute incremental failures during non-business hours in a quarter will result in 1.08 days of failed service, calculated as follows:

$$(287 - 131) \times 5 \text{ minutes} = 780 \text{ minutes}$$

$$780 \div 60 \text{ minutes} = 13 \text{ hours}$$

$$13 \times 2 = 26 \text{ hours}$$

$$26 \div 24 = 1.08 \text{ days}$$

$$1.08 \times \$[\text{daily fixed fee}] = \$\underline{\hspace{2cm}}$$

The next invoice will be reduced by \$.

4. For each measurement, a response consists of a complete landing page, including any content or images available on pages not directly supported by other vendors' applications or databases. The measurement periods will exclude reasonable, scheduled maintenance periods. Response time will mean the time measured in seconds between the client service request made by the scripts and the successful receipt by the scripts of the complete corresponding response by the MyFRS.com Web Site server(s), minus any delay associated with retrieval of data from any other party, such as the Other FRS Service Providers. Any failure to respond that is due to any factor(s) beyond [MyFRS Vendor]'s control will not be deemed to be a failure of any of the measurements described herein.

4.5 Project Manager Availability

1. The PM will be available 99% of the time to provide Application support from 7:00 AM to 5:00 PM ET on standard workdays. On-call support will be available outside of these hours on 7-day/24-hour basis.
2. On a monthly basis, [MyFRS Vendor] will be allowed one (1) occurrence to not be met as described in section 4.9.

3. For each occurrence that is not met within the timeframes allotted as per section 4.9, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

4.6 Report Generation and Analysis

1. [MyFRS Vendor] will provide to the SBA a comprehensive MyFRS.com monthly report on the 15th of each month or the first business day thereafter.
2. On a yearly basis, [MyFRS Vendor] will be allowed one (1) occurrence to not be met.
3. For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

4.7 Content and System Check Updates

[MyFRS Vendor] will provide the following Content and System Check Updates to the SBA:

1. Daily Net Asset Value (NAV) – PM to update value on every business day, no later than by 12 PM ET (noon). On a monthly basis, [MyFRS Vendor] will be allowed one (1) occurrence of this SLA to not be met. For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.
2. Daily System Check – PM to check whether base MyFRS.com functions (including Login, Advisor Service, 2nd Choice Service, Manage Pension, and Manage Investment are operational on every business day, no later than by 12 PM ET (noon). On a monthly basis, [MyFRS Vendor]

will be allowed one (1) occurrence to not be met. For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

3. Quarterly Fund Profile Updates – PM to update fund profiles on a quarterly basis, no later than 2 business days after receipt. On a yearly basis, [MyFRS Vendor] will be allowed one (1) occurrence to not be met. For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

4. Biweekly Reminder Letters – PM to email the First Reminder letter data file to applicable parties, no later than by 12 PM ET (noon) on the 2nd business day of each month, and the Second Reminder letter, no later than by 12 PM ET (noon) on the 22nd day of each month (if the 22nd falls on a weekend, the data file will be emailed on the preceding Friday). On a yearly basis, [MyFRS Vendor] will be allowed one (1) occurrence to not be met. For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

5. Monthly Email Reminder Letters – PM to email the monthly email reminder letter data file to applicable parties, no later than by 12 PM ET (noon) on the 23rd calendar day of each month (if the 23rd falls on a weekend, the data file will be emailed on the next Monday). On a yearly basis, [MyFRS Vendor] will be allowed one (1) occurrence to not be met. For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

6. Quarterly Vulnerability Scan – A vulnerability scan of MyFRS.com shall be conducted on a quarterly basis, no later than the last calendar day of each quarter, and the results provided to the SBA no later than by 12 PM ET (noon) on the 10th calendar day following quarter end (if the 10th falls on a weekend, the results will be provided on the next Monday). For each occurrence that is not met, a penalty equal to a \$1,000 credit per occurrence will be applied on the next invoice.

4.8 Application Support

The table in 4.9 classifies the service items, defines the service target for each classification and identifies the measurement process.

- a. [MyFRS Vendor] will respond to a request for support within the appropriate response time set out in the priority code table below.
[MyFRS Vendor] will assign an interim priority code upon receipt of a service request. [MyFRS Vendor] will review the service request with the SBA, and after input from [MyFRS Vendor], the SBA and [MyFRS Vendor] will mutually agree to the final priority. [MyFRS Vendor] will be responsible for taking the required corrective action. [MyFRS Vendor] may elect to use subcontractor personnel to perform any portion of the required work, subject to SBA approval of the contract with the subcontractor.
- b. The quality measures will be achieved, provided the SBA-owned infrastructure and contracts provide a means for [MyFRS Vendor] to readily respond to service item issues that are not within [MyFRS

Vendor]'s control (e.g., a hardware failure results in downtime and a replacement component is not available within the terms of the hardware vendor's contract which would allow [MyFRS Vendor] to satisfy the SLA or the network bandwidth is not sufficient to process major inquiries and up scaling the network is not an option due to SBA budgeting limitations).

c. There are three classes of Priority Code:

- Priority Code 1 – Inability to use production applications is causing a critical business impact. There is no suitable workaround procedure.
- Priority Code 2 – Production applications are usable, but use is severely restricted causing a significant business impact. A suitable workaround procedure can be temporarily used while the problem is resolved.
- Priority Code 3 – Production applications are usable, but features not critical to operations are unavailable or not working properly. The problem is not causing a material impact to the business.

4.9 Performance Standards and Incentive Compensation

In connection with the specific program elements for which SBA will be responsible, the parties agree to the following service quality financial incentives, except to the extent that failures are caused by factors beyond SBA's control, such as Acts of God or other force majeure events, and without such party's fault or negligence. The monetary penalties stated in this section are the SBA's sole and exclusive monetary

remedies for the service deficiencies set forth in, but do not affect any other rights under this Agreement; provided, however, that any monetary penalties which are paid to SBA shall be set off against any damages recovered or recoverable hereunder, regardless of the nature of the claim or remedy. [MyFRS Vendor] and the SBA shall mutually agree on the form and content of any evaluations given under this section.

SERVICE ITEM	SERVICE TARGET	QUALITY MEASUREMENT
Priority Code 1 (Critical Problems Without Workaround)	<p>[MyFRS Vendor] will respond within four (4) hours of problem being reported and provide a work plan for issue mitigation if the problem cannot be fixed within four (4) hours.</p> <p>Service requests may be placed with [MyFRS Vendor] by cell phone, but must be confirmed via email to: support@myfrs.com within one (1) hour of initial request.</p>	The service level will be met 99% of the time. The issues will be included in the monthly status report. See section 4.13.
Priority Code 2 (Critical Problems with Workaround)	<p>[MyFRS Vendor] will respond within eight (8) hours of problem being reported. A workaround will be implemented by [MyFRS Vendor] or the SBA within eight (8) hours.</p> <p>Service requests may be placed with [MyFRS Vendor] by cell phone, but must be confirmed via email to: support@myfrs.com within one (1) hour of initial request.</p>	The service level will be met 99% of the time.
Priority Code 3 (Non-Critical Problems)	<p>[MyFRS Vendor] will respond within three (3) business days after problem is reported.</p> <p>Service requests must be submitted via email to: support@myfrs.com.</p>	The service level will be met 95% of the time.

User ID/PIN Maintenance	<p>SA will maintain current and accurate databases (FRS_User table and Account table) of employee and employer user ID's and passwords as outlined in this SLA. They will update user databases within three (3) business days of request by the SBA (through submission of properly formatted file). [MyFRS Vendor] relies on the DOR for employee data integrity and can only maintain the data that is provided from DOR.</p> <p>If additional data maintenance is required, then it will be considered a PERS.</p> <p>(See Section 3.2 in Exhibit 1)</p>	The three-day service level will be met 95% of the time. Best efforts will be made to meet this service level 99% of the time.
Backup/Restore/Archive Management	<p>The application and data backup, restore and archiving will occur every day in accordance with approved backup and recovery procedures.</p> <p>When required, restoration of application or data from a backup will be completed prior to the next business day's activities.</p>	The service level will be met 99% of the time.
Security Management	Systems access will be monitored and audited on a regular basis in accordance with approved SBA security procedures, and Article 18, paragraph 2, and Exhibit 5, of this Agreement, with no security breaches permitted.	This service level will be met 100% of the time. For each security breach that occurs, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice. Security breaches will be reported in the monthly status report. See section 4.12

Security Audits	Cooperate with independent firm to perform security audits.	Timely response to inquiries from the firm during the audit. Upon receipt of audit findings from independent firm, timely respond to audit recommendations and provide appropriate resolution. Report shall have no more than one adverse audit finding.
Application availability-MyFRS.com	The MyFRS.com website will be available 24 hours a day, seven days a week.	The service level will be met as described in Section 4.5.

4.10 Feedback Table

1. Feedback is the communication of status to the SBA and partners who initiated a service request (and others as appropriate).
2. The SBA and partners may report problems during off-hour periods (weekends, evenings, or holidays). The error resolution services include calls to [MyFRS Vendor]'s cell phone that enables the SBA and partners to report problems that may arise during execution of the applications outside regular office hours. [MyFRS Vendor] personnel may initiate actions to correct problems by phone, or, if unsuccessful by phone, on-site.
3. The priority code determines the response and feedback time requirements. The SBA and partners should endeavor not to contact [MyFRS Vendor] during off-hour periods for priority code 3 problem reports.
4. The SBA and the other partner organizations reporting the problem will receive feedback according to the following table (note: initial feedback will be provided

from the time the request is made). Every effort will be made to respond immediately, but the times listed below are the longest amount of time that should be allowed for a response.

SERVICE ITEM	NORMAL FEEDBACK		OFF-HOUR FEEDBACK	
	Initial	Periodic	Initial	Periodic
Priority Code 1	30 minutes via email or phone call	Every 2 hours via phone call	1 hour via email or phone call	Every 2 hours via phone call
Priority Code 2	1 hour via email or phone call	Every 4 hours via email	2 hours via email or phone call	Every 8 hours via email
Priority Code 3	2 hours via email or phone call	Every 2 days via email	N/A	N/A

5. [MyFRS Vendor] will be responsible for notifying the SBA and all impacted partners when a service request has been initiated. Problem response reports will be e-mailed to a pre-defined e-mail distribution list.

4.11 Functional Support

SERVICE ITEM	SERVICE TARGET	QUALITY MEASUREMENT
Project Enhancement Requests	Enhancements will be analyzed as they are requested. All enhancements will be treated as PERS and may require additional funding.	Non-goaled (service items that will be tracked but not reported)
Technology Planning	Meetings with SBA will be conducted to ensure that the SBA technical infrastructure stays in accordance with industry best practices.	Non-goaled (service items that will be tracked but not reported)
Capacity Planning	Meetings with SBA will be conducted on a regular basis to identify the systems hardware and software requirements in response to the changing business environment.	Non-goaled (service items that will be tracked but not reported)
Budgeting	PM will assist SBA in preparing the SBA required budget.	Non-goaled (service items that will be tracked but not reported)

4.12 Service Reporting

SERVICE ITEM	SERVICE DESCRIPTION
Status Reports	The PM will provide monthly statistics compared against this SLA. Performance levels and variances will be recorded and reported to SBA. Remedial actions required to align the service performance to the expected level will be documented in the MyFRS.com monthly report. The SBA will identify issues as appropriate. The status report is due to the SBA as indicated in section 4.6.
Improvement Action Plan	Service deficiencies will be identified proactively on an on-going basis. Improvement action plans will be created and reviewed with SBA to resolve the deficiencies.
Service Review Meetings	Service review meetings will be conducted with the SBA on a quarterly basis to evaluate the service delivery process and feedback solicited for continuous improvement

Section 5. SBA Responsibilities

5.1 The purpose of this section is to identify the key responsibilities of SBA specific to the SLA. The fulfillment of these responsibilities according to the guidelines shown are necessary in order for [MyFRS Vendor] to provide the service levels documented in the previous sections.

5.2 SBA will be responsible for informing [MyFRS Vendor] if [MyFRS Vendor] has designated a request as complete, but the request has not been completed to the SBA's satisfaction.

5.3 SBA will also be responsible for upgrades and general maintenance of the technical infrastructure procurement activities as requested by [MyFRS Vendor]. Software and hardware agreements will remain with the SBA and will be administered and monitored by [MyFRS Vendor]. [MyFRS Vendor] will review procurement requests with SBA for SBA approval.

5.4 In the event a procurement request is not approved and the request is directly related to satisfying a service level, the effected service levels may be adjusted and appropriate amendments to this SLA will be negotiated.

Section 6. Monthly Work Effort Estimate

6.1 [MyFRS Vendor] has estimated the activities involved in managing the MyFRS.com web site from a technical, security, hardware and content standpoint. Many activities outlined in this SLA must be accomplished on a frequent basis, acted upon by a variety of professionals with an array of knowledge and experience.

6.2 [MyFRS Vendor] will charge a fixed monthly fee for Systems Management and Application Management tasks. The activities contemplated under this agreement are outlined in the attached Exhibit 3.

6.3 For Priority Codes 1 and 2, any difference between the actual response times of [MyFRS Vendor] to properly submitted service requests and the stated response times outlined in this SLA will result in a credit to the SBA in the amount equal to 10% for each hour over the service target time up to 50% of the total invoice amount billed to resolve the problem. This penalty will not apply if the service request was not properly submitted as outlined in this SLA. [MyFRS Vendor] will send a separate credit invoice to the SBA, in an amount agreed upon by both parties, in the month following documentation of service non-compliance.

Project enhancements will be identified and subject to Section 3.2 of Exhibit 1.

APPENDIX A
To Service Level Agreement
Monthly Activity Summary
Systems Management
Fixed Work

Weekly activities include many planned and scheduled activities as well as the majority of site content/interface updates. This section includes activities that need to be performed at some point during a general workweek:

Weekly Activity	Delegation	Approximate Hours*
Review Backup logs to identify file/server issues	Program Manager	4
Review Pending service calls, bug fixes, etc. and check on status	Program Manager/Systems	8
Total Hours		12

Some planned activities need to be performed every two weeks, including the following

Bi-Weekly Activity	Delegation	Approximate Hours*
Invasive Patches/Updates to represent possible disruption of service for either customers or internal workforce: Unix Patches; Application Patches; Code / Content updates; Cisco IOS Patches & Updates	Program Manager	8
Test patches: Test patches for applicability and impact on application (once every two weeks)	Program Manager	4
Audit OS Health including: Check for root kits and other compromised files against baseline; Review entries in /var/adm/messages for potential problems; and Check disk space and other critical OS factors	Program Manager	6
Deploy and test software patches	Program Manager	9
Total Hours		27

SLA status reports, contractual issues, change orders and documentation management generally take place on a monthly schedule:

Monthly Activity	Delegation	Approximate Hours*
Review all contracts and licensing, ensure all HW/SW in compliance w/ licensing	Program Manager	1
Update documentation and workflow procedures	Program Manager	1

Total Hours		2
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Quarterly activities, including some contingency planning and disaster recovery testing, appear below:

Quarterly Activity	Delegation	Approximate Hours*
Disaster recovery plan review/update	Program Manager	1.5
Total Hours		1.5

Total Systems Management Activity	Delegation	Approximate Hours*
Total Hours		42.5

*Approximate hours are to illustrate estimated workload for specific periods. They are not used to determine fees, penalties, or for any other purposes.

Monthly Activity Summary
Application Management
Fixed Work

Daily activities are those that need to be performed almost every day:

Daily Activity	Delegation	Approximate Hours*
Daily site functionality testing (functional from both a technical and user standpoint). Review site monitoring logs for anomalies	Technical Lead/Developer	21.5
Update User ID/PIN database (DC300), update NAV file, conduct daily system check	Technical Lead/Developer	21.5
Vendor Coordination/Issue Resolution/Project Management	Client Partner	75
Webmaster replies/follow-up with EY	Technical Lead/Developer	10
Content Updates	Technical Lead/Developer	30
Misc. client requests	Technical Lead/Developer	20
Total Hours		178

Weekly activities include many planned and scheduled activities as well as the majority of site content/interface updates. This section includes activities that need to be performed at some point during a general workweek:

Weekly Activity	Delegation	Approximate Hours*
Code Testing	Technical Lead/Developer	6
Test deployed code/content (actual window is 10 p.m. to 12 a.m. plus prep. time)	Technical Lead/Developer	4
Total Hours		10

Bi-Weekly Activity	Delegation	Approximate Hours*
1 st Reminder Letter - Generate PGP encrypted files on 2 nd business day of each month.	Technical Lead/Developer	3
2 nd Reminder Letter - Generate PGP encrypted files on 22 nd calendar day of each month (if falls on weekend, go to next Monday).	Technical Lead/Developer	3
Content Oversight/QA	Program Manager	6
Vendor Status Meeting/meeting notes	Program Manager, Technical Lead/Developer	6

Other issue meetings/meeting notes	Program Manager	6
Total Hours		24

SLA status reports, contractual issues, change orders and documentation management generally take place on a monthly schedule:

Monthly Activity	Delegation	Approximate Hours*
Emailed Monthly Reminder Letter - Generate PGP encrypted files on the 23 rd calendar day of each month (if falls on weekend, go to next Monday).	Technical Lead/Developer	3
Monthly report to SBA by 15 th – Website statistics	Technical Lead/Developer, Program Manager	4
Monthly usage statistics to Financial Engines	Technical Lead/Developer	2
Monthly PIN reminder count to SBA	Technical Lead/Developer	1
Update documentation and workflow procedures	Technical Lead/Developer	1.5
PERS development where necessary	Program Manager	4
Prepare and distribute status reports, conduct service review meetings	Program Manager	2
Issues from EY	Technical Lead/Developer	12
Issues from Aon Hewitt	Technical Lead/Developer	10
Financial Engines Data	Technical Lead/Developer	8
Issues from Division of Retirement	Technical Lead/Developer	8
Full refresh file from Division of Retirement	Technical Lead/Developer	8
Total Hours		63.5

Total Application Management Activity	Delegation	Approximate Hours*
Total Hours		275.5

Summary of Estimated Activity Hours*	
Approximate Systems Maintenance Hours	42.5
Approximate Application Management Hours	275.5
Total Estimated Monthly Activity Hours	318

*Approximate hours are to illustrate estimated workload for specific periods. They are not used to determine fees, penalties, or for any other purposes.

EXHIBIT 3
Fees

July 1, 2021 – June 30, 2026	Monthly Amount
Fixed Technology Services - Includes [MyFRS Vendor]'s Systems Management and Applications Services (including monitoring the UAT environment and zone/backup/monitoring services)	\$
Project Enhancement Request Services (PERS)	\$ per hour
Technology Consulting Services	\$ per hour
Transition (if applicable) – Fee for an 8 week transition (July 1, 2021 through August 31, 2021) of the MyFRS.com solution from the current vendor to [MyFRS Vendor].	\$ (estimated one-time cost)
Total Monthly Fee:	\$ + PERS or Consulting Services

EXHIBIT 4
Reimbursement of Travel Expenses

Requests for reimbursement of travel expenses are made by completing the SBA Travel Reimbursement Expense Report for All Third-Party Travelers, a copy of which will be provided to [MyFRS Vendor]. All supporting invoices and documentation of expenses of \$25 or more per incident must be original documents and should be thoroughly completed and attached to SBA Travel Reimbursement Expense Report form.

[MyFRS Vendor] shall be entitled to reasonable expenses for travel when authorized in advance by the SBA's Executive Director or his or her designee, as provided in Section 112.061, Florida Statutes, as amended from time to time, and Chapter 69I-42, F.A.C. The following summary of per diem rates and other travel related requirements applies:

Travel Allowance Rates:

Breakfast	\$6.00
Lunch	\$11.00
Dinner	\$19.00
Per Diem	\$80.00/day (\$20.00/quarter)
Mileage Allowance	\$.445/mile

The following expenses may also be reimbursed:

- Airfare at the standard coach class (If [MyFRS Vendor] chooses to use airfares other than coach, [MyFRS Vendor] will be responsible for paying the amount in excess of the reasonable coach airfare).
- Reasonable rental car expenses at the compact rate, subject to larger size car for more than two passengers
- Reasonable cab fares
- Daily meal allowances as outlined above
- Reasonable lodging expenses at a single rate
- Incidental expenses which include portage at \$1 per bag (max \$5 per incident), parking, tolls, fax expenses, copying, and contract related phone calls

Note: Receipts are required for expenses over \$25 per incident.

SCHEDULE A: DATA SECURITY ADDENDUM

1. **Data Security; SBA Data.** [MyFRS Vendor] shall comply with the provisions of applicable SBA policies, as amended by the SBA from time to time, including: SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling. [MyFRS Vendor] shall provide immediate notice to the SBA in the event it becomes aware of any security breach or any unauthorized transmission or loss of any SBA Data. [MyFRS Vendor] will provide immediate notice to the SBA of any known or suspected violation of any SBA policy.
2. **Nondisclosure.** SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. [MyFRS Vendor] shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA or as required by law.
3. **Loss or Breach of Data.** In the event a loss (including destruction) or breach of SBA Data in [MyFRS Vendor]'s possession is confirmed or suspected, [MyFRS Vendor] will promptly perform due diligence and promptly report findings to the SBA. [MyFRS Vendor] will pay all costs to remediate and correct any problems caused by or resulting from the loss or breach (including, without limitation, the cost to notify third parties, provide credit monitoring services to third parties, and recreate lost data in a manner and on the schedule set by the SBA), in addition to any other damages the SBA may be entitled to by law or the Agreement. [MyFRS Vendor] will also reimburse the SBA for costs paid to any vendor for data breach response services, which may include but is not limited to security-related call centers and website activation. [MyFRS Vendor] acknowledges that failure to maintain security that results in a loss or breach of SBA Data may subject [MyFRS Vendor] to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.
4. **Security Audits.** If SBA Data will reside in [MyFRS Vendor]'s system, the SBA may conduct, or may request [MyFRS Vendor] to conduct at [MyFRS Vendor]'s expense, an annual network penetration test or security audit of [MyFRS Vendor]'s system(s) on which SBA Data resides. If the term of the Agreement is less than a year long, the penetration test or security audit of [MyFRS Vendor]'s system(s) on which SBA Data resides, may be exercised at any time during the term of the Agreement.
5. **Data Protection.** No SBA Data will be transmitted or shipped to entities outside of the United States of America, nor will it be stored or processed in systems

located outside of the United States of America, regardless of the method or level of encryption employed. Access to SBA Data shall only be available to authorized [MyFRS Vendor] Representatives that have a legitimate business need. For purposes of this Addendum, “[MyFRS Vendor] Representatives” means [MyFRS Vendor]’s officers, directors, employees, agents, contractors, subcontractors and consultants (including affiliates thereof). Requests for access to the SBA’s information technology resources shall be submitted to the SBA’s Support and Office Services (“**Help Desk**”) staff. With the SBA’s approval, [MyFRS Vendor] Representatives may be granted access to SBA information technology resources as necessary for fulfillment of related responsibilities. Prior to the provision of access to SBA information technology resources, [MyFRS Vendor] agrees to provide [MyFRS Vendor] Representatives a written copy of the SBA’s Systems Use Agreement in the form provided by the SBA and attached as Exhibit I hereto (which may be amended by the SBA from time to time in the SBA’s sole discretion upon providing notice to [MyFRS Vendor]) (the “Systems Use Agreement”). At such time as the SBA provides access to SBA technology resources, [MyFRS Vendor] and any [MyFRS Vendor] Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Agreement (as defined above). Further, [MyFRS Vendor] agrees to be responsible in the event any [MyFRS Vendor] Representatives breach any of the terms set forth in the Systems Use Agreement. Remote connections are subject to detailed monitoring as deemed appropriate by the SBA.

6. **Encryption.** [MyFRS Vendor] shall encrypt all SBA Data, in transmission and at rest, using SBA approved encryption technologies.
7. **Specific security requirements.** [MyFRS Vendor] shall not use SBA Data except as permitted by the Agreement. [MyFRS Vendor] has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data.
8. **Back-ups.** [MyFRS Vendor] shall maintain and secure adequate back-ups of all SBA Data, including, but without limitation, all documentation and programs utilized to process or access SBA Data.
9. **Data Security Procedures.** [MyFRS Vendor] shall develop data security procedures to ensure only authorized access to data and databases by [MyFRS Vendor] Representatives for purposes of performing the Agreement and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Agreement or the SBA. [MyFRS Vendor] shall ensure that access to data and databases by [MyFRS Vendor] Representatives will be provided on a need to know basis and will adhere to the principle of least

privilege. (The principle of least privilege means giving a user account only those privileges which are essential to perform its intended function.)

10. **Ownership of Data.** [MyFRS Vendor] shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. [MyFRS Vendor] will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as authorized by the SBA. [MyFRS Vendor] will not possess or assert any lien or other right against or to any SBA Data in any circumstances. SBA Data is and shall remain the exclusive property of the SBA. SBA Data created by [MyFRS Vendor], obtained by [MyFRS Vendor] from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable.
11. **Background Checks.** [MyFRS Vendor] shall ensure that [MyFRS Vendor] Representatives assisting in the performance of the Agreement have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Agreement, before being provided access to SBA Data. Upon the SBA's request, [MyFRS Vendor] shall provide to the SBA an attestation that the foregoing background checks have been completed.
12. **Compliance.** [MyFRS Vendor] represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Agreement continue to be compliance with, all applicable laws, regulations and industry standards (including, without limitation, all applicable laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy).
13. **Subcontractors/Agents.** [MyFRS Vendor] shall be responsible and accountable for the acts or omissions of [MyFRS Vendor] Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Addendum. [MyFRS Vendor] agrees to impose the requirements of this Addendum on all [MyFRS Vendor] Representatives assisting in the performance of the Agreement, and [MyFRS Vendor] shall execute a written agreement with each such [MyFRS Vendor] Representative containing equivalent terms to this Addendum.

Exhibit 1

STATE BOARD OF ADMINISTRATION SYSTEMS USE AGREEMENT

The undersigned (“User”) enters into this Systems Use Agreement (this “Agreement”) in consideration of the provision to User of access to information technology resources of the State Board of Administration of Florida (the “SBA”).

1. The following terms are defined as follows:
 - a. “Chapter 119, Florida Statutes” means Chapter 119 (Public Records), Florida Statutes, as amended from time to time.
 - b. “SBA Account” means any set of system access credentials (e.g., a user ID and password) provided by the SBA.
 - c. “SBA Data” means all information accessed, created, maintained, obtained, processed, stored, or transmitted using any SBA Account or SBA Systems and all information derived therefrom.
 - d. “SBA Systems” means any of the following:
 - i. Any desktop, laptop, server, or other information technology resource (whether physical or virtual) under the administration or ownership of the SBA, wherever located;
 - ii. All business applications, including any related data, system services and functions provided by or under the administration or ownership of the SBA.
2. SBA Data is and shall remain the exclusive property of the SBA. User shall use SBA Data solely for authorized purposes. SBA Data created by User, obtained by User from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable.
3. SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. User shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA or as required by law.
4. User does not have a right to privacy regarding any activity conducted using the SBA Systems. The SBA can review, read, access or otherwise monitor all activities on the SBA Systems or on any other systems accessed by use of the SBA Systems, and purge any or all information on the SBA Systems. The use of a password does not create a right to privacy in the SBA Systems.
5. Only persons who are authorized by the SBA may use SBA Systems. User shall not share SBA Account credentials with any other person, including but not limited to sharing of credentials with other authorized users. User shall

immediately change User's password should it become known by any other person.

6. User shall not make copies of applications running on SBA Systems for use at home, on laptops, or for any other reason, without SBA authorization. User shall not import, download, copy or store SBA Data (including without limitation, emails) onto non-SBA owned devices without SBA authorization. User shall not import, download, copy, or store copyrighted material without permission from the copyright owner.

7. If User accesses the SBA network remotely, User shall do so only on devices with industry standard, supported anti-virus software installed. This software must be active, be scheduled to perform virus checks at regular intervals, and have its virus definition files kept up to date.

8. User shall not install any applications, programs, applets, or snap-ins on any SBA equipment.

9. User shall not access (or attempt to gain access to) any SBA Account or SBA System other than that to which the User is authorized.

10. User shall not use any SBA Account or SBA System to transmit, distribute, or store content or materials in a manner that violates SBA policies, U.S. state and federal laws, the laws of jurisdictions outside of the U.S., or the terms of this Agreement.

11. User shall comply with the provisions of applicable SBA policies, as amended by the SBA from time to time, including SBA Policy #10-400 Acceptable Use, SBA Policy #10-410 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus.

12. If User becomes aware of (or suspects there may have been) any violation of this Agreement, User shall contact the SBA Support and Office Services ("Help Desk") at 850-413-1100 to report the situation.

13. User understands the provisions of this Agreement. User understands that violation of this Agreement may lead to penalties imposed by U.S. state and federal laws, and/or the laws of jurisdictions outside of the U.S.

14. User agrees to protect, indemnify, defend and hold harmless the SBA, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to User's breach of data security,

negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Agreement.

15. User acknowledges that SBA Data will constitute “public records” which will be subject to public access and disclosure under Chapter 119, Florida Statutes unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, User shall comply with Chapter 119, Florida Statutes. In particular, User shall:

- (a) Keep and maintain public records required by the SBA in order to perform the services under any applicable contract for services with the SBA (“Contract”);
- (b) Upon request from the SBA’s custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if User does not transfer the records to the SBA; and
- (d) Upon completion of the Contract, transfer, at no cost, to the SBA all public records in User’s possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If User transfers all public records to the SBA upon completion of the Contract, User shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If User keeps and maintains public records upon completion of the Contract, User shall meet all applicable requirements for retaining public records. User shall provide all records that are stored electronically to the SBA, upon request from the SBA’s custodian of public records, in a format that is compatible with the information technology systems of the SBA.

IF USER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO USER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

**STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com**

16. This Agreement and any and all exhibits, schedules and enclosures attached hereto, which are incorporated into the Agreement by this reference, constitute and embody the entire agreement and understanding of User and the

SBA with respect to the subject matter hereof, supersede any prior or contemporaneous agreements or understandings with respect to the subject matter hereof, and, unless otherwise provided herein, cannot be altered, amended, supplemented, or abridged or any provisions waived except by written agreement of User and the SBA.

17. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles. Any proceeding to resolve disputes regarding or arising out of this Agreement shall be conducted in the state courts located in Leon County, Florida, and User hereby consents to the jurisdiction and venue of those courts.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the undersigned "User" hereby agrees to the provisions of this Agreement, as of the Effective Date set forth below.

USER:

Printed Name

Signature

Effective Date

Attachments: SBA Policy #10-400 Acceptable Use, SBA Policy #10-410 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus

Data Security Addendum (ver. 5-11-20)