

Invitation to Negotiate (ITN)

State Board of Administration of Florida

Network Security Assessment 2022

Schedule of Events:

Event:

Date:

Issue Date:

November 29, 2021

Requests for Clarification:

December 13, 2021, 4:00 p.m. ET

Responses to Requests for Clarification:

December 21, 2021

Response Deadline:

January 4, 2022, 4:00 p.m. ET

Interviews, if needed, will be held by February 2022. Respondents selected for interviews will be notified at least one week prior to the interview.

Anticipated Award Date: February 2022

Designated Contact:

Jennifer Williams

State Board of Administration of Florida

1801 Hermitage Boulevard, Suite 100

Tallahassee, Florida 32308

Phone: (850) 413-1243

Email: Procurement@sbafla.com

Do not contact the SBA Executive Director/CIO, the Evaluation Team, SBA employees, or any member of the Board of Trustees or their respective staffs, consultants or managers, regarding this proposal request. Direct all correspondence or inquiries during the proposal process to the contact listed above.

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Section I: General Information

A. Purpose

The purpose of this Invitation to Negotiate (ITN) is to solicit competitive responses from qualified, reputable firms (hereinafter referred to as Respondents) with sufficient resources to conduct network security penetration assessment of the State Board of Administration of Florida (SBA).

B. Background Information

The State Board of Administration of Florida (the “SBA” or the “Board”) is a component of Florida state government that provides a variety of investment services to various governmental entities. These include managing the assets of the Florida Retirement System (FRS) Pension Plan (a defined benefit plan) and Investment Plan (a defined contribution plan), the Local Government Surplus Funds Trust Fund (Florida PRIME), the Hurricane Catastrophe Fund, the Lottery Fund and a variety of smaller funds. The market value of the FRS Trust Fund Pension Plan was approximately \$ 202.1 billion as of June 30, 2021. The market value of FRS Investment Plan Trust Fund was \$14.9 billion as of June 30, 2021. The SBA currently invests in five asset classes: Global Equity, Fixed Income, Strategic Investments, Private Equity and Real Estate. Further information on these mandates can be found at www.sbafla.com

A Board of Trustees (the “Trustees”) governs the SBA and is comprised of elected officials of the State of Florida: the Governor, as Chair; the Chief Financial Officer, and the Attorney General. The Trustees have ultimate authority and oversight for the SBA’s overall strategy.

The Trustees delegate authority to the SBA’s Executive Director and 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 manages 216 professional and administrative support staff.

The Board of Trustees appoints nine members to serve on the Investment Advisory Council. The Investment Advisory Council reviews investments made by the staff of the SBA and makes recommendations regarding investment policy, strategy and procedures. The Council meets on an ongoing basis to discuss general investment policies and broad topics related to the general economic outlook.

The Trustees appoint three members to serve on the SBA Audit Committee. The Audit Committee assists the Trustees in fulfilling their oversight responsibilities in the areas of financial reporting, internal controls and risks assessment, audit processes, and compliance. The Audit Committee meets at least on a quarterly basis.

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.

C. Minimum Qualifications

Respondents must be able to affirmatively respond to each of the following statements in order to be considered for this engagement:

1. The Respondent's key professionals, consultants, and the organization must disclose any actual or potential conflict of interest that may impair the Respondent's independence from the SBA.
2. The Respondent, if selected, agrees to the active participation of its principal or partner and senior level staff for specific aspects of the network security assessment as specified in Rules of Engagement (ROE) documents or upon written request by the SBA.
3. The Respondent, if selected, will accept and enter into a written contract as supplied by the SBA. Final language will be negotiated in the contract negotiation phase, but will cover SBA specific terms and conditions, including the Standard Clauses for SBA Contracts (Appendix III of this ITN).
4. The Respondent, if selected, will cooperate with agents or public bodies of the State of Florida as directed by the SBA or the SBA Audit Committee.
5. The Respondent, if selected, will be available to make presentations to the SBA Audit Committee, the Trustees or other persons, bodies or organizations as determined necessary or appropriate by the SBA and/or the SBA Audit Committee.
6. The Respondent must confirm that, if selected, it will agree that in the event the SBA, the SBA Audit Committee, or the Trustees become a party to, or become involved in any litigation or other proceeding in connection with any of the services or activities contemplated by this ITN, the Respondent, if selected, will cooperate with the SBA, the SBA Audit Committee, the Trustees and the court or other authority in all related matters, including, without limitation, discovery requests, providing testimony and otherwise appearing in court. This is limited to litigation related to one of our engagements, or litigation about the subject of one of our engagements, and limited to actions that will not create a conflict of interest, violate the Respondent's independence, or otherwise violate applicable professional standards.
7. The Respondent, if selected, upon the issuance of annual deliverables as outlined in this ITN, will provide copies of the workpapers to the SBA upon request. There is a potential that the workpapers may be the subject of a public records request pursuant to Chapter 119, Florida Statutes.
8. The Respondent must agree (by written affirmation) to provide the services as detailed in Section II, as well as agree to all other requirements as stated in the ITN.

Section II: Scope of Services

The scope of services will consist of the following:

- a) External Network Assessments and Testing - External Network Vulnerability Assessment and Penetration Testing – Perform non-intrusive procedures designed to identify security vulnerabilities.

Due to the sensitive nature of the testing, specific Rules of Engagement (ROE) are necessary to ensure testing is performed in a manner that minimizes impact on operations while maximizing the usefulness of the test results. The testing includes procedures to demonstrate external threats to the SBA network and available systems, applications and services.

Perform external penetration assessment of the SBA’s corporate network in an attempt to identify vulnerabilities that are visible from the internet. The firm will perform tests identifying IP range information through publicly available resources or by targeting ranges provided by the SBA.

- 1. Vulnerability scanning / assessment
 - 2. Penetration testing
 - 3. Remote access technologies assessment / testing (VPN, Remote desktop, Citrix, etc.)
 - 4. Black box web application assessments / testing from the perspective of an anonymous user. Penetration testing shall focus on the Open Web Application Security Project (OWASP) top 10 web application security risks.
 - 5. Social Engineering Testing to identify human weaknesses that increase the likelihood of successful social engineering-based attacks (e.g. phishing, vishing) which could result in unauthorized physical or electronic access to SBA’s IT systems or data.
- b) Internal Network Assessment and Testing – Perform assessment and testing on the internal SBA network, identifying overall security posture. The ROE will be established to ensure testing is performed in a manner that minimizes impact on operations while maximizing the usefulness of the test results.
 - 1. Vulnerability scanning
 - 2. Device / System configuration reviews – Perform a technical review of selected SBA infrastructure devices. Configuration reviews will utilize applicable CIS configuration baselines and may include the following systems and devices. If an appropriate CIS baseline does not exist, the assessor shall recommend an appropriate secure configuration baseline supported by the respective device or system vendor.
 - i. Exchange
 - ii. Firewalls / switches
 - iii. VPN
 - iv. Wireless 802.11x infrastructure
 - v. Endpoint security (AV, host firewall, etc.)

- c) Grey box assessment of selected web applications from the perspective of unauthenticated and authenticated user roles in the applications.
- d) Data Loss Prevention Assessment – Evaluate SBA’s network and systems configuration rules used to prevent an intruder gaining entry through potentially sensitive and vulnerable points, and to maintain robust data loss prevention environment. The assessment will provide an overview of the security risk posture against industrial espionage.

The contract covered by this ITN is expected to begin in June 2022 and shall be effective for a period of five years. Every year, a separate Statement of Work will be executed with the client to confirm description of services requested, terms, conditions, fees and expenses of the engagement.

The firm selected should provide a recommended schedule for the assumed scope, identifying services to be provided in Years 1, 2, 3, 4, and 5 with relevant fees. However, the scope of services will be revisited and agreed upon by the management each year in executing the SOW. All work papers and results shall be protected as business confidential in accordance with the terms and conditions of the contract.

Section III: Deliverables

Related to the network security assessment, the Respondent selected to perform the required services must provide the following deliverables to the SBA Chief Audit Executive, and SBA Management:

- A. Periodic Status Reports
- B. Draft Reports
- C. Final Reports
- D. Presentation to the SBA Audit Committee

The reports compiled must provide (a) Executive Summary in clear language, containing charts for upper management, finding headlines prioritizing threats and impacts of the vulnerabilities, status and (b) Detailed Report with a finding headline, description, vulnerability category, impacted systems to include both ip addresses and associated host names, risk, evidence, and recommendation (or contain this information in Appendix for immediate and future vulnerability tracking purposes). The reports compiled must be consistent in format and the findings numbered uniquely across all scope of services and must be proof-read and quality checked prior to delivery.

The selected Respondent is expected to work closely with SBA’s OIA to develop a consistent reporting format that can easily allow for updates/comments by all involved parties (i.e., SBA’s OIA, OIS and IT Business Units in addition to the Respondent).

Section IV: Required Information

This section identifies the information that should be submitted in response to this ITN, and the order in which it should appear in the proposal response package. Each proposal response package should include the following, in the order listed below:

A. Cover Letter

The proposal shall contain a cover letter addressed to the designated contact identifying the Respondent's name and principal address. The name, telephone number and email address of a person authorized to represent the Respondent regarding all matters related to the proposal must be set forth. The letter shall also explicitly affirm the following:

1. The Respondent has thoroughly reviewed the ITN and understands the requirements and the scope of services to be performed.
2. The Respondent has the current capability to provide the proposed services.
3. The Respondent has thoroughly reviewed this ITN and understands the scope of services and meets the minimum qualifications set forth in Section I, General Information, subsection C, of this ITN.
4. The Respondent acknowledges and accepts all terms and conditions included in this ITN.
5. If applicable, the Respondent has included Trade Secret information as a separate attachment, along with a table of contents, as indicated in Section V, Response Requirements, subsection J, of this ITN.
6. The Respondent acknowledges that it is in compliance with the "Quiet Period" provisions in Section V, Response Requirements, subsection R, of this ITN.
7. The person authorized to bind the Respondent to all commitments made in its proposal shall be the signatory of the letter.

B. Services Questionnaire

The Respondent shall complete and submit the Services Questionnaire attached hereto as Appendix I. Using twelve (12) point, Times New Roman font, the Respondent must give clear, concise, quantifiable replies to all questions, **restating each question in bold face type font** with its response directly below. Tables and graphs are exempt from this font requirement, but must be readable. The length of responses to individual questions are at the discretion of the Respondent; however, responses are expected to be brief and to contain full and fair disclosure of essential elements. Any omitted or incomplete responses may eliminate a Respondent from evaluation. As indicated in Section V, Response Requirements, subsection J, Trade Secret information must be included as a separate attachment. Other references to materials in appendices or outside the bound volume will not be included in the evaluation of the response.

C. Service Requirements Affirmation Statement

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

Section V: Response Requirements

This section indicates the terms and conditions that will govern the submission and review of proposals made in response to this ITN. The Respondent selected to provide services, as part of the ITN process, will be required to enter into a contract with the SBA.

A. Completeness

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

B. Requests for Modification of a Response

A Respondent to this ITN may withdraw and modify its response prior to the response deadline only upon prior approval by the SBA. A request for modification must be in writing to the designated contact at the email address set forth in F., Delivery Address, below and must adequately explain the reasons for the request to modify the response. If the SBA approves the request, a modified response may then be submitted. The SBA will not consider modifications offered in any other manner, whether oral or written. Under no circumstances may the Respondent modify a response unilaterally at a date or time subsequent to the response deadline specified in E., Response Requirements and Deadline, below. The SBA may, however, permit any Respondent to modify its response after the deadline specified in E., Response Requirements and Deadline, below, if the SBA determines that such modification is in the best interests of the SBA.

C. Respondent Guarantees

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

D. Requests for Clarification

All questions regarding the clarification of any requirement, standard, or question in this ITN because of any ambiguity, conflict, discrepancy, omission, or other error must be received by the SBA no later than December 13, 2021, 4:00 p.m. (ET).

Written requests for clarification should be sent via e-mail to the designated contact provided in F., Delivery Address, below.

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

Oral requests for clarification will not be accepted.

Written requests for clarification accepted by the SBA, along with the corresponding clarifications, will be posted on the SBA website at www.sbafla.com/SBA under “Announcements” and on the SBA website at www.sbafla.com under “Doing Business with the SBA.” Respondents unable to download responses should direct their requests for hard copies via e-mail to the designated contact provided in F., Delivery Address, below. Such responses shall be considered an addendum to and, as such, an integral part of 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 or clarification will be posted on the SBA website at www.sbafla.com/SBA under “Announcements” and on the SBA website at www.sbafla.com under “Doing Business with the SBA.” **The Respondent is responsible for checking the SBA and SBA websites for any addenda or updates.**

E. Response Requirements and Deadline

A Respondent must submit a proposal that demonstrates the ability to comply with Section I, subsection C (Minimum Qualifications), Section II (Scope of Services), and Section III (Deliverables) of this ITN no later than 4:00 p.m. ET, on January 4, 2022. Respondents shall adhere to the following guidelines when submitting their response:

1. Submit response electronically via email no later than 4:00 p.m. ET on January 4, 2022, to Procurement@sbafla.com.
2. Reference “**ITN for Network Security Assessment Services**” in the subject line.
3. Preferred ITN response format is a single searchable .pdf document.
4. Submit nine (9) bound copies of your response no later than 4:00 p.m. ET on January 4, 2022. All responses must be submitted in a sealed envelope or box clearly marked “**ITN for Network Security Assessment Services.**” The delivery address is provided in F. below.

The SBA accepts no responsibility whatsoever for failure to deliver or late delivery by postal or commercial courier services. Failure by the postal or commercial courier services to meet the response deadline may result in disqualification. It is the Respondent’s responsibility to confirm receipt.

F. Delivery Address

Jennifer Williams
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308
Email: Procurement@sbafla.com
Phone: (850) 413-1332

G. SBA and SBA Audit Committee Not Liable for Respondent's Costs

Neither the SBA nor the SBA Audit Committee shall be liable or responsible for any costs incurred by any Respondent for preparing and responding to this ITN, attending any oral interview, if necessary, or for any other activities or occurrences related in any way to this ITN prior to the issuance of a contract. The SBA shall pay the selected Respondent after the execution of the contract in accordance with the 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.

H. Respondent's Responsibility

Each Respondent should be familiar with the service requirements and the work to be performed before submitting a response. All proposals shall remain valid and binding for at least 180 days from the date of submission.

I. Oral Interview

Respondents that submit a response to this ITN may be required to conduct an oral interview/presentation with respect to their responses to the ITN Evaluation Team or the SBA Audit Committee. Should oral interviews be requested, each selected Respondent will be given an opportunity to clarify or elaborate on its response. The Evaluation Team or the SBA Audit Committee will determine the occurrence, date, time, and location of such interviews, if needed. The oral interview will be used to assess the capability in satisfying the requirements set forth within this ITN.

J. Disclosure of Proposal Contents

All material submitted by Respondents shall become the property of the SBA and will not be returned. Proposals submitted will be reviewed and evaluated by persons designated by the SBA, in its sole discretion. Each Respondent understands and agrees that all documents and records made or received by the SBA in connection with this ITN or any official business of the SBA are public records and must be furnished and disclosed to any person under a request to inspect or copy such documents or records, pursuant to Chapter 119, Florida Statutes.

If information is provided that could reasonably be ruled a "trade secret" as defined in section 812.081, Florida Statutes, such information shall be included in a separate attachment clearly marked "Trade Secret Information – Network Security Assessment." Include a table of contents within this attachment with a detailed listing of and explanation for EACH item marked as a "trade secret."

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. The State of Florida places a high priority on the public's right of access to governmental meetings and records. 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 interview, or otherwise in connection with this ITN in negotiating and

entering into any contract or for any purpose. The SBA shall have such rights regardless of whether the SBA enters into any contract with such Respondent or any Respondent under this ITN, successfully negotiates any 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.

K. Rejection of Responses

The Evaluation Team will be the sole judge of the Respondent's responsiveness to this 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 Evaluation Team 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.

L. Contract Execution

The SBA will 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 considered a public document.

If, in the opinion of the SBA, an acceptable contract with the selected Respondent cannot be reached, the SBA reserves the right to negotiate with the next preferred Respondent or to take any other actions, in its sole discretion, as contemplated by this ITN.

M. Contract Term

The SBA intends to enter into a five- year contract with the selected Respondent.

N. Right to Amend or Withdraw ITN

The SBA or the SBA Audit Committee, 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 any contract, and the SBA or the SBA Audit Committee may, in its sole discretion, reject all responses to this ITN for any reason whatsoever.

O. 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 document, will not be considered by the SBA or the SBA Audit Committee if, in the opinion of the SBA or the SBA Audit Committee, such false or misleading statement was intended to mislead the SBA or the SBA Audit Committee in its evaluation of the response.

P. Collusion

By responding, the Respondent represents that the proposal is not made in connection with any competing Respondent submitting a separate response to this 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 party 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 this ITN prior to its issuance, and that no employee of the SBA participated directly or indirectly in the Respondent's proposal preparation.

Q. Conflicts of Interest

The Respondent must disclose within its proposal whether any officer, director, employee, or agent is also a current or former employee of the SBA (including the Audit Committee). All Respondents must further disclose any factors, financial or otherwise, known to them which may give rise to a 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.

R. Quiet Period

The Respondent (its agents, officers, principals, and employees, including any individual assisting the Respondent in this process) will not engage in any written or verbal communication or lobbying efforts or attempts to influence during the "quiet period" (defined below) with the SBA (including the Trustees, the Trustees' staff, SBA Executive Director and CIO, any member of the Evaluation Team, or any SBA employee, whether or not such individual or employee is assisting in the selection of the Respondent), any Division of Bond Finance employee, the Corporation Board of Directors or their respective staffs, the SBA's Financial Advisor, the members of the SBA Advisory Council, or the SBA Audit Committee 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 and designated contact person named in F., Delivery Address, above. Any unauthorized contact may disqualify the Respondent from further consideration. Normal business communications are allowed for current SBA service providers who are also ITN respondents.

The Respondent, its agents, officers, principals, employees and lobbyists will not engage in any lobbying efforts or other attempts to influence the Trustees, the Trustees' staff, SBA Executive Director and CIO, the Evaluation Team, SBA employees, or the SBA Audit Committee in an effort to be selected. Any and all such efforts made by the Respondent or its agents, officers, principals, employees, or lobbyists will be disclosed by the Respondent to the SBA Chief Audit Executive within five (5) calendar days of its becoming known.

The "quiet period" for this ITN begins on November 29, 2021, 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 this ITN within the time frame as provided herein. Nothing herein shall preclude a Respondent from seeking a request for clarification as provided herein.

S. Further Instructions and Conditions

1. *Conformance with instructions* – All responses to this ITN must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.

2. *Terms and conditions of the ITN* – Submission of a response indicates the Respondent’s acceptance of the conditions contained in this ITN, unless clearly and specifically noted in the response 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 and other legal requirements of the State of Florida and the United States Government.
4. *Joint proposals* are not permitted.
5. *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.
6. *Oral agreements* – No oral response, offer or other discussion between a Respondent and the SBA or any employee of the SBA shall constitute a valid contract or agreement. All contracts must be in writing and signed by the parties. Any alleged oral agreement or arrangement made by a Respondent with the SBA and any employee of the SBA or SBA Audit Committee shall be superseded by the written contract between the SBA and such Respondent.
7. *Amending or withdrawing the ITN* – The SBA reserves the right to amend or withdraw this ITN, at any time prior to the final award, at its sole discretion.
8. *Correction or changes* – Any corrections or amendments to this ITN will be issued by the SBA, will be identified as a correction or amendment, and will be posted on the SBA website at www.sbafla.com/SBA under “Announcements” and on the SBA website at www.sbafla.com under “Doing Business with the SBA.” Corrections or amendments made in any other manner will not be binding. It is the responsibility of the Respondent to obtain all corrections or amendments.
9. *Rejection for default or misrepresentation* – The SBA reserves the right to reject the response of any Respondent that is in default of any prior contract, for misrepresentation, or otherwise as determined by the SBA, or its designee, in its sole discretion.
10. *Clerical errors* – The SBA reserves the right, in its sole authority, to correct inaccurate awards resulting from its clerical errors.
11. *Respondent’s presentation of supporting evidence* – A Respondent, if requested, must be prepared to present evidence of experience, ability, service facilities, and resources necessary to satisfactorily meet the requirements set forth or implied in its proposal.
12. *Right to reject previous vendors* – The SBA reserves the right to reject a proposal by a Respondent that has previously provided work to the SBA or whose services have been previously rejected by the SBA.
13. *Dispute Resolution* – The contract shall not include binding arbitration provisions, such as those typically found in Alternative Dispute Resolution Procedures.

14. *Respondent's Credentials* – The SBA may make such investigations, as deemed necessary, to determine the ability of the Respondent to perform the services specified in this ITN. The SBA reserves the right to reject any response if the evidence submitted by the Respondent fails to satisfy the SBA that the Respondent is properly qualified to carry out the obligations of the contract.
15. *Proposal 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 Section VI, Evaluation Criteria, below. **(Note: Each requirement must be thoroughly addressed. Taking exception to any requirement listed in the ITN may disqualify a Respondent and its response, in the SBA's sole discretion.)**

Section VI: Evaluation Criteria

The SBA Audit Committee will appoint an Evaluation Team. The responses will be assessed on a comparative basis and will be independently evaluated by the Evaluation Team on the basis of the written responses to this ITN and additional written information as requested. The Evaluation Team will evaluate the written responses to this ITN by assigning a score for each category in the table below for each Respondent. The score of each member of the Evaluation Team will be aggregated to establish an overall ranking to create a short list of Respondents for oral interviews, if needed. If oral interviews are held, the Evaluation Team may adjust its scoring to reflect additional information gathered during the interviews. If the Evaluation Team, in its sole discretion, decides not to do an interview, the overall ranking shall be used to identify the firm selected to conduct the services, subject to successful contract negotiations.

The SBA Audit Committee has the sole/final authority to approve the recommendation of the Evaluation Team and to determine the firm selected to conduct the services.

The Evaluation Team will utilize the following broad scoring categories:

Experience, qualifications, specialized capabilities, and resources	50%
Understanding of the engagement and requirements	15%
Approach and methodology	15%
Overall completeness & clarity of response	10%
Fee proposal reasonableness	10%
Total	100%

Commitments made by the Respondents at the interviews (if needed) will be considered binding.

The SBA encourages qualified small business enterprises, including those owned by women, minorities, and service-disabled veterans as defined in Sections 288.703 and 295.187, F.S., to respond.

Section VII: Timeline

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

November 29, 2021	ITN Issued
December 13, 2021 (4:00 PM ET)	Deadline for Written Requests for Clarification
December 21, 2021	SBA Response to ITN Questions Posted
January 4, 2022 (4:00 PM ET)	ITN Due
January 25, 2022 (10:00 AM ET)	Evaluation Team Meeting & Final Ranking
February 2-4, 2022	Oral Interviews with Evaluation Team (if needed)
February 8, 2022 (10:00 AM ET)	Final Evaluation Team Selection Meeting (if needed)
February 21, 2022 (9:30 AM ET)	Audit Committee Review and Approval of the Recommended Provider

Note: The SBA reserves the right, in its discretion, to change the ITN Timeline. Changes will be posted on the SBA website at www.sbafla.com/SBA under “Announcements,” on the SBA website at www.sbafla.com under “Doing Business with the SBA,” and may be provided directly to the Respondent/Finalist.

Appendix I: Services Questionnaire

Responses to each item below should appear in the same order as listed in this ITN. The respondent must give clear, concise, quantifiable replies to all questions, restating each question in bold face type, using no smaller than twelve (12) point font, with its response directly below. Tables and graphs are exempt from the font requirement, but must be readable. The length of each response is left to the discretion of the Respondent; however, cluttering the response with irrelevant material is not desirable. Responses are expected to be brief and contain full and fair disclosure of all essential elements. The SBA requires direct answers to each item and does not require generalized marketing information.

1. Give a brief overview of your firm: firm's history, year founded, ownership structure, size (number of offices) and location of firm's headquarters. Also, provide your firm's contact information:

Firm name:

Contact person (name, title):

Address:

Telephone/fax:

E-mail/website:

Provide a brief summary within which you summarize the key value and distinguishing features of your organization. Provide the names and locations of key personnel¹ who will oversee various services performed for the SBA and provide brief biographical information on each person, including any other professional or academic qualifications, and experience and their length of employment with the firm. This information should include each individual's specific experience in the areas listed in item 2. below.

2. Describe your firm's experience, qualifications, specialized capabilities and expertise in providing services in the following areas:
 - The Scope of Services listed in Section II
 - The SBA
3. The SBA supports diversity and encourages participation of small and minority business enterprises. In order to identify minority, woman and veteran owned businesses or other firms which actively pursue providing opportunities to minorities, women and veterans, provide the following information. Indicate if your firm is a minority-owned business, a woman-owned business or a veteran-owned business and identify the principal shareholders who qualify your firm for that classification. Indicate the percentage of professionals within your firm who are minorities, women or veterans and list the number of positions of any minority professionals.

¹ Key personnel include partners and senior managers.

Provide a brief description of your firm's minority hiring/equal employment opportunity program.

4. Describe any plans to use subcontractors or third parties for any of the services outlined in this ITN. The SBA reserves the right to approve any subcontractors as part of the negotiation process. Provide the names and qualifications of any needed outside specialists and consultants that will assist the firm's staff members.
5. Describe your firm's methodology, approach, tools, and available resources to be used to conduct the network security assessment services.
6. Describe how your firm will discuss any potential material issues with the SBA.
7. Describe how your firm handles routine phone calls and minor research or consultations. Please indicate if any fees are charged and, if so, the rate.
8. Describe how much assistance you would normally expect from the SBA's personnel.
9. Demonstrate your capability for protecting confidential information and briefly describe your procedure for the eventual destruction of these records.
10. Describe how you will keep the SBA, SBA Audit Committee and SBA Management informed of relevant industry trends and developments as well as how your firm identifies and shares industry best practices.
11. Detail programs you have in place to help ensure that clients are satisfied with your services.
12. Set forth a separate fixed fee structure proposal for each fiscal year-end for the anticipated five-year term of the contract that discloses fees for network security assessment services.
 - The proposal must state the total all-inclusive fee. The proposed total all-inclusive fee is to contain all direct and indirect costs including all out-of-pocket expenses.
 - The fee proposal should include the projected number of professional staff hours estimated to complete the network security assessment services by staff level, the hourly rate, out of pocket expenses and the resulting total cost.
 - If your firm prefers a different fee structure, you may provide it as a supplemental fee proposal in addition to your proposal described above.

If the nature of the engagement requires services in addition to those necessary to complete the engagement, a supplemental letter will be provided by the SBA which reflects the services and fees mutually agreed upon by the SBA, SBA Audit Committee and the Respondent.

The fee proposal will be a factor in the selection process. However, the SBA is not required to select the lowest bidder.

13. Submit a copy of your firm's most recent external quality control review with a statement of whether the quality control review included a review of governmental engagements. (Please submit a copy of the full report, including any comments, as an attachment to the proposal.)
14. Describe the levels of coverage for errors and omissions insurance and/or professional liability insurance your company carries. List the insurance carriers, insurance type and coverage amounts.
15. Provide information on any litigation or administrative proceeding to which your firm was a party, within the last five years. Provide information on any other litigation or administrative proceeding which could impact your firm's ability to provide the services outlined in this ITN. Is your firm currently being or has it been investigated by the Florida Department of Financial Services, the Attorney General of the State of Florida, the Florida Department of Business and Professional Regulation, any State Board of Accountancy or similar professional disciplinary organization, the Public Company Accounting Oversight Board, or any other court or regulatory body, State or Federal, within the last five years? If yes, please explain. Describe any disciplinary action taken or pending against your firm during the past five years with state regulatory bodies or professional organizations.
16. Has your firm been a party to any litigation, regulatory or other legal proceedings or government investigation involving allegations of fraud, negligence, or criminal activity within the last five years? If so, please describe the issue and the final outcome or current status.
17. The SBA contemplates that the contract will not include binding arbitration provisions, such as those typically found in Alternative Dispute Resolution Procedures. Please indicate your firm's position related to this provision.
18. The SBA requires that the selected Respondent enter into a written services contract that will set forth SBA-specific terms and conditions, including the applicable Standard Clauses for SBA Contracts (Appendix III of this ITN). If your firm does not agree to any terms specified within this ITN or Appendix III, Respondent shall specifically identify all proposed changes or shall submit a redline addendum containing all proposed changes with Respondent's response. Terms and conditions will be finalized in the contract negotiation phase.
19. List and describe non-audit work performed for the SBA or any entity under the oversight of the SBA for the past five years and why this work would not impair the firm's independence in performing the Scope of Services for the SBA.
20. Disclose whether any officer, director, employee, consultant, or agent is also a current or former employee of the SBA. All Respondents must further disclose any factors, financial or otherwise, known to them which may give rise to a conflict of interest between the Respondent and the SBA and its employees or between the Respondents and any member of the SBA Audit Committee, 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.

21. References

Provide three client references for which the Respondent has performed similar services as outlined in this ITN using the key personnel listed in response to this Services Questionnaire. Include relevant contact information for the clients.

Appendix II: Service Requirements – Affirmation Statement

By inclusion and execution of the statement provided herein, Respondent certifies that:

- The selection of the Respondent will not result in any actual or potential conflict of interest with the SBA or the SBA Audit Committee. Alternately, should any potential or existing conflict be known by the Respondent, the proposal 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 proposal is made without prior understanding, agreement, or connection with any corporation, Respondent, or person submitting a proposal 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 hereby agrees to abide by all conditions of this ITN for the network security assessment of the SBA 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.

Authorized Signature (Manual)

Name and Title (Typed)

Date (Typed)

APPENDIX III- APPLICABLE STANDARD CLAUSES FOR SBA CONTRACTS

General Terms

1.1 Agreement Transparency

Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational Agreements on its website, and this Agreement will be one of the agreements posted. [Vendor Name] 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.

1.2 Confidential Information

[Vendor Name] agrees to keep confidential any and all SBA information it obtains in the course of providing the services set forth in this Agreement except to the extent otherwise required to be disclosed by any applicable federal or state law provided that prior to any such disclosure pursuant to applicable law [Vendor Name] shall give the SBA prompt written notice and [Vendor Name] shall use all reasonable efforts, in good faith, to provide the SBA the opportunity to quash or abate such legal process or seek a protective order.

1.3 Governing Law; Venue

This Agreement shall be governed by, construed under and interpreted in accordance with laws of the State of Florida without regard to conflict of law principles. 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.

1.4 Indemnification

[Vendor Name] 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 [Vendor's Name]'s breach of data security other than that contemplated by the Agreement, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of the Agreement.

1.5 Subcontractor/Agents

[Vendor Name] shall be responsible and accountable for the acts or omissions of any [Vendor Name] Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Agreement. [Vendor Name] agrees to impose the requirements of this Agreement on all [Vendor Name] Representatives, which includes [Vendor Name]'s officers, directors, employees, agents,

contractors, subcontractors and consultants, including affiliates thereof assisting in the performance of the Agreement, and [Vendor Name] shall execute a written agreement with each such [Vendor Name] Representative containing equivalent terms to this Agreement.

1.6 Right to Audit

- a. During the term of the Agreement and for a period of ten (10) years after the expiration or termination of the 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 the Agreement and/or the subject matter of the 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, [Vendor Name] agrees to permit reasonable access to its premises and the Records during [Vendor Name]'s normal business hours. 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 the Agreement and for a period of ten (10) years after the expiration or termination of the Agreement (or for any longer period of time that may be required by any applicable law relating to the retention of Records), the Agreement 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 16 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 16 may include, without limitation, the [Vendor Name]'s compliance with the terms of the 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.
- b. [Vendor Name] shall use best 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 Right to Audit 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. [Vendor Name] shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to [Vendor Name] by the SBA and/or its designees, and [Vendor Name] shall provide a copy of all such responses to the SBA. [Vendor Name] acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.
- c. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Right to Audit Section. However, in the event the SBA and/or its designees conclude that [Vendor Name] overcharged the SBA or that [Vendor Name] engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then [Vendor Name] 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. [Vendor Name]'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 [Vendor Name]'s additional reimbursement obligation hereunder.

1.7 Public Records

Notwithstanding any provision in this agreement between the parties, [Vendor Name] acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail. To the extent applicable, [Vendor Name] shall comply with Chapter 119, Florida Statutes. In particular, [Vendor Name] shall:

- a. Keep and maintain public records required by the SBA in order to perform the services under the Agreement;
- 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 Agreement and following completion of the Agreement if the [Vendor Name] does not transfer the records to the SBA; and
- d. Upon completion of the Agreement, transfer, at no cost, to the customer all public records in [Vendor Name]'s possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If [Vendor Name] transfers all public records to the SBA upon completion of the Agreement, [Vendor Name] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the [Vendor Name] keeps and maintains public records upon completion of the Agreement, the [Vendor Name] shall meet all applicable requirements for retaining public records. [Vendor Name] 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 [VENDOR NAME] HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO [VENDOR NAME]'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FL 32317-3300
(850) 488-4406
SBAAGREEMENTS_DL@SBAFLA.COM

1.8 E-Verify

[Vendor Name] shall register with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. [Vendor Name] acknowledges that SBA is subject to and [Vendor Name] agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

2 **Data Security**

2.1 Data Security Standards

[Vendor Name] shall comply, to the extent necessary, with either the provisions of applicable SBA policies (SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. [Vendor Name] will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard when performing services under the Agreement.

2.2 Nondisclosure

SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. [Vendor Name] shall hold any obtained 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. For purposes of this Section 2, Data Security, "SBA Data" means all data accessed, created, maintained, obtained, processed, stored, or transmitted by [Vendor Name] in the course of performing the Agreement and all information derived therefrom.

2.3 Loss or Breach of Data

[Vendor Name] shall provide immediate notice to the SBA in the event it becomes aware of any security breach other than that occasioned by the Vendor in performing its services under the Agreement, or of any unauthorized transmission or loss of any SBA Data. In the event of loss or destruction of any SBA Data where such loss or destruction is due to the fault or negligence of [Vendor Name] in performing its services, [Vendor Name] shall be responsible for recreating such lost or destroyed data in the manner and on the schedule set by the SBA, at [Vendor Name]'s sole expense, in addition to any other damages the SBA may be entitled to by law or this Agreement. In the event lost or damaged data is suspected, [Vendor Name] will perform due diligence, report findings to the SBA, and take all reasonable measures necessary to recover the data, all at [Vendor Name]'s sole expense. If such data is unrecoverable, [Vendor Name] will pay all costs to remediate and correct the problems caused by or resulting from each loss or destruction of data (including, without limitation, the cost to notify third parties and to provide credit monitoring services to third parties), in addition to any other damages the SBA may be entitled to by law or this Agreement. [Vendor Name] acknowledges that failure to maintain security that results in a breach of data obtained by Vendor in the course of providing its services may subject this Agreement to the

administrative sanctions for failure to comply with Section 501.171, Florida Statutes, together with liability for any costs to the SBA of such breach of security caused by [Vendor Name].

2.4 Data Security Procedures

[Vendor Name] has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, any SBA Data obtained. [Vendor Name] shall develop data security procedures to ensure only authorized access to data and databases by [Vendor Name] 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. [Vendor Name] shall ensure that access to data and databases by [Vendor Name] Representatives will be provided on a need to know basis and will adhere to the principle of least privilege. (The principle of least privileged means giving a user account only those privileges which are essential to perform its intended function.)

2.5 Background Checks

[Vendor Name] shall confirm that their representatives (which includes [Vendor Names]'s officers, directors, employees, agents, contractors, subcontractors and consultants, including affiliates thereof) 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, [Vendor Name] shall provide to the SBA an attestation that the foregoing background checks have been completed.

2.6 Compliance

[Vendor Name] represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Contract 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).

2.7 Business Continuity Plan/ Disaster Recovery

[Vendor Name] has implemented and will maintain business continuity and disaster recovery plans designed to minimize interruptions of services and ensure recovery of systems and applications used to provide the services under this Agreement. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services, and will be tested at least annually to validate that the recovery strategies, requirements and protocols are viable and sustainable. [Vendor Name] shall provide an executive summary of such plans setting forth prioritized threats, time criticality of business functions, resources needed to successfully recover, employee training and communication, and potential costs of recovery, as well as, including an assessment of the plans' most recent test results, to the SBA upon request. In the event of a business disruption that materially impacts (or is reasonably expected to materially impact) [Vendor's Name's] provision of services under this Agreement, [Vendor Name] will promptly notify the SBA of the disruption and the steps being taken in response.

3 Systems Use

THE FOLLOWING ARE THE TERMS OF SYSTEMS USE DESCRIBED IN SECTION 2.5 ABOVE. THESE TERMS MUST BE PROVIDED TO USER PRIOR TO ACCESSING ANY SBA SYSTEM.

3.1 Ownership of Data

SBA Data is and shall remain the exclusive property of the SBA. User shall use SBA Data solely for authorized purposes under the Agreement. 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. For purposes of this Section 3, Systems Use, “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. “SBA Systems” means any of the following:

- a. Any desktop, laptop, server, or other information technology resource (whether physical or virtual) under the administration or ownership of the SBA, wherever located;
- b. All business applications, including any related data, system services and functions provided by or under the administration or ownership of the SBA. “User” means any [Vendor Name] Representative that will have access to information technology Systems of the State Board of Administration of Florida.

3.2 Nondisclosure

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.

3.3 Privacy

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.

3.4 Credentials

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. For purposes of this Section 3, Systems Use, “SBA Account” means any set of system access credentials (e.g., a user ID and password) provided by the SBA.

3.5 Copyright

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.

3.6 Anti-virus

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.

3.7 Installation

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

3.8 Authorized access

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 in performing the services specified in the Agreement.

3.9 Authorized Use

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 Systems Use Terms.

3.10 Data Security Standards

User shall comply with either the provisions of applicable SBA policies (SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential - Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. User will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard.

3.11 Violation Reporting

If User becomes aware of (or suspects there may have been) any violation of the Systems Use Terms, User shall contact the SBA Support and Office Services (“Help Desk”) at 850-413-1100 to report the situation.

3.12 Violation Penalties

User understands the Systems Use Terms. User understands that violation of the Systems Use Terms may lead to penalties imposed by U.S. state and federal laws, and/or the laws of jurisdictions outside of the U.S.

3.13 Indemnification

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 the Systems Use Terms in performing the services under the Agreement.

3.14 Public Records Compliance

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

3.15 Governing Law; Venue

The Systems Use Terms 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 the Systems Use 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.

3.16 Entire Agreement

THE SYSTEMS USE TERMS 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.