

STATE BOARD OF ADMINISTRATION (SBA)

and

22ND CENTURY TECHNOLOGIES, INC.

STATEMENT OF WORK (SOW)

FOR

**FY 2024/2025 ENHANCEMENTS AND ARCHITECTURE
IMPROVEMENTS FOR THE FLORIDA RETIREMENT SYSTEM
INVESTMENT PLAN**

This Statement of Work ("SOW" or "Statement of Work") is attached to and incorporated in Purchase Order No. _____ ("PO" or "Purchase Order") between 22nd Century Technologies, Inc. (22nd Century) and the State Board of Administration of Florida ("SBA"). This SOW sets forth the services that 22nd Century will perform under the PO (the "Services").

This Statement of Work is subject to the terms of the Purchase Order, and the State of Florida Information Technology Staff Augmentation Services Contract 80101507-23-STC-ITSA, and any amendments thereto. Any conflicts between the documents shall be resolved in the order of this Statement of Work, the PO, and the Information Technology Staff Augmentation Services Contract. The term "Parties" means the SBA and 22nd Century, and the term Contracting Officer means the SBA's contract official assigned to this Agreement.

I. Scope and Schedule of Services

This section outlines the scope and schedule of services to be provided by 22nd Century to the SBA for enhancements and architecture improvements for the Florida Retirement System (FRS) Investment Plan. 22nd Century will work with the SBA and FRS Investment Plan service providers (e.g. TekStream, GuidedChoice, Alight Solutions) to implement the required enhancements and to perform architecture improvements as outlined below.

Task #	Enhancement	Description	Level of Effort (Hours)	Due Date
1	Certificate Upgrades/Installs	Install and test new certificates associated with the MyFRS Partners (for example TekStream, Alight, Alight Financial Advisors)	25	6/30/2025
2	Advisor Service / Choice Service Enhancements	New fields or changes to existing fields on the Advisor / Choice services	80	6/30/2025
3	New Reports / Information Requests	New reports, complex queries, information requests, and other miscellaneous enhancements that require new code development and/or a significant amount of effort to generate (examples: Retiree count by age group, fatal error counts, population files for Alight Financial Advisors, complex legislative data requests)	50	6/30/2025
4	MyFRS.com Updates	Miscellaneous enhancements that may be needed as a result of the MyFRS.com website.	25	6/30/2025
Total Hours:			180	

The required software development tasks and system changes will be performed by 22nd Century. Activities in support of these efforts may include planning, requirements analysis, design, development, testing, and implementation that will be performed during the Fiscal Year 2024-2025.

II. Pricing Breakdown

The following table provides a breakdown of our Time and Materials pricing.

Task	Job Family / Job Title / Job #	Estimated Hours	Discounted Rate	Exended Price
1	Applications Development / Applications Architect / 1220	25	\$79.00	\$1,975.00
2	Applications Development / Applications Architect / 1220	50	\$79.00	\$3,950.00
3	Applications Development / Applications Architect / 1220	80	\$79.00	\$6,320.00
4	Applications Development / Applications Architect / 1220	25	\$79.00	\$1,975.00
			Total Price	\$14,220.00

III. Invoicing

22nd Century will perform the Services described in this SOW on a time and materials basis in accordance with 22nd Century's established billing policies and the proposed hourly rates provided in Section II of this document. Actual hours will be reported as part of the invoice as well as the tasks performed. The breakdown of the estimated fees per task are detailed in this section.

The following table illustrates the payment schedule breakdown.

Task Number	Enhancement	Estimated Fees
1	Certificate Upgrades / Installs	\$1,975.00
2	Advisor Service / Choice Service Enhancements	\$3,950.00
3	New Reports / Information Requests	\$6,320.00
4	MyFRS.com Updates	\$1,975.00
Totals		\$14,220.00

22nd Century will submit invoices to the SBA, Office of Defined Contribution Programs, included with a reference to the Purchase Order. If the invoice is received in good order and no supplemental information is needed to process the invoice, the SBA will remit payment within 30 days of receipt. The SBA will have 30 days from receipt of the invoice to review and, if necessary, request supplemental information or clarification from 22nd Century. Upon receipt of all requested supplemental information, if any, the SBA will have 30 days after receipt of the supplemental information to remit payment to 22nd Century. If any of the work performed by 22nd Century will

have an impact on the Division of Retirement's (Division's) IRIS System, 22nd Century shall obtain the Division's written attestation of the work performed and remit with the invoice to the SBA.

22nd Century will not incur fees in excess of \$14,220.00 without first obtaining SBA's approval, and 22nd Century will not be obligated to continue to provide the services or complete the work unless a written agreement is reached by both parties as to additional fees and expenses.

IV. Travel and Other Direct Costs (ODCs)

The price does not include cost related to travel. Should the need arise for travel-related costs during the contract, 22nd Century will obtain authorization from the SBA prior to incurring or invoicing of these costs.

Authorized and approved travel costs will be incurred and invoiced in accordance with the SBA's Guide for Professional Services Travel Reimbursement attached as Attachment 1.

V. Obligations, Staffing, and Assumptions

SBA Obligations

Upon execution of this Statement of Work, the SBA will:

- Make themselves and the FRS Investment Plan service providers available in a timely manner for meetings to assist during design, development, and testing.
- Work with 22nd Century promptly to resolve issues that may arise during design, development, testing, and implementation.
- Work with 22nd Century promptly to create a change order should additional requirements be introduced to the scope or should actions or inactions by the SBA result in a delay.

22nd Century Obligations

Upon execution of this Statement of Work, 22nd Century will:

- Provide project management in addition to leading the design, development, and testing activities.
- Issue an invoice on a monthly basis via the process described in the Section III.

Staffing

22nd Century will use commercially reasonable efforts to provide resources who have previously provided service and support to the SBA and the FRS Investment Plan. Team members will participate in design, development, and testing activities. The team members have knowledge of the FRS Investment Plan, MyFRS.com, the online services MyFRS.com provides, and the changes required as documented within this Statement of Work.

Assumptions

- If required, the Division of Retirement will provide the hardware and software infrastructure necessary to support the changes.
- Requirements, rules, policies, etc. will not vary significantly from initial definition and design.

- 22nd Century's offsite development team members will be provided secure access to the development environment (with adequate scrambles/fictitious test data), hosted by the Division of Retirement in the State Data Center and in accordance with the State Board of Administration Data Security Addendum.
- In accordance with section 448.095(5), Florida Statutes, 22nd Century shall register with and use, and shall cause any of its subcontractors to register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. 22ND Century acknowledges that SBA is subject to and 22ND Century agrees to comply with section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

VI. Data Security

The parties agree to terms set forth in Attachment 3, State Board of Administration Data Security Addendum.

VII. Limitation of Liability/Indemnification/Judicial Proceedings

Limitation of Liability. 22nd Century shall not be liable to SBA for any claims, liabilities, or expenses ("Claim") relating to this Purchase Order, or the services performed hereunder, for an aggregate amount in excess of the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the 22nd Century under the purchase order, except to the extent resulting from the gross negligence, recklessness, bad faith or intentional misconduct of 22nd Century. 22nd Century shall not be liable to SBA for any loss of use, goodwill, revenues, or profits, or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Purchase Order or the services performed hereunder. Any limitation of liability shall not apply to claims arising under the Indemnification paragraphs in this Agreement. Any limitations on liability set forth herein shall be valid only to the maximum extent permitted under Florida law.

Indemnification. 22nd Century shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the SBA, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by 22nd Century its agents, employees, partners, or subcontractors, provided, however, that 22nd Century shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the SBA. Further, 22nd Century shall fully indemnify, defend, and hold harmless the State and the SBA from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the SBA's misuse or modification of 22nd Century's products or SBA's operation or use of 22nd Century's products in a manner not contemplated by this SOW. If any product is the subject of an infringement suit, or in 22nd Century's opinion is likely to become the subject of such a suit, 22nd Century may at its sole expense procure for the SBA the right to continue using the product or to modify it to become non-infringing. If 22nd Century is not reasonably able to modify or otherwise secure the SBA the right to continue using the product, 22nd Century shall remove the product and refund the SBA the amounts paid in

excess of a reasonable rental for past use. SBA shall not be liable for any royalties. 22nd Century's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the SBA giving 22nd Century (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at 22nd Century's sole expense, and (3) reasonable assistance in defending the action at 22nd Century's sole expense. 22nd Century shall not be liable for any cost, expense, or compromise incurred or made by the State or the SBA in any legal action without 22nd Century's prior written consent, which shall not be unreasonably withheld.

Judicial Proceedings. The SBA does not agree to arbitration or any other alternative dispute resolution. Additionally, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

VIII. Termination

This Purchase Order may be terminated by either party for cause upon no less than thirty (30) calendar days-notice in writing to the other party, provided the breaching party does not cure the breach within such notice period.

IX. Intellectual Property

Upon full payment to 22nd Century under this Purchase Order, and subject to the terms and conditions contained herein, 22nd Century hereby (i) assigns to the SBA, or its successor, all rights in and to any work product created for delivery to the SBA under this Purchase Order ("Deliverables"), except to the extent they include materials, information or other intellectual property rights created prior to or independently of the performance of the services under this Purchase Order, or created by 22nd Century or its subcontractors as a tool for their use in performing the services hereunder, or any modifications or enhancements thereto and derivative works based thereon ("22nd Century IP"); and (ii) grants to the SBA the right to use perpetually and royalty free, for the SBA's business purposes, any 22nd Century IP included in the Deliverables in connection with its use of the Deliverables. Except for the foregoing license grant, 22nd Century or its licensors retain all rights in and to all 22nd Century IP.

X. Severability

If any provision of this Purchase Order or the SOW is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

XI. Transparency in Contracting

Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement, as redacted and attached hereto as Attachment 2, will be one of the agreements posted. With the exception of any information 22nd Century has specifically identified and redacted from this Agreement as set forth in Attachment 2, 22nd Century hereby agrees that the SBA is authorized to post this Agreement and a description of the contents of the Agreement on the SBA's website. In addition, the parties may from time to time during the term of the Agreement enter into one or more amendments or addenda to this Agreement. With the exception of any information 22nd Century has specifically identified and

redacted from any such amendment or addenda at the time 22nd Century delivers an executed counterpart of such to the SBA, 22nd Century hereby agrees that the SBA is authorized to post any such amendment or addendum and a description of the contents thereof on the SBA's website. 22nd Century hereby understands, acknowledges and agrees that the redaction of any such information does not mean that such redacted information is protected from disclosure pursuant to a public records request under Chapter 119, Florida Statutes, or as otherwise required by law or a court or authority of competent jurisdiction.

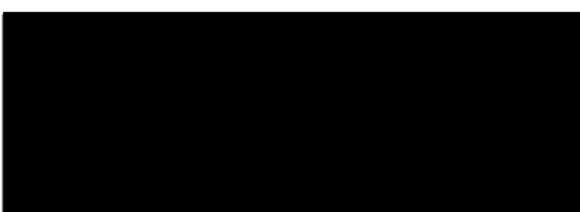
XII. Attestations

Pursuant to section 287.138, Florida Statutes, any contract between the SBA and an entity that would give access to an individual's personal identifying information must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form" attesting that the entity does not meet the criteria in section 287.138(2)(a)-(c), Florida Statutes. This form is attached as Attachment 4, and it must be submitted to the SBA when the contract is executed.

Pursuant to section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between the SBA and a nongovernmental entity, the entity must provide the SBA with an affidavit attesting that the entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes. 22nd Century will submit this affidavit to the SBA when the contract is executed.

STATE BOARD OF ADMINISTRATION OF
FLORIDA

22ND CENTURY TECHNOLOGIES, INC.



Attachment 1

GUIDE FOR PROFESSIONAL SERVICES TRAVEL REIMBURSEMENT

22nd Century shall comply with the provisions of this Guide in seeking reimbursement for travel expenses. SBA Travel Reimbursement Expense Reports for All Third-Party Travelers submitted to the Board that are not consistent with this Guide are subject to disallowance.

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 Provider. 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.

22nd Century 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 Provider chooses to use airfares other than coach, the Provider 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.

Attachment 2

This will be the Redacted Version as returned to the SBA by 22nd Century

Attachment 3

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

This Data Security Addendum (this "**Addendum**") is entered into as of the Effective Date, by and between the State Board of Administration of Florida (the "**SBA**") and 22nd Century Technologies, Inc. (the "**Contractor**") and is hereby incorporated into and made a part of the Purchase Order No. _____ (the "**Purchase Order**") by and between the SBA and the Contractor. This Data Security Addendum specifically applies to enhancements and architecture improvements conducted under this Purchase Order.

1. **Data Security; SBA Data.** The Contractor 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. The Contractor 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. The Contractor will provide immediate notice to the SBA of any known or suspected violation of any SBA policy. For purposes of this Addendum, "SBA Data" means all data accessed, created, maintained, obtained, processed, stored, or transmitted by the Contractor in the course of performing the Purchase Order and all information derived therefrom.
2. **Nondisclosure.** SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. The Contractor 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 Contractor's possession is confirmed or suspected, the Purchase Order or will promptly perform due diligence and promptly report findings to the SBA. Contractor 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 two years of 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 Purchase Order. Notwithstanding the forgoing, the Contractor shall not be required to provide more than two years of credit monitoring services for the same incident under both the Purchase Order and the contractor's agreement for services with the Department of Management Services, Division of Retirement, for the same member. The Contractor 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. The Contractor acknowledges that failure to maintain security that results in a loss or breach of SBA Data may subject the Contractor to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.
4. **Security Audits.** If SBA Data will reside in the Contractor's system, the SBA may conduct, or may request the Contractor to conduct at the Contractor's expense, an annual

network penetration test or security audit of the Contractor's system(s) on which SBA Data resides. If the term of the Purchase Order is less than a year long, the penetration test or security audit of the Contractor's system(s) on which SBA Data resides, may be exercised at any time during the term of the Purchase Order.

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 Contractor Representatives that have a legitimate business need. For purposes of this Addendum, "Contractor Representatives" means the Contractor'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, Contractor 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, the Contractor agrees to provide the Contractor 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 as set forth in section 18 of the Agreement) (the "Systems Use Agreement"). At such time as the SBA provides access to SBA technology resources, the Contractor and any Contractor Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Agreement (as defined above). Further, Contractor agrees to be responsible in the event any Contractor 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.** The Contractor shall encrypt all SBA Data, in transmission and at rest, using SBA approved encryption technologies.
7. **Indemnification.** Notwithstanding any limitation of liability, the Contractor 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 Contractor's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Addendum or the Purchase Order including, without limitation, any breach of the Systems Use Agreement as set forth in Section 5 herein.
8. **Specific security requirements.** The Contractor shall not use SBA Data except as permitted by the Purchase Order. The Contractor has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data.

9. **Back-ups.** The Contractor 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.
10. **Data Security Procedures.** The Contractor shall develop data security procedures to ensure only authorized access to data and databases by Contractor Representatives for purposes of performing the Purchase Order and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Purchase Order or the SBA. The Contractor shall ensure that access to data and databases by Contractor 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.)
11. **Ownership of Data.** The Contractor shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. The Contractor 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. The Contractor 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 the Contractor, obtained by the Contractor 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.
12. **Background Checks.** The Contractor shall ensure that Contractor Representatives assisting in the performance of the Purchase Order have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Purchase Order, before being provided access to SBA Data. Upon the SBA's request, the Contractor shall provide to the SBA an attestation that the foregoing background checks have been completed.
13. **Compliance.** The Contractor represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Purchase Order 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).
14. **Return / Destruction of SBA Data.** The Contractor 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 Purchase Order, the Contractor 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 Contractor. 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 Contractor.
15. **Subcontractor/Agents.** The Contractor shall be responsible and accountable for the acts or omissions of Contractor Representatives to the same extent it is responsible and

accountable for its own actions or omissions under this Addendum. The Contractor agrees to impose the requirements of this Addendum on all Contractor Representatives assisting in the performance of the Purchase Order, and the Contractor shall execute a written agreement with each such Contractor Representative containing equivalent terms to this Addendum.

16. Right to Audit.

- a. During the term of the Purchase Order and for a period of ten (10) years after the expiration or termination of the Purchase Order, 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 Purchase Order and/or the subject matter of the Purchase Order (the "**Records**"). In the event such right is exercised and upon no less than ten (10) business days' prior written notice by the SBA, the Contractor agrees to permit reasonable access to its premises and the Records during Contractor'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 Purchase Order and for a period of ten (10) years after the expiration or termination of the Purchase Order (or for any longer period of time that may be required by any applicable law relating to the retention of Records), the Contractor 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 Contractor's compliance with the terms of the Purchase Order, 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. The Contractor 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 Section 16 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. The Contractor shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Contractor by the SBA and/or its designees, and the Contractor shall provide a copy of all such responses to the SBA. The Contractor 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 Section 16. However, in the event, the SBA and/or its designees conclude that the Contractor overcharged the SBA or that the Contractor engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then the Contractor 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. The Contractor'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 the Contractor's additional reimbursement obligation hereunder.

17. **Public Records.** The Contractor acknowledges that SBA Data will constitute "public records" which will be subject to public access and disclosure under Chapter 119, Florida Statutes, as amended from time to time ("**Chapter 119, Florida Statutes**") unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, the Contractor shall comply with Chapter 119, Florida Statutes. In particular, the Contractor shall:

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

(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 Purchase Order and following completion of the Purchase Order if the Contractor does not transfer the records to the SBA; and

(d) Upon completion of the Purchase Order, transfer, at no cost, to the SBA all public records in the Contractor's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If the Contractor transfers all public records to the SBA upon completion of the Purchase Order, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Purchase Order, the Contractor shall meet all applicable requirements for retaining public records. The Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS PURCHASE ORDER, 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**

18. **Entire Agreement.** This Addendum and any and all exhibits, schedules and enclosures attached hereto, which are incorporated into the Addendum by this reference, constitute and embody the entire agreement and understanding of the parties 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 the parties.
19. **Governing Law; Venue.** This Addendum 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 Addendum 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.
20. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same document.
21. **Survival.** This Addendum will survive any termination or expiration of the Purchase Order and will continue in effect until all SBA Data has been returned to the SBA (if so directed by the SBA) and all SBA Data retained by the Contractor is destroyed. Notwithstanding the foregoing, the provisions of Section 16 (Right to Audit) of this Addendum will survive any termination or expiration of the Purchase Order and will continue in effect as provided therein.

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.



**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

**1801 HERMITAGE BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32308
(850) 488-4406**

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**RON DESANTIS
GOVERNOR
CHAIR**

**JIMMY PATRONIS
CHIEF FINANCIAL OFFICER**

**ASHLEY MOODY
ATTORNEY GENERAL**

**CHRIS SPENCER
EXECUTIVE DIRECTOR**

MEMORANDUM

Date: October 21, 2024

**To: Paul Groom
Deputy Executive Director**

**From: Chris Spencer
Executive Director**

Subject: Delegation of Authority

I will be out of the office from **12:00 p.m. on Monday, October 21, 2024, through 5:00 p.m. on Friday, October 25, 2024.** I hereby appoint **Paul Groom** as my designee to carry out the duties and responsibilities that have been delegated to me by the State Board of Administration/Executive Director.

Prior to carrying out these duties and responsibilities, **Paul** will consult and coordinate with Executive Service Staff and other employees of the State Board of Administration, as needed.

If, because of unforeseen circumstances, this absence from the office extends beyond **5:00 p.m. on Friday, October 25, 2024,** the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.

