



Information Insights, LLC

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Statement of Work

for

Florida State Board of Administration

Guardium Support Services

January 25, 2024

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Document ID #: 009745

Offer is valid for thirty (30) days from the date shown above.

Confidentiality Notice: This Statement of Work ("SOW") may contain non-public, confidential information and shall neither be disclosed outside of Florida State Board of Administration nor be duplicated, used or disclosed in whole or in part by Florida State Board of Administration except to evaluate the services described herein. This restriction does not limit the right to use the information contained in this SOW if it is obtained from another source without confidentiality restrictions.



1. SOW Revision History

Date	By	Description of Revision
1/25/2024	Shaun Hill	SOW Creation

2. Summary

Florida State Board of Administration (“Client”) has engaged Information Insights, LLC (“Information Insights”) to assist with Guardium support services (the “Services”).

This SOW shall be governed by the terms and conditions of the Master Services Agreement which can be found at: https://www.infoinsightsllc.com/msa/Information_Insights_MSA_Online_Version.pdf (the “Agreement”). By signing this SOW, Client agrees to be bound by the aforementioned online terms and conditions. Any third-party products, software, or subscription services applicable to the Services under this SOW are subject to the terms and conditions of the third-party manufacturer or licensor.

3. Scope of Work

The following tasks will be completed under this Agreement:

- Assist Client to perform Guardium appliance patching to most recent 11.5 release (GPU & Sniffer)
 - Resolve the “Certificate Expiration” warning – This should be resolved with patching
- Assist Client to upgrade existing Guardium agents to most recent 11.5 release (GIM & S-TAP)
- Assist Client to create and replace expiring GIM certificates
- Assist Client to create up to five (5) new Guardium reports
- Assist Client with changes to the messages template for SYSLOG formatting
- Provide mentoring and knowledge transfer for any Guardium topics of the Client’s choosing not explicitly stated above

4. Acceptance Criteria

Supplier will have fulfilled its obligations under this Agreement when any one of the following first occurs:

- Supplier accomplishes the activities described in this Statement of Work, or
- Supplier provides the number of estimated hours of services specified in the “Charges” section below, or
- Client or Supplier terminates the project in writing and in accordance with the provisions of the Master Services Agreement.

Client will accept completion of the project when responsibilities detailed in this document are completed. Changes to the activities specified in this document may result in a project change request and incur additional time or billable hours to Client. Client agrees that each activity or deliverable item is considered completed unless Client notifies Supplier in writing within 30 days of delivery.

5. Acceptance Procedure



Client shall have fourteen (14) business days from the date that work ceases in which to notify Information Insights that (i) the Services provided meet Client's satisfaction or (ii) the Services do not conform with the Scope of Work, in which event, Client shall describe the specific basis for such nonconformity. If Client indicates nonconformance, the parties shall promptly meet and use good faith to resolve the issues. If Client indicates satisfaction with the Services or does not respond within the fourteen (14) day period, this engagement shall be considered complete, and the Services accepted.

6. Exclusions

Information Insights is only responsible for completing the Services listed in the above Scope of Work. Services requested outside the Scope of Work may be subject to additional charges. The following are expressly excluded from the scope of this SOW:

- a) Agent deployment on Mainframe or Midrange Systems
- b) Configuration of Entitlement Reporting
- c) Configuration of Vulnerability Assessments
- d) Configuration of SGATE capability for blocking or redaction
- e) Configuration of Value Change Auditing
- f) Configuration of VIP monitoring
- g) Configuration of Application End User Translation
- h) Configuration of File Activity Monitoring or File Discover
- i) Deployment of unlicensed features or capacity
- j) Configuration of Advanced Workflows
- k) Classroom training on the general use and administration of Guardium
- l) Data wipe/erasure
- m) Hardware disposal
- n) Documentation outside any explicitly included within the Deliverables section herein
- o) Configuration, upgrades, or troubleshooting of third-party applications
- p) Network and/or firewall configuration

7. Client Responsibilities

Client shall be responsible for:

- a) Identifying a primary point of contact with overall responsibility for the project who will assist with managing Client's obligations under this SOW and to whom project communications can be addressed and responsibilities include:
 - o Manage Client personnel and responsibilities for this project.
 - o Serve as the interface between Supplier and all Client departments participating in the project.
 - o Administer the Project Change Control Procedure with the Supplier's Project Manager.
 - o Participate in project status meetings.
 - o Obtain and provide information, data, and decisions within three (3) working days of Supplier's request unless Client and Supplier agree in writing to a different response time.
 - o Resolve deviations from the estimated schedule, which may be caused by Client.
 - o Help resolve project issues and escalate issues within Client's organization, as necessary.
 - o Review with the Supplier's Project Manager any of Client's invoice or billing requirements.
- b) Ensuring that Client staff is available to provide any assistance Supplier reasonably requires to perform the Services in this agreement. Client will ensure that Client's staff has the appropriate skills and experience. If any of Client's staff fails to perform as required, Client will make suitable additional or alternative staff available.



- c) Providing all information and materials reasonably required to enable Supplier to provide the Services, if any. Supplier will not be liable for any loss, damage, or deficiencies in the Services, if any, arising from inaccurate, incomplete, or otherwise defective information and materials supplied by Client.
- d) Making final selection of solution and technical architectures.
- e) Providing System Administrators, who are proficient with each affected server platform, that will perform, among other tasks, agent installation guided by Supplier when installing on any production system.
- f) Supplying all prerequisite hardware, software, permissions, credentials, and system and network access to be used during the performance of the activities in this agreement. This does not include any hardware or software normally used by Supplier's staff in the performance of their day-to-day responsibilities.
- g) Client will provide Supplier access to Client's network with sufficient privileges to connect to and administer the solution. Network ports required are 22, 8443, and 8445. Any remote access method provided by Client must be reasonably suited to the work to be performed and must be dedicated for Supplier's use during the term of the agreement.
- h) Client will provide credentials with administrator and CLI permissions to Supplier for each Guardium appliance during the engagement period.
- i) Client will provide to Supplier a complete inventory of host servers to be monitored prior to the start of the engagement.
- j) Supplying timely access to Client's subject matter experts and business stakeholders as may be required for Information Insights to obtain sufficient information pertaining to the Services. Failure of Client to provide timely responses to requests for information may result in delays to the Services.
- k) Providing a safe and suitable workspace, security clearance, building access, parking accommodation, and office supplies (such as furniture, telephone, internet connectivity) for any Services performed at Client's premises. If necessary, Client shall provide a tour of Client's facility and inform the Information Insights engineer(s) of facility safety requirements.
- l) Providing sufficient access to Client's environment as necessary, including VPN access where appropriate for any Services provided remotely.
- m) Providing user ID's and passwords to be used by Information Insights engineer(s), if required.
- n) Validating that a full backup of the affected system(s) is completed prior to commencement of the Services. Information Insights cannot be held responsible for loss of data on Client's systems due to Client's failure to maintain sufficient backups.
- o) Supplying power, network availability, and environmental requirements (e.g., rack space) prior to commencement of the Services.
- p) Insuring any/all Client-owned equipment and verifying any effects to their insurance coverage/policy which may result from the Services contemplated herein.
- q) Maintaining active maintenance contracts for deployed hardware, software, and subscription services.
- r) Compliance with all applicable laws, rules and regulations pertaining to Client with respect to the Services, including any import/export laws and tax requirements.
- s) Fulfilling its obligations in this section at no charge to Information Insights.

8. Project Assumptions

- a) Estimates of calendar time to complete any or all tasks assume that database instances and listeners can be readily restarted after Guardium agents are deployed (when required according to IBM specifications)
- b) Work will be performed remotely except for any project-related activity which Supplier and Client agree would be best performed at Client's facility in Tallahassee, FL in order to complete its obligations and responsibilities under this Agreement. This activity will be billed to Client.
- c) Supplier will provide the Services under this Agreement during normal business hours, 8:30 AM to 5:00 PM, Eastern time, Monday through Friday, except holidays. If necessary, Client will provide after-hours access to Client's facilities to Supplier personnel. Consultants traveling to Client facilities from greater



than 50 miles may work hours other than those defined as normal business hours to accommodate reasonable travel schedules. When travel requires overnight stays, consultants will arrive at or before 9:00 am on Monday and depart at or after 5:00pm Thursday, with Friday reserved for remote work unless otherwise arranged with the project team in advance.

- d) Client will provide access to the Client network with sufficient privileges to connect to and administer the Guardium appliances. Network ports required are: 22, 8443, and 8445. Client will provide administrator and CLI credentials to Supplier for each appliance once the Guardium devices are connected to the network.
- e) Client will provide access to Client System Administrators, Database Administrators, Network Administrators, Security Architects, and a single point of contact for escalations and reporting as needed.
- f) Changes to this statement of work will be governed by a change control process, and any changes will be agreed to by Client and Supplier, in writing, prior to execution of activities specified in the change control document.
- g) Client is responsible for the acquisition of hardware, software, and licenses that apply to this engagement.
- h) Client understands that where services under this Agreement require participation by Client staff or where prerequisite tasks are required by Client staff in order to perform the services Supplier will invoice Client for consultant time spent waiting for Client staff to fulfill their obligations under this Agreement. Actual time spent waiting, up to a maximum of 8 hours per day, will be invoiced under these circumstances.
- i) Client shall not withhold payment to Supplier or acceptance of Supplier deliverables due to vendor software defects or lack of vendor support. If such a case arises, Supplier shall make reasonable efforts to work with the vendor to create a workaround or alternate solution unless the vendor can remediate the defect within fourteen (14) days.
- j) Any estimate given by Supplier of any charge whether for planning or any other purpose is only an estimate. As these are estimated amounts, actual charges may differ, and we may adjust the mix of hours and rates shown above, without a change to this agreement, as long as the Total Estimated Services Charges are not exceeded.
- k) Services under this SOW shall commence on a mutually agreeable date after this SOW is fully executed and Client has delivered a Purchase Order ("PO"), if required, to Information Insights.
- l) Where feasible, Services shall be provided during standard business hours, defined as Monday through Friday, 8:00am-5:00pm in Eastern time zone, excluding nationally observed holidays.
- m) Any knowledge transfer provided under this SOW does not constitute formal product training and shall not result in certifications of any kind.
- n) Services may be performed remotely, where applicable and appropriate.
- o) The pricing listed in this SOW is for the Services only and is not inclusive of any hardware, software, or subscription services costs. Client shall be responsible for payment, fees, and applicable tax pertaining to any hardware, software, and subscription services necessary for this engagement, excluding the industry-standard equipment Information Insights provides to its own engineers.
- p) Information Insights engineers are not licensed electrical contractors and, as such, all advisory information should be evaluated by appropriately licensed professionals. Any electrical advice provided is for informational/consultative purposes and is in no way intended to replace the recommendations of a licensed electrical contractor or facilities engineer.
- q) Information Insights reserves the right to use its affiliates and subcontractors in any role within this SOW as it may deem appropriate, and Client hereby consents to such use. However, Information Insights shall remain fully responsible for the acts and omissions of any affiliates and subcontractors it retains hereunder.
- r) If task assignment requires Information Insights to work directly with a third party, effort spent facilitating communication with that party is considered billable work. Information Insights cannot be responsible for the acts, omissions, or timeliness of responses from third parties, nor can Information Insights be liable



for any defects, incompatibility or performance issues resulting from any technology solutions designed by, or purchased from, a third party.

- s) Any effort associated with implementing changes to Information Insights systems to support specific Client requests is considered to be billable work and any expense associated with such a request will be handled as an additional project expense.

9. Protected Information Disclosure

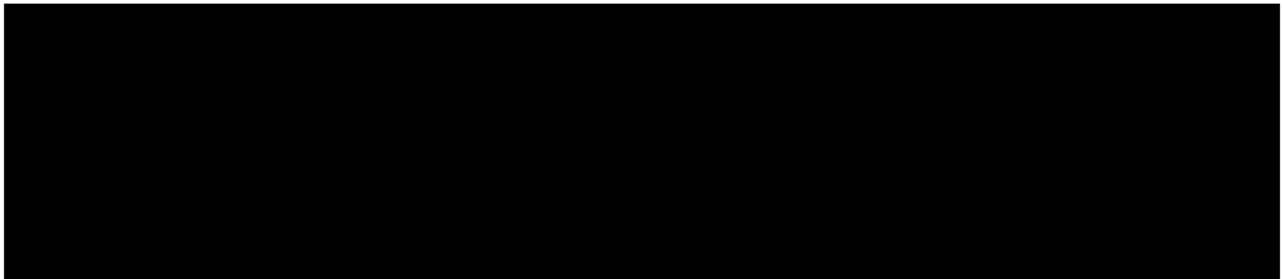
Information Insights does not expect to create, receive, maintain, store, or transmit any regulated or personally identifiable information (PII) during the course of the Services. Client agrees not to place or allow any regulated data or content within the Services that require or impose any legal or regulatory compliance by Information Insights.

10. Security Systems Disclosure

Client shall be responsible for the ongoing governance and security of their environment without limitation and shall be responsible for applying appropriate security controls required to protect and maintain their infrastructure. Client acknowledges that they are accountable for compliance with any regulations or industry standards that may be applicable to Client and may not transfer associated risk to Information Insights.

11. Pricing and Payment Terms

Time & Materials: Client is invoiced for Services time in accordance with the rate(s) and increment(s) reflected below. Actual Services time billed to Client may be greater or less than the estimate provided below, based upon additional information obtained during the course of the Services. Pricing is exclusive of, and Client shall be responsible for, applicable tax. All pricing is quoted in USD. Client shall be invoiced by Information Insights on a monthly basis. Net payment term is thirty (30) days.



- a) Services time for remote work shall be invoiced in a minimum of 1-hour increments per day; remote Services time exceeding 1 hour shall be invoiced as actuals in .25-hour increments.
- b) Services time for onsite work shall be invoiced in a minimum of 4-hour increments per day; onsite Services time exceeding 4 hours shall be invoiced as actuals in .25-hour increments.
- c) Standard business hours are defined as Monday through Friday, 8:00 am-5:00 pm in Eastern time zone, excluding nationally observed holidays. Services provided after hours or on weekends shall be invoiced at \$278/hr.

Travel Expenses

In the event onsite work is requested or required, Client will be invoiced separately for actual accumulated mileage of the assigned Information Insights resource(s) for personal vehicle use at the current IRS rate, as well as any actual out-of-pocket expenses (e.g. lodging, meals, airfare) incurred during travel for this engagement. Expenses will be itemized on the invoice. Any expense estimate provided in this SOW is an approximation for



budgetary purposes only; actual expenses may vary. Any onsite work is limited to that which can be performed within the United States of America.

Travel Time

Travel Time Definition	Travel time is the number of hours spent by a resource travelling to and from the Client location.
Local Travel Time	If the assigned resource is within 100 miles of the Client's work, travel time will not be charged to the Client.
Non-Local Travel Time	If the assigned resource is not located within 100 miles of the Client's work location, travel time will be charged at \$150.00/hr for up to 4 hours per round trip. To keep this cost to a minimum, all parties agree, on a "best-effort" basis, to schedule work during consecutive days and in full-day increments.

Trip Cancellation and Delay Charges

In the event Services must be rescheduled at no fault of Information Insights, Client shall be invoiced for any fees (e.g. airfare cancellation fees, hotel reservation cancellation fees) Information Insights incurs as a result of rescheduling the Services, in addition to the travel expenses incurred for the rescheduled onsite visit. Should Services need to be postponed at no fault of Information Insights after Information Insights engineer(s) arrive onsite as scheduled, Client shall be invoiced for actual onsite standby hours of the Information Insights engineer(s) at \$150.00/hr. Delays extending longer than eight (8) business hours may require Services to be rescheduled.

12. Project Change Procedure

The following steps provide a detailed process to follow if a change to this SOW is required:

- a) A Project Change Request (PCR) will be the vehicle for communicating the change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- b) Client's point of contact will review the proposed change with Information Insights and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR change will have on price, schedule and other terms and conditions of this SOW.
- c) The PCR must be signed by both parties prior to the implementation of the changes.

13. Term and Termination

This SOW shall be considered complete upon the earlier of the following:

- a) All tasks set forth within the Scope of Work have been provided and the Acceptance Procedure has been fulfilled.
- b) This SOW has been terminated by Information Insights or Client pursuant to the terms of the Agreement. In absence of such SOW termination provisions within the Agreement, the following shall apply:
 - i. Either party may terminate this SOW for convenience upon written notice.
 - ii. Either party may terminate this SOW upon written notice in the event the other party has failed to fulfill their material obligations as specified herein and has not cured such breach within thirty (30) days of the non-breaching party's request.
 - iii. All Services properly provided and costs incurred (e.g. travel expenses) by Information Insights up to and including the date of termination shall be due and payable.
- c) This SOW reaches its one (1) year anniversary from the last date of signature, unless the parties agree in writing to extend the term of the SOW.



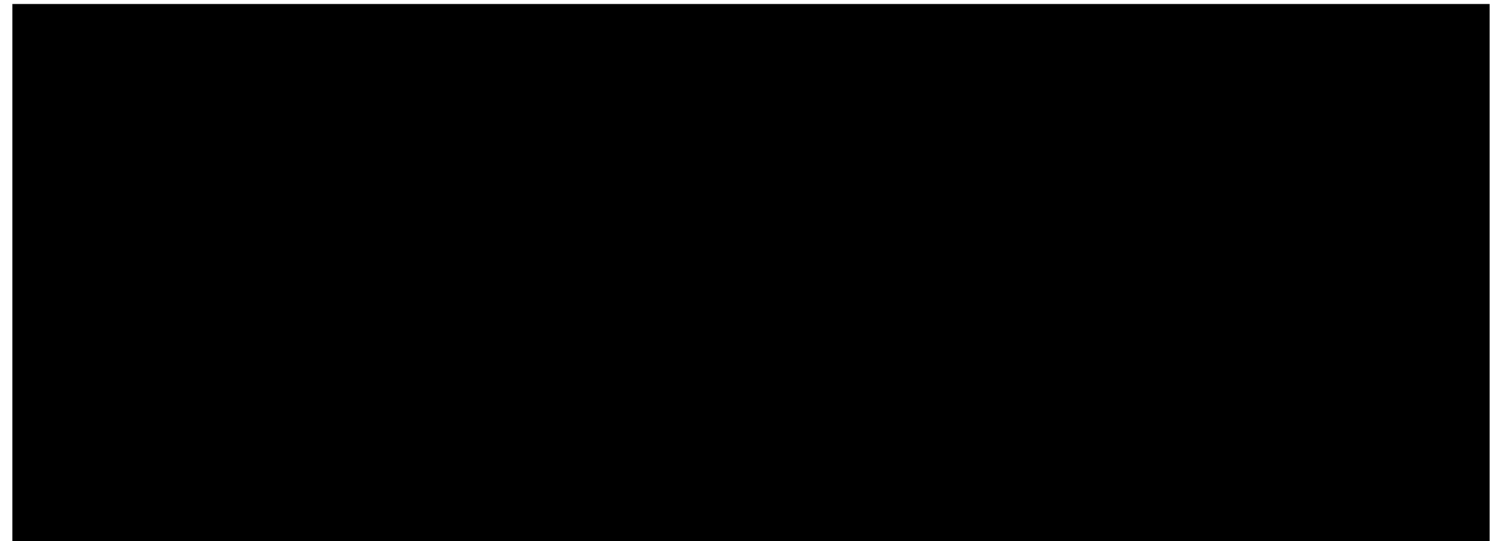
14. Acceptance

This SOW and any PCRs, shall upon execution by both parties below, together with the Agreement, constitute the complete and exclusive understanding between Information Insights and Client with respect to the Services described herein. Information Insights hereby expressly rejects all additional or different terms, including but not limited those which may be listed on Client's PO (if any). Unless and until the mutual execution of this SOW, neither party shall have any obligation to the other hereunder. The commitments, including pricing, offered by Information Insights herein are predicated on such execution prior to the expiration of the offer as designated on the cover page hereof. In the event this SOW is signed by Client after said offer expiration, Information Insights reserves the right to (i) reject the signed SOW, (ii) present an updated SOW version for Client's signature, or (iii) execute the signed SOW at its sole discretion.

The parties hereby acknowledge that they have read and accept this SOW and all attachments hereto. The undersigned further represent that they are duly authorized to sign on behalf of the respective entities.

Information Insights, LLC
382 Galleria Parkway
Suite 400
Madison, MS 39110

Florida State Board of Administration
1801 Hermitage Blvd Ste 100
Tallahassee, FL 32308-7743



ACKNOWLEDGEMENT
by Information Insights (“Information Insights”) Legal Requirements of
State Board of Administration of Florida must follow

Notwithstanding anything to the contrary in the [Statement of Work “Agreement”], the following provisions apply to the State Board of Administration of Florida (**SBA**) as an entity of the State of Florida, are incorporated by reference into the Agreement, and are agreed to by **Information Insights**.

1. The **SBA**, as an entity of the State of Florida, is prohibited from entering into indemnification agreements unless expressly authorized by law. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The **SBA** is also prohibited from entering into a limitation of remedies agreement unless otherwise authorized by law. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The **SBA** agrees to any sections on [Indemnification and Limitation of Liability] to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, **Information Insights** 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 any agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes, will prevail.

3. **IF INFORMATION INSIGHTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO INFORMATION INSIGHTS 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, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com

(The font size, bolding and text set forth above are required by s. 119.0701(2)(a), F.S.)

4. Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **Information Insights** 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. At the time of execution **Information Insights** may submit a redacted version of the agreement for these purposes.

5. In accordance with Section 448.095(5), Florida Statutes, **Information Insights** 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. **Information Insights** acknowledges that the SBA is subject to and **Information Insights** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. RESERVED.

7. 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.

Information Insights

State Board of Administration of Florida

