

STATEMENT OF WORK - 01

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1. our understanding.

This Statement of Work No. 01 (the "**SOW**") is executed and made a part of the Contract No. 80101507-23-STC-ITSA (as amended, the "**Contract**" or "**Agreement**") between Randstad North America, Inc. dba Randstad Technologies, LLC ("**Randstad**" or "**Contractor**") and the State of Florida, Department of Management Services (the "**Department**"). Capitalized terms not defined in this SOW shall have the meaning set forth in the Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of the Agreement, the Standard Clauses for SBA Contracts (attached hereto as Appendix B) (the "**SBA Terms**"), and this SOW; provided that, in the event of a conflict between the Agreement and/or the SBA Terms and this SOW, the terms of the SOW shall prevail.

The State Board of Administration of Florida-SBA ("**Customer**" or "**SBA**") currently has a Secondary Data Center (SDC) at a contracted hosting facility for the purpose of disaster recovery. The SDC houses a near identical production computing environment as the Customer Primary Data Center (PDC), providing the ability to run all business-critical applications. Data is replicated to the SDC in almost real time to provide for a seamless failover in the event of a PDC disaster; thus, the SDC acts as a 'redundant site' to the PDC. In addition, all production data housed on Customer servers is stored at both the PDC and the SDC in backup format.

Customer has identified Microsoft Azure VMWare Solution (AVS) as the preferred technology for the solution. The Customer envisions establishing a cloud-based disaster recovery 'warm site' or 'hot site' which would provide for rapid provisioning of required infrastructure and restoration of recent backups

Randstad is a Microsoft Solutions Partner and part of the Microsoft Cloud Partner Program and part of one of the largest Information Technology ("**IT**") services and staffing companies in the nation. Randstad has achieved this status by demonstrating to Microsoft that it has the resources and proven experience needed to address the complexities inherent with these types of projects.

Randstad will deliver an Azure AVS Disaster Recovery (DR) environment to the Customer. Randstad will deliver this project end to end leveraging its professional services and project management competencies.

2. solution overview and scope.

Randstad has reviewed and understands Customer's requirements.

Randstad proposes a project based engagement directly supported and led through its Cloud Services practice specialty, a sub practice within Randstad's Technology Solutions: Infrastructure Services Practice. Randstad will assign and direct practice resources (including delivery leadership, project management, and technical roles) in support of Customer's engagement.

Randstad will deliver services in phases as outlined below (hereinafter and collectively, the "**Services**"):

2.1 approach

Randstad will leverage its cloud deployment & implementation methodologies and framework which are designed to ensure a high degree of collaboration and transparency throughout the project and that the efforts between Randstad and Customer yield high-value and meaningful outcomes.

2.2 assess

Randstad shall perform the following tasks: Review current and future state business and IT needs, validate assumptions and requirements; adjust planning as required based on mutually agreed upon requirements; facilitate review sessions, document current and future goals and objectives, and capture desired intent and requirements for the following areas:

- Scope of Project - Expectations, deliverables, defining KPIs, metrics, and terms for success
- Conduct functional & non-functional requirements (NFR) sessions
 - virtual and physical servers to be replicated to the target area (Azure AVS), including their operating systems, CPUs, memory, disks and provisioned and used storage.
- Review each business application's server and resource dependencies, along with current dedicated connections to specific third party hosted solutions and current modes of replication from primary to DR.
- Change management activities/communications review
- existing infrastructure to be migrated to Azure AVS
- existing NSX network design, configurations and requirements
- Licensing
- Tenant(s) configuration
- Implementation/Provisioning tool requirements (native, or third party)
- Resilience and Disaster Recovery
- Risks, exceptions and/or limitations

2.2.1 deliverables

- Functional and Non Functional Requirements (Microsoft Word document)
- List of stakeholders and high level roles and responsibilities
- Customer acceptance criteria definition/outline

2.3 plan and design

This phase includes development of high level and low level design aligned to the architectural requirement. Randstad will develop a detailed implementation plan including dependencies between tasks and key milestones. At the conclusion of each, a review with Microsoft Engineers will be conducted for validation and/or feedback.

Randstad will develop a high-level design specification. The design is intended to address the approach and technical decisions required to support the requirements as reviewed, validated, and/or revised during discovery as follows:

- Identify AVS tenant build and configuration approach and location(s), access, and hardware specifications
- Review and finalize bill of goods (software, licenses, agents, drivers, firmware, operating system (Windows 11), etc.)
- Conduct design and planning workshops:
 - Identify Azure landing zone components, including:
 - subscriptions

- network topology
- security configuration
- management and governance model
- naming conventions
- Plan for authentication and authorization to the AVS environment including conditional access policies
- Plan for alerting and monitoring of the AVS environment
- explore leveraging NSX to stretch the Customer network to its Azure tenant to simplify configuration and administration.
- Create an AVS design document based on the outcomes of the design workshops
- Draft the AVS build and DR test plan and approach

2.3.1 deliverables

- High-level and low level build design specification (Microsoft Word document)
- Implementation and deployment approach/outline/timeline
- Customer acceptance criteria definition/outline
- Microsoft engineering review and approval (if required)

2.4 build

Randstad will implement the build design, as defined in the NFR, and perform the required implementation and configurations.

This phase includes Azure cloud foundation build along with all configurations as per agreed implementation plan. Additionally, disaster recovery plans and automation runbooks will be developed to support the recovery processes. Randstad will leverage Microsoft available services (when required) to assist in any issues or validations.

Randstad will perform the following:

- Configure Azure landing zone (tenant) elements necessary to support the AVS design
- Create documentation, runbook including details of tenant configuration and replication configuration between PDC and Azure AVS
- Create or update disaster recovery (DR) plan document including failover to Azure AVS and failback to PDC process

2.4.1 deliverables

- Customer acceptance documentation
 - Production ready environment
- Revised design specification(s) (as required)
- Updates to NFR (as required)
- AVS tenant build configuration documentation
- Updated DR plan document

2.5 test

This phase includes successful verification of a mutually agreeable IT system/business replication, and a test failover to a working environment as would occur during an actual disaster. The goal of testing will be to ensure that all aspects and goals of Customer's DR strategy and the detailed implementation plan have been met on a non-production workload.

Randstad will perform the following:

- Identify candidate IT system to test Azure AVS functionality
- Setup replication and initiate failover mechanism for the identified system
- Monitor the failover progress and address any encountered issues.
- Validate the successful failover and failback process of test system

2.5.1 deliverables

- Customer acceptance of identified test system
- Finalized AVS configuration and runbook documentation for test system

2.6 full disaster recovery exercise

Randstad will collaborate with the Customer in conducting a Full DR exercise (events will be a failover exercise and a failback exercise). This will be an approximately 2-week exercise and includes providing technical escalation support to the Customer to enable:

- Failover and testing of all production servers/applications over a weekend
- Five days of the Customer's employees using cloud hosted environment to accomplish job duties during normal business hours (Monday through Friday, 8 am to 6 pm ET)
- Failback of all production systems to the PDC on the subsequent weekend
- Above mentioned duration (2 weeks) is estimated inclusive of escalation and hypercare support

2.6.1 deliverables

- Customer acceptance of full DR exercise
- Finalized AVS configuration and runbook documentation

2.7 transition & close

At the conclusion of the project a final knowledge transfer session will occur with the Customer's staff responsible for the ongoing administration of the environment, and a final project deliverable will be provided to the Customer for authorization.

2.7.1 deliverables

- Project summation report
 - Final 'As built'

- Lessons learned summary

3. deliverable acceptance criteria.

Acceptance criteria for deliverables will be defined at the commencement of specific deliverable development activities, and agreed upon by Customer and Randstad, prior to Randstad starting the development of the specific deliverable.

At the completion of each deliverable, Customer will evaluate the deliverable according to the agreed upon acceptance criteria and provide Randstad with formal acceptance or reasons for non-acceptance.

Review of and provision of feedback on deliverables will be serviced in a timely manner, and in any event within five (5) business days. In the event this timescale is exceeded, Randstad will assume that such deliverable has been accepted by Customer and proceed accordingly.

4. scope assumptions and exclusions.

The following assumptions or clarifications have been taken into consideration in developing this SOW:

1. Customer to provide valid licensing, Azure subscription for target state environment
2. Any configuration, troubleshooting, or integration of third party systems (if any) will be performed by the client
3. Customer will be responsible for providing their Microsoft account representative contact information. Contractor to coordinate with Microsoft for engineering reviews (if required).
4. Test phase will include mutually agreeable IT system we can test over a weekend

5. engagement management.

Randstad will utilize the formal Project Management structure to deliver all the phases of the engagement. All deployment activities will report to a single Customer PM, supported by a Randstad PM to manage the staff and services activities of this engagement.

5.1 project management responsibilities.

The Randstad PM will coordinate for all Randstad-delivered aspects of engagement management. Overall Randstad PM responsibilities include the following:

- Provide the necessary management, coordination, scheduling, and administrative assistance to the Customer in order to provide the services defined in this SOW.
- Hold virtual meetings with the Customer on a regular basis to help ensure effective communications and to help ensure the identification and resolution of issues.
- Work closely with the Customer to determine the impact and cause of schedule changes, and to support the communication of these changes to Customer stakeholders in a timely manner.
- Capture open issues and coordinating and scheduling resources required to resolve any issues from the installations.
- Bear responsibility for the primary communication with the client team and overall project performance.
- Manage and communicate Randstad's project / resource schedule.
- Participate in all requisite calls, coordinate resources, coordinate on-site activities.
- Manage and mitigate risk identified in the delivery of defined services.



5.2 engagement oversight.

A Randstad Delivery Director will oversee the engagement. The Delivery Director has a primary responsibility of assuring that the engagement meets Customer's requirements, including satisfaction with Randstad as a vendor. The Delivery Director will achieve this goal through regular discussion with the project team, review of deliverables, and communications with Customer at the commencement, throughout, and at the conclusion of the engagement. The purpose of this is to discuss the status of the engagement, acceptance of the final deliverable, changes in scope, plans, the level of satisfaction, and any other key issues.

6. services locations.

Services will be provided from work from home resources and/or onsite at a Randstad delivery center, from within the United States.

7. project schedule.

The term of this SOW shall commence as of the last signature date (the "**Effective Date**"), and shall continue for a period of twelve (12) months unless sooner terminated in accordance with the SOW or the Agreement (the "**Term**"). Either party may terminate this SOW for any reason with at least thirty (30) days' prior written notice.

In the event that Customer terminates the Services, Randstad will generate an invoice and Customer will compensate Contractor for the work performed to date, and not yet invoiced, plus any reasonable work effort required to package and deliver any deliverables or property due to Customer.

Randstad and Customer agree and acknowledge that this SOW represents a good faith effort to identify the services and deliverables to be supported by the scope of work constituting the Services. If during the term of this SOW, Customer requires additional support and/or the scope of work to be expanded, both parties will follow the current Change Management procedures to amend this SOW, or cause a new SOW to be executed.

Services are expected to begin within two (2) weeks from the Effective Date and will run coterminous with the Term. The project schedule is noted in the table below:

Phase	Number of Weeks
Assess	2
Plan and Design	2
Build	4
Test	1

Full DR Exercise	2
Transition and Close	1

8. technology.

Randstad shall provide each Randstad personnel with a laptop. Customer shall provide Randstad and Randstad personnel with all necessary hardware, software and access to deliver the Services including a means for allowing secure remote access. Customer will follow "least privilege" access principles in provisioning access to Randstad personnel. For Randstad service delivery that requires administrative access, screen sharing working sessions (preferably Microsoft Teams meetings) will be used with a designated Customer engineer logged in with the required access and Randstad personnel providing guidance and education. Customer shall ensure Randstad's personnel are appropriately accessing Customer's network and systems and ensure Randstad is provided updated documentation as it relates to any changes regarding aforementioned security protocols as deemed appropriate.

9. customer responsibilities.

Customer hereby agrees to undertake the following, and understands that failure to do so may impact the engagement's timeline and estimated effort and fee cost:

1. Designate a Project Manager who will be responsible for the Customer side governance of this project
2. During the Assess phase, the Customer will provide relevant mature and well documented cloud, infrastructure, security and network environment for Randstad's consumption
3. Maintain a proactive data backup procedure and will perform necessary data backups of the environment prior to any changes within the environment occurring. Randstad is not responsible for any data loss or consequences of lost data due to any factors, including but not limited to, server outages, software failures, hard drive bad sector areas, network outages or backup failures.
4. Provide Randstad personnel with the necessary access to Customer systems, offices, computing facilities and applications, with security clearance, in order for them to complete the engagement, in accordance with the details in Section 8 of this SOW. Such access will be available at the commencement of the engagement.
5. Provide a means for allowing secure remote access to required systems for assigned Randstad resource(s) to carry out the above tasks in accordance with the details in Section 8 of this SOW.
6. Designate a Project Sponsor.
7. Provide all required data regarding technical and business environments and business processes to Randstad's consultants.
8. Provide access to the appropriate Subject Matter Experts ("SMEs"), systems, tools, and processes.

9. Support the scheduling of weekly project progress review meetings as required to monitor the progress of the project.
10. Acquire, at Customer expense, platform, end user, or third party tools (e.g., Microsoft licensing/subscriptions, etc.)
11. Shall maintain and implement current security protocols to ensure Randstad's personnel are appropriately accessing Customer's network and systems to deliver the Services and ensure Randstad is provided updated documentation as it relates to any changes regarding aforementioned security protocols as deemed appropriate.
12. Ensure Randstad's resources will not have access to and will not be required to handle Protected Health Information (PHI), financial information and/or Personally Identifiable Information (PII) in the course of performing day to day tasks.
13. Ensure that the scope of work of this SOW will not be communicated, shared, or used to for the purpose of benefiting any entity either directly or indirectly that is subject to global sanctions; and in the event it is, shall provide Randstad with prompt notice thereof.
14. Confirms/represents that the provision of services by, and payment by Customer to, Randstad shall not result in any breach of any trade, economic or financial sanctions laws or regulations.
15. Comply with all federal, state, and local laws, rules, regulations, ordinances, orders and directions applicable to it and its use of Randstad personnel.

10. change order process.

Randstad recognizes that the dynamic nature of project circumstances may require material changes in the scope of the work or service delivery parameters described herein. Requests for such changes may be initiated by either Randstad or Customer.

A Change Request document will be completed by the requesting Party, describing the nature of the change, the reason for the change, and the anticipated effect the change will have on the scope of work, Randstad resources and delivery schedule.

The designated project manager of the requesting Party will review the proposed change with his/her counterpart. Both Parties will evaluate and negotiate in good faith the changes to be made and the additional charges or billing arrangements, if any, to implement them. The Change Request as negotiated will be signed by authorized representatives of Randstad and Customer, fully executing the resulting approved Change Order. Customer will have the final determination as to which scope changes should be completed by Randstad and which should be postponed to a later date or altogether dismissed. Until such time as the Parties execute the Change Order, Randstad shall be under no obligation to perform the change(s) described in the Change Order. Upon execution, the approved Change Order will be incorporated into, and made a part of, this scope of work and previously approved pertinent Change Orders.

11. solution pricing.

Randstad estimates the costs and resource requirements to be provided on a fixed fee and milestone basis using the invoicing schedule detailed below:

Milestone Phase	Estimated Fee Cost
Assess	\$15,840
Plan and Design	\$14,977
Build	\$42,272
Test	\$14,844
Full DR Exercise	\$14,692
Transition and Close	\$3,546
Total Fee Cost	\$106,171

- Travel and expenses are not expected and are therefore excluded. Any travel requested by Customer will be agreed to by both Parties.
- Randstad shall invoice Customer at the completion of each phase and acceptance of deliverables by Customer in accordance with Section 3 above, at the applicable fixed fee rates in accordance with the above table.

11.1 pricing assumptions.

The following assumptions have been made in developing this SOW, including the estimates provided herein. If any of the assumptions prove to be invalid, or further assumptions are required, Randstad reserves the right to revise the content of this document and the associated estimates.

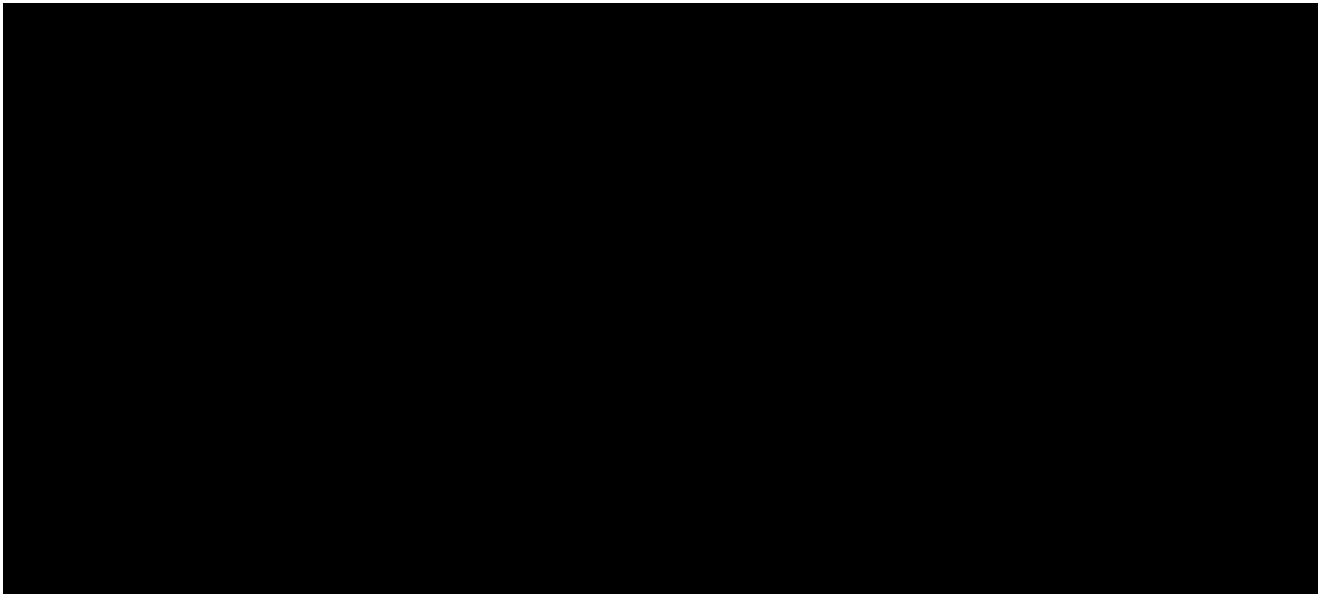
1. A project kick-off meeting will occur prior to the project start date. Additional responsibilities from Customer may be identified at that meeting (e.g., site plans, areas of investigation, requirements changes, etc.), and may affect project timeline or pricing.
2. Adjustments in effort and associated fee costs may be required due to refinement of requirements, an increase or decrease expected installation times, changes (increase or decreases) that Customer may authorize in connection with the scope of work, delays resulting from unanticipated causes, or for other reasons.
3. All the designated Customer provided engineers will have the required availability, required access and skillsets to not impede Randstad's service delivery to deliver this project.
4. Randstad is not a license reseller. Randstad's pricing does not include subscription or licensing fees of any kind nor does it include the fees associated with third party tools.
5. The general daily working schedule will follow the local region's standard business practices, Mondays through Fridays. No overtime, weekend or holiday work is anticipated at this time. Any other deviation must be mutually agreed between Customer and Randstad. Overtime, weekend and holiday work will be billed in accordance with Federal, state and local labor laws.
6. All hours of approved overtime will be paid by Customer in accordance with applicable law, and will be billed to Customer at the personnel's applicable bill rate for each hour worked times the legally required overtime multiplier that Randstad must apply to such personnel's rate of pay (e.g., Randstad would bill Customer at one and one-half times (1.5x) the applicable bill rate for each overtime hour worked (or at two times (2x) the applicable bill rate for each overtime hour worked if such worked hour is subject to double time for such overtime hour). Overtime (and double time, if applicable) is defined by the requirements of local, state and federal law. The Parties agree that any holiday time will be billed at two times (2x) the Hourly Fee Rate.
7. Randstad reserves the right to reconsider and change delivery locations and/or pricing for services should local market conditions create a substantially negative impact to costing or

delivery of services. In such cases, this will be negotiated through the change order process described in section 10 of this SOW. Such conditions can include, but will not be limited to, government regulations, taxes, or labor market conditions. In such cases, Randstad will enact commercially reasonable steps to identify alternative countries or regions within Randstad's portfolio of countries supported directly or indirectly through Randstad's partners and/or affiliates.

8. Randstad may leverage its affiliate ("**Randstad Affiliate**") or a trusted partner to deliver the services.
9. Randstad will convene a Project Closure Meeting (via conference call), at the conclusion of services delivery, to ensure both parties are in agreement that the Services have been completed, that issues have been addressed, and that any follow-on activities by either party are understood.
10. All terms and conditions of the Agreement prevail except when services are delivered in a country other than the United States for which local laws and customs, to the extent they differ, shall prevail.
11. Taxes are not included in the above fee costs. Customer is responsible for any and all invoice withholding, VAT, excise, sales taxes, as applicable.

signature.

By signing below, the Parties hereto cause this SOW to be made a part of, and incorporated within, the aforesaid Agreement, as of the Effective Date.



Appendix A

The Customer SOW embedded below is provided for informational purposes only.



Scope of Services -
Cloud DR 04292025.c

CLOUD DISASTER RECOVERY - SCOPE OF SERVICES

A. Overview

The SBA currently has a Secondary Data Center (SDC) at a contracted hosting facility for the purpose of disaster recovery. The SDC houses a near identical production computing environment as the SBA Primary Data Center (PDC), providing the ability to run all business-critical applications. Data is replicated to the SDC in almost real time to provide for a seamless failover in the event of a PDC disaster; thus, the SDC acts as a ‘redundant site’ to the PDC. In addition, all production data housed on SBA servers is stored at both the PDC and the SDC in backup format.

The SBA is standardized on VMWare for virtualization. There are currently 50 virtual production servers on physical VMWare ESXi-8.0.3 hosts. The majority (45) of the virtual servers run supported versions of the MS Windows Server operating system. The remaining servers (5) run the Linux operating system.

We have completed fact-finding activities in pursuit of a cloud-based Disaster Recovery (DR) solution for activation that would replace our current physical SDC. Through that process, we have identified Microsoft Azure VMWare as the preferred technology for the solution. The SBA envisions establishing a cloud-based disaster recovery ‘warm site’ or ‘hot site’ which would provide for rapid provisioning of required infrastructure and restoration of recent backups within a matter of hours, ideally four hours maximum. The location of the warm site must be in the United States outside of the southeast region and a minimum of 500 miles away from Tallahassee, FL. The SBA is in the final stages of establishing a 10G circuit from the SBA PDC to our Microsoft Azure tenant (US East 2).

During the design phase of the solution, the SBA wants to explore leveraging NSX to stretch the SBA network to our Azure tenant to simplify configuration and administration. We seek the vendor’s prior experience with this approach to inform the SBA on both its advantages and disadvantages, along with techniques to mitigate any identified disadvantages.

B. High Level Objectives

- Virtual Server replication
- Hosted disaster recovery in a highly secure environment
- Documented run book before a disaster occurs.
- Recovery of all critical systems and applications to any point in time (based on replication frequency and retention)
- Seamless scaling as data requirements grow.
- Annual scheduled full DR test exercises. Exercises last for seven calendar days and include:
 - Failover and testing of all production servers/applications over a weekend.
 - Five days of SBA employees using the cloud hosted environment to accomplish job duties during normal business hours (Monday through Friday, 8 am to 6 pm)
- Failback of all production systems to the SBA PDC on the subsequent weekend
- Training and user documentation for SBA IT staff
- Fully orchestrated and automated recovery delivering a Recovery Time Objective (RTO) of

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less than 12 hours including testing and validation of the restored systems and Recovery Point Objective (RPO) of 15 minutes or less using industry standard backup and replication technologies.

C. Proposed Solution Minimum Requirements

- The disaster recovery environment must be hosted in the cloud and be in a geographically distant region from Florida, i.e. it should not be located in the southeastern United States
- The proposed solution must offer Remote VPN services to roaming / mobile users to connect to the DR site securely over public internet (IP VPN)
- Technical support personnel are accessible by means of phone support and email messaging.
- Advanced system security, monitoring & management
- The solution must be scalable over time.
- RPO monitoring, reporting and events analytics for the solution should be available.
- Solution is configured on fully supported world-class systems and equipment operating in System and Organization Controls for Service Organizations SSAE-18 / SOC 2 Type 2 level compliant facilities.
- Solution environment is configured to the highest standards of information security including currency of hardware and operating systems, firewalling, content filtering, and intrusion prevention.
- Solution environment provides distributed denial of service detection.
- Services provided are to be backed by high QOS (Quality of Service) / SLA (Service Level Agreement)
- Solution environment provides redundancy to an alternate data center in a location at least 500 miles from Tallahassee, FL
- The selected Vendor will provide an end-to-end working solution including the DR infrastructure in a cloud environment with DR drill and management.

Appendix B

1. 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. Randstad 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

Randstad 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 Randstad shall give the SBA prompt written notice and Randstad 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. COUNTERPARTS

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

1.4. FRAUD HOTLINE

The SBA maintains a fraud hotline at (888) 876-7548 to encourage individuals to report suspected SBA-related fraud, theft, or financial misconduct on an anonymous basis. Within 30 days following the effective date of this Agreement, Randstad agrees to communicate this hotline information to those of its employees that are responsible for providing services under this contract. Randstad also agrees to re-communicate this hotline information at the request of the SBA.

1.5. 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.

1.6. INDEMNIFICATION

Randstad 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 Randstad's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of the Agreement.

1.7. SUBCONTRACTOR/AGENTS

Randstad shall be responsible and accountable for the acts or omissions of Randstad Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Agreement. Randstad agrees to impose the requirements of this Agreement on all Randstad Representatives, which includes Randstad's officers, directors, employees, agents, contractors, subcontractors and consultants, including affiliates thereof assisting in the performance of the Agreement, and Randstad shall execute a written agreement with each such Randstad Representative containing equivalent terms to this Agreement.

1.8. 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, Randstad agrees to permit reasonable access to its premises and the Records during Randstad’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), Randstad 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 Right to Audit section shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA’s or the SBA designee’s reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Right to Audit section may include, without limitation, Randstad’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. Randstad 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. Randstad shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to Randstad by the SBA and/or its designees, and Randstad shall provide a copy of all such responses to the SBA. Randstad 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 Randstad overcharged the SBA or that Randstad engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then Randstad 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. Randstad’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 Randstad’s additional reimbursement obligation hereunder.



1.9. **PUBLIC RECORDS**

Notwithstanding any provision in this agreement between the parties, Randstad 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, Randstad shall comply with Chapter 119, Florida Statutes. In particular, Randstad 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 Randstad does not transfer the records to the SBA; and
- d. Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in Randstad's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If Randstad transfers all public records to the SBA upon completion of the Agreement, Randstad shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Randstad keeps and maintains public records upon completion of the Agreement, Randstad shall meet all applicable requirements for retaining public records. Randstad 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 RANDSTAD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RANDSTAD'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
SBACONTRACTS_DL@SBAFLA.COM**

1.10. **E-VERIFY**

In accordance with section 448.095(5), Florida Statutes, Randstad 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. Randstad acknowledges that SBA is subject to and Randstad 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

Randstad 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. Randstad will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard.

2.2. NONDISCLOSURE

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

2.3. LOSS OR BREACH OF DATA

Randstad 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. In the event of loss or destruction of any SBA Data where such loss or destruction is due to the fault or negligence of Randstad, Randstad shall be responsible for recreating such lost or destroyed data in the manner and on the schedule set by the SBA, at Randstad’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, Randstad will perform due diligence, report findings to the SBA, and take all reasonable measures necessary to recover the data, all at Randstad’s sole expense. If such data is unrecoverable, Randstad 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. Randstad acknowledges that failure to maintain security that results in a breach of data 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 Randstad.

2.4. SECURITY AUDITS

If SBA Data will reside in Randstad’s system, the SBA may conduct, or may request Randstad to conduct at Randstad’s expense, an annual network penetration test or security audit of Randstad’s system(s) on which SBA Data resides. If the term of the Agreement is less than a year long, the penetration test or security audit of Randstad’s system(s) on which SBA Data resides, may be exercised at any time during the term of the Agreement.

2.5. 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 Randstad Representatives that have a legitimate business need. For purposes of this Addendum, “Randstad Representatives” means Randstad’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, Randstad 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, Randstad agrees to provide the Randstad Representative a written copy of the SBA’s Systems Use Terms as defined in Section 3 (which may be amended by the SBA from time to time in the SBA’s sole discretion upon providing notice to Randstad) (the “Systems Use Terms”). At such time as the SBA provides access to SBA technology resources,



Randstad and any Randstad Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Terms (as defined above). Further, Randstad agrees to be responsible in the event any Randstad Representatives breach any of the terms set forth in Section 3. Remote connections are subject to detailed monitoring as deemed appropriate by the SBA.

2.6. **ENCRYPTION**

Randstad shall encrypt all SBA Data, in transmission and at rest, using an SBA approved encryption technology.

2.7. **BACK-UPS**

Randstad shall maintain and secure adequate back-ups of all documentation and programs utilized to process or access SBA Data.

2.8. **DATA SECURITY PROCEDURES**

Randstad has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data. Randstad shall develop data security procedures to ensure only authorized access to data and databases by Randstad 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. Randstad shall ensure that access to data and databases by Randstad 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.)

2.9. **OWNERSHIP OF DATA**

Randstad shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. Randstad 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. Randstad 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 Randstad, obtained by Randstad 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.

2.10. **BACKGROUND CHECKS**

Randstad 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, Randstad shall provide to the SBA an attestation that the foregoing background checks have been completed.

2.11. **COMPLIANCE**

Randstad 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 compliant 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).

2.12. **RETURN/DESTRUCTION OF SBA DATA**

Randstad shall not at any time destroy any SBA Data without the prior written consent of the SBA. If requested by the SBA, within 30 days of the completion, termination or expiration of the Agreement, Randstad will transfer SBA data to the SBA (if so directed by the Agreement), or, unless otherwise required by any applicable law (including, for the avoidance of doubt, Florida's record retention laws), destroy all SBA data possessed by Randstad. Randstad 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 Randstad. Notwithstanding the foregoing, Randstad may,



in accordance with applicable legal, disaster recovery and professional requirements, store copies of SBA Data in an archival format which may not be immediately returned or destroyed but which would remain subject to the confidentiality obligations set forth in the Agreement.

2.13. **BUSINESS CONTINUITY PLAN/DISASTER RECOVERY**

Randstad 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. Randstad 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) Randstad's provision of services under this Agreement, Randstad 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. 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 Randstad 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.

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.

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.

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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.

AFFIDAVIT

I, Scott Beyea, hereby declare, under penalty of perjury, as follows:

1. I am the Associate General Counsel
for Randstad Digital Legal at Randstad North America ("Company").
2. I submit this Affidavit pursuant to Section 787.06(13), Florida Statutes, in connection with a contract between the Company and the Florida State Board of Administration.
3. Section 787.06(13), Florida Statutes, requires a nongovernmental entity executing, renewing, or extending a contract with a governmental entity to provide the governmental entity with an affidavit signed by an officer or representative of the nongovernmental entity attesting under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined by Section 787.06, Florida Statutes.
4. As used herein, "coercion" means:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.
5. As used herein, "labor" means work of economic or financial value.
6. As used herein, "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
7. The Company does not use coercion for labor or services as those terms are defined herein and by Section 787.06, Florida Statutes.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge and belief.

EXECUTED this 10th day of July, 2025 in Atlanta, GA.

