Title: Cybersecurity Services

Issuer: Florida Prepaid College Board

RFQ Number: RFQ 24-01

Issue Date	February 12, 2024
Written Request for Clarification Deadline	February 26, 2024 - 12:00PM (ET)
Written Request for Clarification Response	March 4, 2024
Response Deadline	March 29, 2024 - 12:00PM (ET)
Anticipated Contract Effective Date	July 2024

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1. INTRODUCTION

The Florida Prepaid College Board (Board) is soliciting responses from qualified Respondent(s) to gain access to a U.S. based organization to provide cybersecurity advisory services including, but not limited to strategy, vendor risk assessment, awareness and training, and incident response preparation.

ABOUT THE FLORIDA PREPAID COLLEGE BOARD

Background

Established in 1987, the Board is a separate state agency administratively housed within the State Board of Administration (SBA). There are seven Board members:

- Three members appointed by the Governor (three-year terms)
- The Attorney General, or its designee
- The Chief Financial Officer, or its designee
- The Chancellor of the State University System
- The Chancellor of the Division of Florida Colleges

The Board administers two Qualified Tuition Programs for the State of Florida pursuant to Section 529 of the Internal Revenue Code: the Stanley G. Tate Florida Prepaid College (Prepaid) Program and the Florida 529 Savings (Savings) Program. The Prepaid Program allows Florida families to prepay the cost of in-state tuition, required fees, and dormitory housing at a price lower than the projected future cost of college in Florida. The Savings Program allows Florida families to invest for higher education expenses.

The Board also oversees two direct-support organizations – The Florida Prepaid College Foundation (Foundation) and Florida ABLE Inc., d/b/a ABLE United (ABLE).

For more information about the Board, Prepaid, and Savings, please visit <u>MyFloridaPrepaid.com</u>. For more information about the Foundation, please visit <u>FloridaPrepaidCollegeFoundation.com</u>. For more information about ABLE, please visit <u>ABLEUnited.com</u>.

Business Process Outsourcing

Based on Florida Statutes and operational strategy, the Board has elected to outsource most business processes through competitive procurement. The Board contracts with more than 20 service providers, including records administration, investment consulting, custodian/trustee services, and investment management for Prepaid, Savings, and ABLE. Day-to-day oversight of the Board and its Programs are performed by a full-time staff of 20 positions.

PROCUREMENT OBJECTIVE

This Request for Quote (RFQ) has been issued by the Board, pursuant to Section 287.057, Florida Statutes, to obtain written offers for services (Responses) from qualified firms (Respondents) to provide cyber security advisory services.

The Board seeks a Respondent to be a partner to advise on cybersecurity strategy, identify cybersecurity risks, provide cybersecurity advisory recommendations, implement cybersecurity advisory initiatives, and provide executive and staff cybersecurity awareness communications.

The successful Respondent must have exceptional credentials and long-term experience related to the required services. To be considered, each Respondent must meet the standards and requirements set forth in Section

1.03, Minimum Qualifications for Respondents. Failure to comply with these requirements may be sufficient cause to reject the response without further consideration.

See Section 3.01 for a detailed description of Services required.

The Board intends to enter a contract with one Respondent. The contract will be finalized during the Negotiation Period. The contract between the Board and selected Respondent will incorporate the RFQ and its specifications, written questions from Respondents with answers by the Board, and the response to this RFQ provided by the selected Respondent.

MINIMUM QUALIFICATIONS FOR RESPONDENTS

Respondents must affirmatively state, in writing, that:

- 1. The Respondent has a minimum of five years' experience providing cybersecurity advisory services, to either federal, state or local governments or financial services related customers.
- 2. The Respondent has their principal place of business and corporate charter located and registered in the United States.
- 3. The Respondent agrees to provide the services and agrees to all other requirements as stated in the RFQ.
- 4. The Respondent will agree to propose project resources that are U.S. based.

Any Respondent that does not satisfy the minimum criteria herein shall be rejected.

PREFERRED QUALIFICATIONS FOR RESPONDENTS

Respondents must affirmatively state, in writing, whether:

- 1. The Respondent has experience providing cybersecurity advisory services to financial services organizations that provide transactional payment, investment, and savings account management, 529 programs or educational institution payment services.
- 2. The Respondent has experience providing cybersecurity advisory services related to use of Salesforce platform including Financial Services Cloud, Experience Cloud, Marketing Cloud, MuleSoft or other Salesforce products as enterprise transactional systems.
- 3. The Respondent has experience providing cybersecurity services to State or Federal public sector clients.

2. SCHEDULE AND COMMUNICATIONS

SCHEDULE

The following schedule is set forth for informational and planning purposes. The Board reserves the right to modify this schedule as necessary to effectively administer this procurement.

Action	Date & Time	Location
Issue Date	February 12, 2024	
Written Request for Clarification Deadline	February 26, 2024 12:00PM (ET)	ITNinfo.Prepaid@MyFloridaPrepaid.com
Written Request for Clarification Response	March 4, 2024	
Response Deadline	March 29, 2024 12:00PM (ET)	ITNinfo.Prepaid@MyFloridaPrepaid.com

Response Opening*	March 29, 2024 2:00PM (ET)	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Evaluator Scoring Validation*	April, 2024	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Negotiation Period	April/May 2024	
Negotiation Vote*	April/May 2024	1801 Hermitage Blvd., Suite 210 Tallahassee, FL 32308
Notice of Intended Award	April/May 2024	
Anticipated Contract Effective Date	July 2024	

* Indicates public meeting. Notice of public meetings will be posted in the Florida Administrative Register (FAR).

OFFICIAL NOTICES

All notices, addenda, revisions, decisions, intended decisions, and other information relating to this procurement will be electronically posted on the State of Florida Vendor Information Portal (VIP) website. The Respondent is responsible for monitoring VIP. The Board does not guarantee information obtained from other sources.

 Please visit: https://vendor.myfloridamarketplace.com/

 Agency:
 State Board of Administration

 Title:
 RFQ 24-01

COMMUNICATIONS AND RESTRICTIONS THEREOF

In accordance with Section 287.057, Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Response. Communications and questions should be directed to the procurement officer as directed below:

RFQ Administrator Email: <u>ITNinfo.Prepaid@MyFloridaPrepaid.com</u>

The Board is the only entity authorized to issue news releases relating to this procurement and any resulting contract.

3. DESCRIPTION OF SERVICES

SERVICES

The Respondent(s) selected will provide required cybersecurity advisory services for the Board and provide valueadded services that may be used by the Board in the future.

Cybersecurity Strategy and Consulting

The Respondent(s) will assist the Board with development and maintenance of a comprehensive cybersecurity strategy and program that aligns with the Board's business objectives. The Respondent(s) will provide expert advice on cybersecurity strategies, policies, and compliance to align with industry standards, regulations, and compliance requirements. The Respondent will also provide oversight and governance to ensure the Board's cybersecurity policies and practices align with industry best practices.

Board and Executive Communication

The Respondent(s) will present regular updates and reports to the Board during the quarterly Board meetings on cybersecurity matters. The Respondent(s) will also provide monthly cybersecurity updates to executive leadership.

Vendor Risk Management

Given the outsourced nature of the Board's business, the Respondent will conduct comprehensive risk assessments and formulating risk management plans to identify vulnerabilities, threats, potential impact and prioritize cybersecurity risks associated with the Board's assets and their third-party vendors and partners.

Cybersecurity Awareness and Training

The Board leverages serval third-party training platforms (KnowBe4, MyTrailheads) to provide internal and external training opportunities. The Respondent will assist the Board in the identification of training opportunities to ensure employees are aware of and adhere to cybersecurity policies and best practices.

Incident Response and Business Continuity and Disaster Recovery

The Respondent will assist the Board with the development, maintenance, testing, and continuous improvement of incident response and business continuity and disaster recovery plans.

Threat Intelligence Services

The Respondent(s) will provide up-to-date information on emerging threats and vulnerabilities to proactively defend against potential attacks.

Security Technology Evaluation, Architecture, and Design

Periodically assess and recommend cybersecurity technologies that align with the organization's needs and budget. Review and advise on the design and implementation of secure IT architectures and systems.

Continuous Improvement

Establishing processes for ongoing evaluation and improvement of the Board's cybersecurity program.

Security Rating Platform Software

Recommend and/or offer Security Rating Platform software (currently BitSight) used in cybersecurity advisory analysis.

Value-Added Services

The Respondent may offer services other than those specifically outlined in the solicitation that it believes offer additional operational benefits, efficiencies, or risk reduction (Value-Added Services). Although the Board has listed current business needs, they are not intended to limit the Respondent's innovations or creativity in preparing a response to help the Board provide the best service to its customers. Innovative ideas, new concepts, and partnership arrangements other than those presented in this RFQ will be considered. For example, those might include unique business features, special services, offer costs or other shared savings, discounts, or terms and conditions specific to each Respondent. If the Respondent is awarded the Contract and Value-Added Services are included in the Contract, then for any Value-Added Service for which no start date is established, the Board will provide the Respondent with the agreed-upon notice if such service listed in the Contract is selected for implementation.

CONTRACT

The Board intends to enter into a written contract with the Respondent that offers the best value to the Board for the services included in this solicitation, as determined by the Board. The contract will incorporate this solicitation and amendments thereof, the written requests for clarifications and the answers thereof, and the Response provided by the contracting Respondent, including any and all supplemental Responses as requested by the Board.

If the language between this solicitation and the contract conflict with the terms of State of Florida General Contract Conditions (<u>PUR 1000</u>) or State of Florida General Instructions to Respondents (<u>PUR 1001</u>), incorporated herein by reference, this solicitation and the contract shall control.

Failure to meet any contractual obligations may result in cancellation of any award.

4. RESPONSE

MANDATORY REQUIREMENTS

The Board has established certain mandatory requirements that must be included in a Response. The use of "shall", "must", or "will" (except to indicate simple futurity) indicates a mandatory requirement or condition. The words "should" or "may" indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable attribute will not by itself cause rejection of a Response.

Respondents who meet the minimum qualifications and that have satisfied the mandatory requirements will be considered; any Respondent who does not will be rejected.

RESPONSE FORMAT AND CONTENT

Respondents must provide the following information in the form/format specified. Failure to comply with the instructions herein is sufficient cause to reject a Response.

The Written Response Packet includes the following forms:

Tab 1 – Request for Quote Acknowledgement

The Request for Quote Acknowledgment must be completed and signed by an officer or agent of the Respondent who is empowered to bind the Respondent in a contract. An executed acknowledgement, with the requested materials that follow, constitute an offer from the Respondent to provide the services detailed in this solicitation under the contractual terms provided herein.

Tab 2 – Minimum and Preferred Qualifications

The Minimum and Preferred Qualifications form represents a written attestation that the Respondent meets the minimum qualifications and indicates whether the Respondent meets the preferred qualifications set forth in this solicitation.

Tab 3 – Organizational Experience

The Organizational Experience form collects information about the Respondent and the relevant experience thereof.

Tab 4 – Cybersecurity Services

The Cybersecurity Services section collects information about the Respondent's capabilities in providing the services outlines in section 3.01.

TAB 5 – Value-Added Services

The Value-Added Services section collects information about the Respondent's recommended capabilities, not included in Tab 4.

TAB 6 – Pricing Schedule

The Pricing Schedule represents the price offered for the services set forth in this solicitation. The Respondent, if awarded the contract, will receive compensation under the contract resulting from this procurement based upon the agreed upon price contained in the Pricing Schedule.

The forms provided herein are made available in Microsoft Word on the Board's website for ease of completion. Responders must use the provided forms. Additional information may be added as appendixes to support the forms. However, primary consideration will be given to the information provided in the forms.

Please visit: myfloridaprepaid.com/who-we-are/about-the-board/board-reports-and-plans/.

DELIVERY

Responses must be complete on the date delivered. Additional information submitted after the Response, or separate from the Response, will not be considered unless specifically requested by the Board and only to the extent requested.

The Respondent is responsible for the timely and proper delivery. Responses that, for any reason, are not delivered timely will be retained by the Board but will not be considered.

Delivery to the Board

Each response shall be prepared simply and economically providing a straightforward and concise delineation of the Respondent's capabilities to satisfy the requirements of this procurement.

Each Respondent **shall** deliver the following:

1. One complete electronic copies of the Response.

CONFLICTS OF INTEREST

Any award hereunder will be subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their Response the name of any officer, director, or agent who is also an employee of the State of Florida, the Board, or any agency of the State of Florida. Respondents must disclose the name of any state employee who owns, directly or indirectly, interest of five percent or more in the Respondent. Respondents must disclose all investment products, annuities, mutual funds or other similar type savings plans that are marketed or sold by the Respondent, its proposed subcontractors or any Related Entity of the Respondent or any subcontractor, for other states as a part of a prepaid college fund or a college savings fund or for any Qualified Tuition Program.

RESPONSE TENURE

All Responses are valid for one hundred eighty (180) days from the due date. The period of time during which responses are valid will be tolled during the pendency of any proceeding related to any contract awarded pursuant to this procurement.

5. RFQ PROCESS

OVERVIEW

This is a multi-phase competitive procurement process, pursuant to Section 287.057, Florida Statutes, whereby all Respondents shall receive fair and equal treatment. Respondents will not be eliminated from consideration until the posting of the Notice of Intended Award.

REQUESTS FOR CLARIFICATION

Prior to the Response deadline, the Board will accept requests for clarification from prospective Respondents. Questions concerning the conditions and/or specifications of this procurement must be addressed in writing, using the Request for Clarification Form provided in Appendix B. Written requests for clarification delivered to the Administrator in a proper and timely manner will receive a written answer communicated publicly via VIP.

Requests for clarification and answers thereto shall be considered an addendum to, and an integral part of, this solicitation document.

MANDATORY REQUIREMENTS ASSESSMENT

Upon timely and proper receipt, each Response will be reviewed to determine whether the Respondent meets the minimum qualifications and satisfies mandatory requirements set forth in this solicitation. The Board reserves the right to determine which Responses meet the minimum criteria and the right to accept Responses that deviate in a minor or technical fashion.

This assessment is binary (pass/fail); there are no points awarded for meeting the minimum qualifications or satisfying the mandatory requirements. Respondents that do not meet the minimum qualifications or satisfy the mandatory requirements will be removed from consideration.

EVALUATION PHASE

Each Response for which the Respondent meets the minimum qualifications and satisfies the mandatory requirements will be evaluated, independently, by members of an Evaluation Team appointed by the Board.

Response Evaluation

The Evaluation Team will award points for each Response in the following areas:

Component	Maximum Points Awarded
Organizational Experience (Tab 3)	15
Cybersecurity services (Tab 4)	50
Value-Added Services (Tab 5)	10
Pricing Schedule (Tab 6)	25
Total	100

Ranking of Respondents and Selection of the Shortlist for Negotiation

After the Evaluation Team has evaluated each Response independently, the individual scores will be aggregated to determine the total score for each Response. The Respondents will be ranked based on the total score for their Response and the Board will select the highest-ranked Respondents, within a competitive range, for negotiation (Shortlist).

The Board intends to select up to three (3) Respondents to the Shortlist. However, the Board reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents for negotiation. The Board will provide individual notice to each Shortlist Respondent.

NEGOTIATION PHASE

The Board will appoint a Negotiation Team to conduct negotiations with the Shortlist Respondents. The Board intends to negotiate concurrently with the Shortlist Respondents; however, the Board may change the method of negotiation (e.g., concurrent versus by order of ranking) and evaluation criteria if it determines that to do such would be in the best interest of the Board.

When negotiations have been completed, the Board will award a contract to the responsive and responsible Respondent that the Board determines will provide the best value to the Board. The Board will provide public notice of selection via Notice of Intended Award posted on VIP.

6. GENERAL INFORMATION

LEGAL REQUIREMENTS

Applicable provisions of all federal, state, county, and local laws, will govern development, submittal and evaluation of all Responses received hereto and will govern any and all claims and disputes that may arise between persons submitting a Response and the Board. Lack of knowledge by any Respondent will not constitute a cognizable defense against the legal effect thereof.

BOARD RIGHTS

The Board, in its sole discretion, may take any of the following actions and may determine the scope and manner of such actions, the Respondent(s) affected, and whether to provide concurrent public notice of such decision:

- 1. Modify this solicitation, after posting notice thereof.
- 2. Review and rely on relevant information contained in a Response.
- 3. Change the members of the Evaluation Team and/or Negotiation Team.
- 4. Request supplemental Responses and/or clarifications from a Respondent.
- 5. Contact previous clients of a Respondent, as identified by the Respondent, to inquire about the Respondent's ability to deliver on the services offered.
- 6. Expand the Shortlist, after posting notice thereof, to include additional responsive Respondents.
- 7. Require any or all Respondent(s) to address services, prices, or conditions offered by any other Respondent.
- 8. Schedule additional negotiating sessions with any or all Respondent(s).
- 9. Decline to conduct further negotiations with any Respondent.
- 10. Reopen negotiations with any Respondent.
- 11. Require any or all Respondent(s) to provide a best and final offer.
- 12. Take any administrative steps deemed necessary to determine final award, including additional factfinding, evaluation, or negotiation where necessary and consistent with the terms of this procurement.
- 13. Arrive at an agreement with any Respondent, finalize principal contract terms and terminate negotiations with any or all other Respondents, regardless of the status of, or scheduled negotiations with, such other Respondents.
- 14. The Board reserves the right to accept or reject any and all Responses and to award the contract in the best interests of the State of Florida.

PUBLIC ACCESS TO RECORDS

Responses to this solicitation shall result in the Respondent waiving any and all rights relating to confidentiality, or claims thereof, upon delivery to the Board. All electronic and written communications pertaining to this procurement, whether sent from or received by the Board, and all Responses including, without limitation, administrative information, proposed services/commodities, and price will be subject to disclosure after contract award as required under Chapter 119, Florida Statutes.

Negotiations between the Board and Respondent are exempted from being held as public meetings by Section 286.0113(2)(a), Florida Statutes. In addition, strategy meetings held by Negotiation Team are also exempted by Section 286.0113(2)(a), Florida Statutes.

If a Respondent considers any portion of the documents, data or records submitted in response to this RFQ to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution or other authority, the Respondent must clearly mark and identify in its quote those portions which are confidential, trade secret or otherwise exempt as marked by "TRADE SECRET". Respondents must also simultaneously provide the Board with a separate redacted copy of its quote. This redacted copy shall contain the Board's RFQ name, number, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Board at the same time the Respondent submits its quote and must only redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its quote are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent's determination that the redacted portions of its quote are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a Redacted Copy with its Reply, the Board is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

PROPERTY OF BOARD

All Responses become the property of the Board upon receipt and will not be returned to the Respondent. The Board has the right to use any and all ideas or adaptations of ideas contained in any Response received in for this solicitation. Selection or rejection of the Response will not affect this right. All Responses become public documents upon submission. All materials and data produced for the Board under the contract resulting from this solicitation will be owned by the Board unless otherwise agreed to in writing by the Board.

COST OF DEVELOPING AND SUBMITTING RESPONSES

Neither the Board nor the State of Florida is liable for any of the costs incurred by the Respondent in preparing and/or submitting a Response.