



# Statement of Work

Check Point Policy Review for



Prepared for: [Chris.Wallace@floridahousing.org](mailto:Chris.Wallace@floridahousing.org)

## Versioning

<b>Version</b>	<b>Date</b>	<b>By</b>	<b>Notes</b>
<b>1.0</b>	16 Mar 2023	R.Norris	Write SOW
<b>2.0</b>	28 Mar 2023	A.Brown	Updated with FHF Legal Changes

## 1. OVERVIEW

Florida Housing Finance has engaged with Atlantic Data Security (ADS) to conduct an assessment of their Check Point gateway and security policy for best practices for security and performance.

## 2. PROJECT SCOPE

Florida Housing Finance has a single cluster internet gateway providing several services managed by a dedicated security management server. ADS will review the OS configuration as well as the security policy elements as part of this review.

### Deliverables

- Collect and review the OS level configuration for the single virtual Security Management Server
- Collect and review the OS level configuration for the two nodes in the cluster gateway.
- Collect and review gateway system performance information.
- Review the security policy deployed on the cluster gateway that includes:
  - Access Policy (approximately 70 rules)
  - Nat Policy (approximately 55 rules)
  - IPS/Threat Policy
  - Application Control Policy (approximately 20 rules)
  - Mobile Access Policy (up to 5 rules)
  - Quality of Service Policy (up to 5 rules)
  - Desktop Policy (up to 5 rules)

ADS will then provide a report covering the reviewed elements for best practices and recommendations to better align the deployed policy with security and performance best practices.

### Assumptions

- All work is to take place remotely unless discussed otherwise with ADS and client. Any onsite needs may require additional fees (see fees and expenses section below)
- Once the scoped project is deemed completed by Atlantic project team, a customer acceptance form will be sent to the client. If the client does not respond or fulfill the form within 10 business days, the project will be considered officially closed out and completed in Atlantic's systems.

## 3. CLIENT RESPONSIBILITIES

Client shall cooperate and work with Atlantic in the performance of the services, and will provide the below resources necessary for Atlantic's performance specified in this statement of work:

- I. Designate and make available an engineer to work with Atlantic consultant(s) such that the designated engineer shall be available throughout the work window
- II. Furnish Atlantic consultant with requested information and data on operations, activities and existing systems, as required, to achieve the project goals
- III. Provide Atlantic consultant sufficient access to said systems and facilities at all reasonable times during the performance of the services
- IV. Provide adequate workspace at each facility where services will be provided by Atlantic

- V. Provide power sources, phone and Internet which are essential to success
- VI. Provide the necessary downtime/maintenance window for the work to be performed
- VII. Be prepared for some downtime at cutover as systems reboot and advise users if necessary

#### 4. SYSTEM OUTAGES

The Client acknowledges that Atlantic will not be held criminally or civilly liable for any authorized intrusions during the assessment, or any unauthorized intrusions by other parties into the external network at any other time, except caused by the grossly negligent or willful acts of Atlantic.

#### 5. FEES AND EXPENSE

Client is responsible for issuing a Purchase Order for the services and estimated expenses, plus taxes where relevant, provided in the attached quote, prior to commencement of the project.

Rates:

- Normal Business Hours – Base rate - \$215.00/hour
  - Monday – Friday, 8AM to 5PM EST (not to exceed 8 hours per business day)
- After hours - Time & Half rate - \$322.50/hour
  - Monday – Thursday, 5PM to 8AM EST
  - Friday – 5PM to 11:59PM EST
- Weekends - Double Time rate - \$430.00/hour
  - Saturdays & Sundays – All Day
- Holidays - Triple Time rate - All Day - \$645.00/hour

Travel Expenses:

- If travel to customer site is required, expenses will be processed in accordance with s. 112.061, Fla. Stat., and Florida Housing's travel policy. Travel expenses will be prior agreed in writing with customer. Travel expenses will be billed separately.

#### 6. CANCELLATIONS

Client acknowledges that cancellation of this engagement may cause Atlantic to incur nonrefundable expenses and other costs. Accordingly, if Client cancels this engagement after notification and arrangements have been made then client shall pay the non-refundable component, if any, of these costs, including taxes and other charges, if any. No shows or scheduled work that is cancelled within 24 hours is subject to said charges. Such cancellations shall be in writing and shall be effective when received by Atlantic.

#### 7. TERMS AND CONDITIONS

This SOW defines services to be provided by Atlantic and sets forth the entire understanding and agreement between the parties relating to its subject matter and may be amended only in writing and if signed by both parties. Any terms of any Purchase Order or other document submitted by Client that are in addition to, different from or inconsistent with the terms and conditions of this Statement of Work are not binding on Atlantic and are ineffective. NO VENDOR, DISTRIBUTOR, SALES PERSON OR OTHER

PERSON OTHER THAN A DULY AUTHORIZED OFFICER OF ATLANTIC IS AUTHORIZED BY ATLANTIC TO MODIFY THIS STATEMENT OF WORK OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THE WARRANTIES, REPRESENTATIONS OR PROMISES EXPRESSLY SET FORTH IN THIS STATEMENT OF WORK.

#### Arbitration

You agree that any controversy, dispute or claim arising out of this SOW, which cannot be resolved by the parties within thirty (30) days written notice by either of party, shall be settled by arbitration by a single arbitrator in Leon County, Florida or another jurisdiction acceptable to both parties. The cost of any arbitration proceeding under this provision shall be shared equally by Client and Atlantic. The arbitrator shall state in writing the reasons for his or her award and the legal and factual conclusions underlying the award. The award of the arbitrator shall be final, and judgment upon the award may be entered in any state or federal court located in Florida. Both Atlantic and Client agree that all of the negotiations and arbitration proceedings relating to such disputes and all testimony, transcripts and other documents relating to such arbitration shall be treated as confidential and will not be disclosed or otherwise divulged to any other person except as necessary in connection with such negotiations and arbitration proceedings.

#### Services

Subject to Atlantic acceptance of a valid Client Purchase Order and Client's payment of all advance or progress fees due for Services, if any, Atlantic will provide to Customer the Services ordered hereunder.

#### Information Transfer

Client may access online services to transfer data to Atlantic electronically and/or may authorize an Atlantic support engineer to access Client's computing environment via electronic means for the purpose of troubleshooting or acquiring data pertinent to the troubleshooting process. Clients shall not submit electronically or otherwise give Atlantic access to any documents, files, programs, or other data (collectively, "Client Data") that are or are alleged to be confidential or proprietary to any third party, unless Customer first obtains all necessary licenses and approvals to do so.

#### Subcontract

Atlantic may subcontract any portion of the Services, including onsite or implementation services, to a third party contractor without the prior consent of Client, provided Atlantic remains fully responsible to Client for the delivery of such Services as set forth in this Agreement. Any such subcontractor, will for all purposes, be deemed to be an independent contractor of Atlantic and not an employee, agent, or partner of Atlantic.

#### File Protection

Client understands files or data may be altered or damaged in the course of providing services and that Client is solely responsible to take all appropriate measures to isolate and back-up its computer systems, programs, data and files, and to take all actions necessary to protect the same.

#### Limited Warranty

Atlantic warrants the Services will be provided in a professional and workmanlike manner and in accordance with applicable industry standards. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH

RESPECT TO THE SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT, AND AS TO THE RESULTS THAT MAY BE OBTAINED THEREFROM, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF GOOD TITLE AND NON-INFRINGEMENT. ATLANTIC SHALL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS, OR CONSULTANTS UNLESS SUCH THIRD PARTY SERVICES OR PRODUCTS ARE SUBCONTRACTED BY ATLANTIC.

**a. Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, ATLANTIC'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE SUM OF \$10,000 OR THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ATLANTIC FOR SERVICES HEREUNDER, WHICHEVER IS GREATER.

**b. Exclusion of Certain Damages.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ATLANTIC, ITS SUBSIDIARIES, OR THEIR RESPECTIVE SUPPLIERS BE LIABLE UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR OTHER PECUNIARY LOSS), REGARDLESS OF THE NATURE OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by ADS in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The ADS represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the ADS will be required to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when ADS is acting on behalf of Florida Housing.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk**  
**227 N. Bronough Street, Suite 5000**  
**Tallahassee, Florida 32301-1329**  
**Phone: 850.488.4197**  
**E-mail: [Corporation.Clerk@floridahousing.org](mailto:Corporation.Clerk@floridahousing.org)**

#### Audits

ADS understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

#### E-Verify

ADS understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

(this page contains only signature information)

## SIGNATURE PAGE

By signing below, Client and Atlantic each acknowledge and agree to the provisions of this Statement of Work.

<b>CLIENT</b>  _____ <b>Signature</b>  <b>Name:</b> Hugh R. Brown <b>Title:</b> General Counsel <b>Date:</b> March 29, 2023	<b>ATLANTIC DATA SECURITY, LLC.</b> <small>DocuSigned by:</small>  _____ <b>Signature</b> 0A2D4583FF7E45F...  <b>Name:</b> Allison Brown <b>Title:</b> Program Manager <b>Date:</b> 3/30/2023
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Atlantic Data Security, LLC  
 PO Box 380848  
 East Hartford, CT 06138  
 US

Fax: 860-777-2585  
 Email: sales@atlanticdatasecurity.com

**Contact Name:** Chris Wallace  
**Ship To Name:** Florida Housing Finance  
**Email:** chris.wallace@floridahousing.org  
**Phone:** 8504884197  
**Terms:** Net 30

**Quote #:** Q-12200  
**Date:** 3/27/2023  
**Expiration Date:** 4/26/2023  
**Account Owner:** Rusty Agee

**Bill To:** Florida Housing Finance  
 227 N Bronough St. Ste.  
 5000  
 Tallahassee, FL 32301

**Ship To:** Florida Housing Finance  
 227 N Bronough St. Ste.  
 5000  
 Tallahassee, FL 32301

Part #	Description	Qty	Item Price	Total Price
ADS-SA-PS	ADS Support Aware Professional Services Check Point Policy Review	1.00	\$3,870.00	\$3,870.00
ADS-SA-PS-OD	ADS Support Aware On-Demand	4.00	\$215.00	\$860.00

**Subtotal:** \$4,730.00  
**Grand Total:** \$4,730.00

**Comments**

**Order Processing Information**

Direct purchase orders to: orders@atlanticdatasecurity.com

Federal Tax ID# 45-3304424. Prices are in US dollars and do not include any applicable taxes, duties, or shipping unless specified. Atlantic is an equal opportunity employer.

INVOICING NOTE: The total amount is due at the time of invoicing unless a different invoicing schedule is outlined in this quote. Changing the invoice schedule may require an adjustment to the price shown.

Please note, if applicable and unless otherwise specified in a statement of work, or in the comments above, any Atlantic Data Security, LLC provided services scheduled outside of 8am-5pm EST, M-F, will be billed at time and a half, and any hours on Sat-Sun will be billed at double time. The hours are based on remote assistance. If on-site assistance is needed, travel expenses will be applied and billed at the time of invoicing.