

**AGREEMENT BETWEEN ALACHUA COUNTY &  
TRUE NORTH CONSULTING GROUP, LLC DBA TNCG FOR THE CONDUCT OF A  
PENETRATION TEST, NO. 14581**

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and True North Consulting Group, LLC d/b/a TNCG, a Foreign Limited Liability Company, which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”, for professional services.

**WITNESSETH:**

**WHEREAS**, the County publicly issued Request for Proposal (RFP) 24-509 seeking to hire a qualified professional to provide conduct a Penetration (PEN) Test of the County’s Information Technology Systems; and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked entity in the solicitation process; and

**WHEREAS**, the Professional is willing to provide certain services to the County; and

**WHEREAS**, the County desires to engage Professional to provide the services described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, Professional agrees to provide professional services for the conduct a Penetration (PEN) Test of the County’s Information Technology Systems, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and Section 3 of the Professionals proposal to RFP 24-509, titled Project Understanding and Approach attached hereto as **Exhibit “2”**, collectively the “Services” for and as needed by the County. Professional acknowledges that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.**
  - A. This Agreement is effective on the day the last Party signs it and continues through the completion of the Services described in Paragraph 2.
  - B. It is anticipated that this will be an approximately eight-week Project from the execution of this Agreement and conduct of the Project Kick-Off Meeting:

<b>Week #</b>	<b>Task(s)</b>
Week 1	Kickoff Meeting, Planning, Onboarding
Week 2	Start External Penetration Testing
Week 3	Complete External Penetration Testing
Week 4	Start Internal Penetration Testing
Week 5	Complete Internal Penetration Testing
Week 6	Draft Reports Completed
Week 7	Technical Meetings with County Staff
Week 8	Final Reports Issued and Closeout Tasks

- C. This Agreement may be amended at the option of the County at the same terms and conditions outlined herein.
4. **Closeout.** The Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit "3"**.
5. **Qualifications.** By executing this Agreement, Professional makes the following representations to County:
- A. Professional is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a professional and to provide the Services during the term of this Agreement.
  - B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency, and Professional shall be responsible for any and all consequential damages to the County arising from the deficiency.
  - C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
  - D. Professional will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.
6. **Payment.**
- A. The County will pay, and Professional will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit "4"** and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services required will not exceed the sum of \$66,970.00
  - B. As a condition precedent for any payment, Professional must submit invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed *[and the time expended, if billed by hour]*, and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall

submit invoices to the County at the following address, unless otherwise directed by the County:

Information and Telecom Services  
26 NE 1<sup>st</sup> Street  
Gainesville, FL 32601

- C. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and the County shall remit all payments to:

True North Consulting Group, LLC dba TNCG  
3424 Midcourt Road, Suite 124  
Carrollton, Texas 75006

- D. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager’s or his/her designee’s reasonable satisfaction.
- E. The County’s performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance.** Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in Exhibit “5” attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as Exhibit “5-A”.

8. **County Property.** Professional agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Professional or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility. Professional shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Professional suffer injury or damage to its/his/her person or property, the Professional shall notify the County within a reasonable time of the occurrence.

9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and

local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

10. **Permits.** Professional will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Professional shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as Exhibit "6". Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$20.00 per hour without health benefits
--	--

If applicable to the Services under this Agreement and to Professional, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received

by the Professional. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft.

13. **Indemnification**. PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

15. **Human Trafficking Affidavit of No Coercion for Labor or Services**

- A. Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes.
- B. The Professional will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached the this Amendment as Attachment "7"

16. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:

True North Consulting Group, LLC dba TNCG  
3424 Midcourt Road, Suite 124  
Carrollton, Texas 75006

To County:

Alachua County Information & Telecom Services  
Department  
Attn: Information & Telecom Services Manager  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
[djg@alachuacounty.us](mailto:djg@alachuacounty.us)

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

Clerk of Court, Attn Finance & Accounting  
[dmw@alachuacounty.us](mailto:dmw@alachuacounty.us)

17. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County 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 Florida law or as otherwise provided by law.
3. 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 this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT**

**[publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. **Confidential Information.** During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. **Auditing Rights and Information.** County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to

or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

J. E-Verify. Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Professional during the term of the Agreement. Professional shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

K. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this



provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

**PROFESSIONAL**

Signed by:  
By: Logan Meier  
Print: Logan Meier  
Title: SVP, Exec. GM, USA  
Date: 06 February 2025

**IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Charles Chestnut, IV, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

## **Exhibit 1: Scope of Services**

### **1. General Requirements:**

- 1.1. The Professional shall conduct a Penetration (PEN) Test of the County Information Technology Systems.
- 1.2. The County Information Technology Systems consist of, but are not limited to, the following:
  - 1.2.1. 150 – router, switches, etc.
  - 1.2.2. 142 – wireless access points
  - 1.2.3. 23 – firewalls
  - 1.2.4. 2 – VPNs
  - 1.2.5. SSL-Web
  - 1.2.6. Client
  - 1.2.7. 1500 – workstation endpoints
  - 1.2.8. 200 – physical and virtual
  - 1.2.9. 4 – web application firewalls (2 – on-prem and 2 – Azure)
  - 1.2.10. 200 – web applications
  - 1.2.11. 22 – databases
  - 1.2.12. 414 – Public-facing IPs in use
- 1.3. The PEN Test is to identify and address security vulnerabilities to improve the organization's overall security posture, including:
  - 1.3.1. Identify vulnerabilities in the external and internal network infrastructure.
  - 1.3.2. Identify vulnerabilities in the web applications accessible from the internet.
  - 1.3.3. Identify vulnerabilities in internal systems and applications.
  - 1.3.4. Provide recommendations for remediation of identified vulnerabilities.

### **2. Specific Requirements.** Professional will provide the following services as part of the PEN Test, including but not limit to:

#### **2.1. External Penetration Test**

- 2.1.1. Conduct external network penetration testing to identify vulnerabilities and potential attack vectors that could be exploited by an external attacker.
- 2.1.2. Test externally accessible systems, applications, websites, and network devices for vulnerabilities and weaknesses.
- 2.1.3. Attempt to gain unauthorized access to internal resources and sensitive data by exploiting vulnerabilities in the external-facing infrastructure.
- 2.1.4. Evaluate the effectiveness of external security controls, such as firewalls, web application firewalls, and DDoS mitigation measures.
- 2.1.5. Test for common vulnerabilities, including but not limited to: open ports and services, web application vulnerabilities (SQL injection, XSS, CSRF), and misconfigurations (firewall rules, access controls).
- 2.1.6. Provide recommendations for remediating identified vulnerabilities and improving the overall security posture of the external-facing infrastructure.

## **2.2. Internal Penetration Test**

- 2.2.1. Perform internal network penetration testing to identify vulnerabilities, misconfigurations, and potential attack vectors that could be exploited by a malicious insider or an attacker who has gained internal network access.
- 2.2.2. Test internally accessible systems, applications, databases, and network devices for vulnerabilities and weaknesses that could be exploited by an attacker with access to the internal network.
- 2.2.3. Attempt to escalate privileges and gain unauthorized access to sensitive data and resources.
- 2.2.4. Evaluate the effectiveness of existing security controls, including firewalls, intrusion detection/prevention systems, and access controls.
- 2.2.5. Test for misconfigurations, weak authentication mechanisms, and other vulnerabilities.
- 2.2.6. Provide a detailed report of findings, including severity levels and recommended remediation steps, to improve the overall security posture of the internal network.

## **2.3. Reporting**

- 2.3.1. The reports will be delivered in both Excel and PDF formats and will include a presentation of the findings to key staff.

## **2.4. Scheduling**

- 2.4.1. The PEN test may be conducted during normal business hours if there is no chance of disrupting normal business operations.
- 2.4.2. Any service-impacting work should be scheduled and performed after hours.
- 2.4.3. Access to systems and networks will be provided as needed for the test.

## **2.5. Findings**

- 2.5.1. All findings and reports will be treated as confidential information.
- 2.5.2. The penetration testing team will adhere to all applicable laws and regulations.
- 2.5.3. The County reserves the right to request additional testing or clarify any aspects of the test.

## **2.6. Compliance and Standards**

- 2.6.1. The Professional shall ensure that the penetration testing activities adhere to industry best practices and relevant compliance standards, such as CIS Controls, NIST, ISO 27001, and any other applicable regulations or frameworks.
- 2.6.2. Obtain necessary approvals and follow appropriate protocols to minimize the risk of disrupting production systems and services.

## 2.7. Timeline

- 2.7.1. Provide a timeline within which the penetration test is expected to be completed, including a summarized listing of activities and individual timelines.
- 2.7.2. Provide a post-engagement report detailing the implementation of remediation measures and any changes in the security posture.
- 2.7.3. Provide a timeline for when reports are expected to be delivered after the completion of the testing.

## 2.8. Deliverables

- 2.8.1. Provide a detailed report, in both Excel and PDF formats, outlining the methodology, findings, and recommendations for both internal and external penetration testing engagements, including an Executive summary highlighting key findings and recommendations.
- 2.8.2. Categorize and prioritize identified vulnerabilities based on their severity and potential impact.
- 2.8.3. Conduct a debriefing session to discuss the findings and recommendations with relevant stakeholders.
- 2.8.4. Provide a remediation plan and timeline for addressing identified vulnerabilities.
- 2.8.5. Deliver all tools, scripts, and other artifacts used during the penetration testing engagements.

## 2.9. Security Protocols. The Professional shall ensure that the following Security Protocols are in place, and maintained, for the duration of this Agreement:

### 2.9.1. Information Security Policies

- 2.9.1.1. Ensure that documented information security policies are in place.
- 2.9.1.2. Regularly review and update the policies to align with industry best practices and compliance requirements.

### 2.9.2. Data Privacy and Protection

- 2.9.2.1. Implement measures to protect against unauthorized access, use, or disclosure of data.
- 2.9.2.2. Comply with applicable data protection laws and regulations, such as GDPR or HIPAA.

### 2.9.3. Access Controls

- 2.9.3.1. Implement authentication methods to verify user identities.
- 2.9.3.2. Grant access privileges based on the principle of least privilege, ensuring that users only have access to what is necessary to perform their job responsibilities.

### 2.9.4. Security Incident Management

- 2.9.4.1. Have a process in place for detecting, responding to, and resolving security incidents. Have a documented incident response plan in place.

### 2.9.5. Network and Infrastructure Security

- 2.9.5.1. Implement security measures to protect the network and infrastructure.

### 2.9.6. Use firewalls, intrusion detection and prevention systems, and other security controls to safeguard against unauthorized access or attacks.

2.9.7. Regularly test the network and infrastructure for vulnerabilities and patch them in a timely manner.

**2.9.8. Physical Security**

2.9.8.1. Protect physical facilities where systems and data are stored.

2.9.8.2. Implement appropriate access controls, surveillance systems, and other security measures to prevent unauthorized physical access.

**2.9.9. Third-Party Risk Management**

2.9.9.1. Assess the security practices of own subcontractors or third-party vendors.

2.9.9.1.1. Have measures in place to ensure the security of subcontractors or third-party vendors who may have access to data or systems.

**2.9.10. Business Continuity and Disaster Recovery**

2.9.10.1. Have documented business continuity and disaster recovery plans in place.

2.9.10.2. Ensure the availability and integrity of systems and data during unexpected events, such as natural disasters or cyber-attacks.

**2.9.11. Employee Security Awareness**

2.9.11.1. Provide security awareness training to employees.

2.9.11.2. Ensure that employees are aware of and adhere to the security policies and procedures.

**2.9.12. Compliance and Audits**

2.9.12.1. Comply with relevant industry standards and regulations, such as ISO 27001, SOC 2, or PCI DSS where applicable.

2.9.12.2. Undergo regular security audits or assessments by independent third parties.

## **Exhibit 2: Professionals Project Understanding and Approach**



### **SECTION 3: PROJECT UNDERSTANDING AND APPROACH**

#### **PROJECT UNDERSTANDING**

Team TNCG understands that the objectives of this project include:

- Identify vulnerabilities in the external and internal network infrastructure.
- Identify vulnerabilities in the web applications accessible from the internet.
- Identify vulnerabilities in internal systems and applications.
- Provide recommendations for remediation of identified vulnerabilities.

Team TNCG will provide all required Scope of Services with a high degree of quality, as attested to by our references.

A highly experienced vCISO would lead this project with a national reputation for working with local governments and larger engagements.

Team TNCG understands the scope of services of this project includes the following:

#### **A. External Penetration Test**

1. Conduct external network penetration testing to identify vulnerabilities and potential attack vectors that could be exploited by an external attacker.
2. Test externally accessible systems, applications, websites, and network devices for vulnerabilities and weaknesses.
3. Attempt to gain unauthorized access to internal resources and sensitive data by exploiting vulnerabilities in the external-facing infrastructure.
4. Evaluate the effectiveness of external security controls, such as firewalls, web application firewalls, and DDoS mitigation measures.
5. Test for common vulnerabilities, including but not limited to open ports and services, web application vulnerabilities (SQL injection, XSS, CSRF), and misconfigurations (firewall rules, access controls).
6. Provide recommendations for remediating identified vulnerabilities and improving the overall security posture of the external-facing infrastructure.

#### **B. Internal Penetration Test**

1. Perform internal network penetration testing to identify vulnerabilities, misconfigurations, and potential attack vectors that could be exploited by a malicious insider or an attacker who has gained internal network access.
2. Test internally accessible systems, applications, databases, and network devices for vulnerabilities and weaknesses that could be exploited by an attacker with access to the internal network.



3. Attempt to escalate privileges and gain unauthorized access to sensitive data and resources.
4. Evaluate the effectiveness of existing security controls, including firewalls, intrusion detection/prevention systems, and access controls.
5. Test for misconfigurations, weak authentication mechanisms, and other vulnerabilities.
6. Provide a detailed report of findings, including severity levels and recommended remediation steps, to improve the overall security posture of the internal network.

C. Reporting

1. The reports will be delivered in both Excel and PDF formats and will include a presentation of the findings to key staff.

D. Scheduling

1. The penetration test may be conducted during normal business hours if there is no chance of disrupting normal business operations. Any service-impacting work should be scheduled and performed after hours.
2. Access to systems and networks will be provided as needed for the test.

E. Findings

1. All findings and reports will be treated as confidential information.
2. The penetration testing team will adhere to all applicable laws and regulations.
3. The client reserves the right to request additional testing or clarify any aspects of the test.

**APPROACH**

***Penetration Testing Methodology***

Open-Source Intelligence (OSINT) Gathering (External)

First, we perform OSINT analysis on the external network infrastructure. This process includes analysis from an uninformed outside attacker perspective, simulating an individual unaware of the organization's purpose or infrastructure.

Team TNCG also checks the list located at [haveibeenpwned.com](http://haveibeenpwned.com) for any "hits" on any of the discovered email addresses. All identified accounts involved in data breaches are found in the Findings section of our reports.

To test the ability to protect resources, we executed a multi-phased approach. The following mind map shows how hackers can leverage identified attack vectors by using open-source intelligence (OSINT) services like hacker forums, social networks, Google, leaked database dumps, paste sites, or even legitimate security services like VirusTotal, Censys, Cymon, Google Safe Browsing, etc.





Discovery also includes focusing on infrastructure connected to the domain name using customized scripts and tools such as DNSEnum, Fierce, theHarvester, and Censys.io.

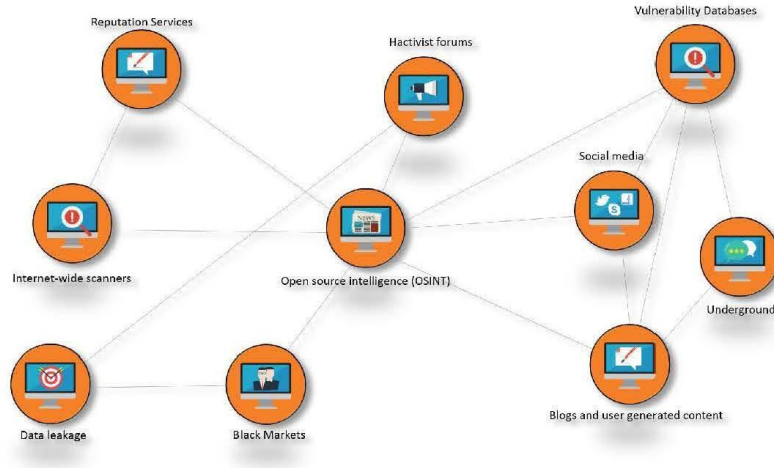


Figure 1: Open-Source Intelligence (OSINT) Gathering Methodology

**Active Reconnaissance**

Team TNCG conducts efforts that include comprehensive network probes, scans, and technical information gathering. The purpose of these tests is to determine whether sufficient protections exist to prevent intrusions into the client resources.

During the engagement, the testing team used a variety of tools, including:

- Nmap (network mapper)
- Metasploit Auxiliary Modules (network mapper)
- Wireshark (network protocol analyzer)
- Nessus (vulnerability identification)

**Manual Penetration Testing**

Team TNCG then analyzes all the gathered reconnaissance information and actively seeks to pen-test exploitable vulnerabilities. Manual penetration testing is conducted by certified penetration testers and reviewed by lead security consultants.

Some of the goals of our manual penetration testing include, but are not limited to:

- Obtaining privileged account access
- Accessing Directory Services
- Compromising critical firewalls, switches, and other infrastructure
- Compromising website and intranet assets
- Running custom scripts in the network
- Exploiting network segmentation



### Web Application Testing

Team TNCG has been instrumental in providing AppSec security programs for its clients. We attempt to scan and analyze as many of your internal and external facing applications as the engagement permits. Our summary reports will help you assess the risk of your applications individually and summarize the risk for all your applications.

Web Application testing relies heavily on the OWASP Top 10, an important approach for a web application security program. Examples of such risks include but are not limited to:

- **A01: Broken Access Control** moves up from the fifth position; 94% of applications were tested for some form of broken access control. The 34 Common Weakness Enumerations (CWEs) mapped to Broken Access Control had more occurrences in applications than any other category.
- **A02: Cryptographic Failures** shifts up one position to #2, previously known as Sensitive Data Exposure, a broad symptom rather than a root cause. The renewed focus here is on failures related to cryptography, which often leads to sensitive data exposure or system compromise.
- **A03: Injection** slides down to the third position. 94% of the applications were tested for some form of injection, and the 33 CWEs mapped into this category have the second most occurrences in applications. Cross-site scripting is now part of this category in this edition.
- **A04: Insecure Design** is a new category for 2021, with a focus on risks related to design flaws. If we genuinely want to “move left” as an industry, it calls for more use of threat modeling, secure design patterns and principles, and reference architectures.
- **A05: Security Misconfiguration** moves up from #6 in the previous edition; 90% of applications were tested for some form of misconfiguration. With more shifts into highly configurable software, it’s not surprising to see this category move up. The former category for XML External Entities (XXE) is now part of this category.
- **A06: Vulnerable and Outdated Components** was previously titled Using Components with Known Vulnerabilities and is #2 in the Top 10 community survey; but, it also had enough data to make the Top 10 via data analysis. This category moves up from #9 in 2017 and is a known issue that we struggle to test and assess risk. It is the only category that does not have any Common Vulnerability and Exposures (CVEs) mapped to the included CWEs, so a default exploit and impact weights of 5.0 are factored into their scores.
- **A07: Identification and Authentication Failures** was previously Broken Authentication and is sliding down from the second position. It now includes CWEs that are more related to identification failures. This category is still an integral part of the Top 10, but the increased availability of standardized frameworks seems to be helping.
- **A08: Software and Data Integrity Failures** is a new category for 2021, focusing on making assumptions related to software updates, critical data, and CI/CD pipelines without verifying integrity. One of the highest weighted impacts from Common Vulnerability and Exposures/Common Vulnerability Scoring System (CVE/CVSS) data mapped to the 10 CWEs in this category. Insecure Deserialization from 2017 is now a part of this larger category.



- **A09: Security Logging and Monitoring Failures** was previously Insufficient Logging & Monitoring and is added from the industry survey (#3), moving up from #10 previously. This category is expanded to include more types of failures, is challenging to test for, and isn't well represented in the CVE/CVSS data. However, failures in this category can directly impact visibility, incident alerting, and forensics.
- **A10: Server-Side Request Forgery** is added from the Top 10 community survey (#1). The data shows a relatively low incidence rate, above-average testing coverage, and above-average ratings for Exploit and Impact potential. This category represents the scenario where the security community members are telling us this is important, even though it's not illustrated in the data at this time.

Our approach to application penetration testing simulates external Internet user activity. All functioning web application layer components are tested.

The following is a list of some of the tests and tools used by the testing team:

- Input injection tests (SQL injection, XSS, etc.)
- Functional testing
- Qualys Web Application Security Scanning at the OSI layer 6/7
- Burp Suite (web application review)
- Manual penetration testing of high-risk exploitable findings

#### Wireless Wi-Fi Assessment

The assessment consists of several phases, each detailed below, along with the methodology and subsequent recommendations:

- Non-encrypted rogue AP with internet tether and ARP route poison man-in-the-middle
- Externally facing webmail/ActiveSync SSL stripping to the client side
- External Radio Signal Propagation Mapping
- Internal Radio Signal Propagation Analysis
- Wireless AP Penetration
- Wireless Client Penetration
- Wireless Sniffing
- Wireless Network Separation

For each internal/designated wireless network that Team TNCG can locate, the following is potentially performed:

- Replay packets from clients to attempt aggregation attacks, regardless of AP presence
- Determine the use of WEP key rotation.
- Inspect intra-client communication rules and segmentation of network areas.

**TRUENORTH**

- Attempt man-in-the-middle attacks on other clients on the guest network with ARP route poisoning and NetBIOS response spoofing.
- Determine onsite SSIDs and beaconing thereof.
- Evaluate the amount of traffic generated by monitoring client activity and saturation.
- Sniff traffic on the busiest AP and run the capture through password-sniffing utilities.
- Evaluate the implementation of channel use, spread spectrum, clients per AP for physical separation, and client hopping and interference from third-party networks.
- Attempt to associate with all access points.
- Capture network traffic in monitor mode and comb it for anomalous behavior, such as clients attempting Pre-Shared Key handshakes on a certificate network or clients performing injection/access point behavior such as de-authentication flooding or replay attacks.
- Observe the prevalence of third-party access points and their client activity.

***Compliance Expertise and Examples***CJIS Security Policy

Team TNCG also has a very active CJIS Security Consultant with a specialty in CJIS Security and experience in Law Enforcement. This focus lends itself especially well to doing your project and other CJIS matters.

We will guide and prepare you for Online CJIS information technology audits and onsite BCA and FBI Audits. We leverage project management skills to prepare and give you confidence going into your audits. Our services include our remediation management, where we assist with remediation brought out by any findings. Team TNCG brings IT and public safety professionals together to meet or exceed the FBI's CJIS Security Control requirements. We have worked with the FBI directly and State ISO's to implement the CJIS Security Policy and prepare for online and onsite audits.

We are also current and aware of difficult CJIS issues to implement, such as SIEM, video access, and other issues that appear in audit results.

CIS Assessment of External O365 Entra/Azure Tenant

This section summarizes the findings assessed within the document. 114 Controls were evaluated as part of the assessment. 42 of the 114 controls were fully compliant, 19 failed, 28 were skipped, and 7 were found to be in partial compliance. Twenty-two controls are report-related and usually require additional information or follow-up.



Sample CIS O365 Executive Summary and Detailed CIS Recommendation

Compliance Items Assessed	Fully Compliant	Follow-Up Required	Partially Compliant	Failed	Skipped N/A
114	45	19	10	15	25

Control Number	Control Title	Finding
1.1.1	(L1) Ensure Administrative accounts are separate and cloud-only	Compliant
1.1.2	(L1) Ensure two emergency access accounts have been defined	Partially Compliant
1.1.3	(L1) Ensure that between two and four global admins are designated	Partially Compliant
1.1.4	(L1) Ensure Guest Users are reviewed at least biweekly	Follow Up
1.2.1	(L2) Ensure that only organizationally managed/approved public groups exist	Compliant
1.2.2	(L1) Ensure sign-in to shared mailboxes is blocked	Compliant
1.3.1	(L1) Ensure the 'Password expiration policy' is set to 'Set passwords to never expire (recommended)'	Compliant
1.3.2	(L1) Ensure 'Idle session timeout' is set to '3 hours (or less)' for unmanaged devices	Partially Compliant
1.3.3	(L2) Ensure 'External sharing' of calendars is not available	Compliant
1.3.4	(L1) Ensure 'User owned apps and services' is restricted	Compliant
1.3.5	(L1) Ensure internal phishing protection for Forms is enabled	N/A
1.3.6	(L2) Ensure the customer lockbox feature is enabled	Failed



**CIS 2.1.3 (L1) Ensure notifications for internal users sending malware is Enabled**

Control Status:	Partially Failed
CIS Control Description	
<p>Exchange Online Protection (EOP) is a cloud-based filtering service that protects organizations against spam, malware, and other email threats. EOP is included in all Microsoft 365 organizations with Exchange Online mailboxes.</p> <p>EOP uses flexible anti-malware policies for malware protection settings. These policies can be set to notify Admins of malicious activity.</p>	
CIS Reasoning	
<p>This setting alerts administrators that an internal user sent a message that contained malware. This process may indicate an account or machine compromise that would need to be investigated.</p>	
CIS Estimated User Impact	
<p>Notification of account with potential issues should not cause an impact on the user.</p>	
CIS Recommended Remediation Steps	
<p><b>**To enable notifications for internal users sending malware:**</b></p> <ol style="list-style-type: none"> <li>1. Navigate to `Microsoft 365 Defender` <a href="https://security.microsoft.com">https://security.microsoft.com</a>.</li> <li>2. Click to expand `E-mail &amp; Collaboration` and select `Policies &amp; rules`.</li> <li>3. On the Policies &amp; rules page, select `Threat policies`.</li> <li>4. Under Policies, select `Anti-malware`.</li> <li>5. Click on the `Default (Default)` policy.</li> <li>6. Click on `Edit protection settings` and change the settings for `Notify an admin about undelivered messages from internal senders` to `On` and enter the email address of the administrator who should be notified under `Administrator email address`.</li> <li>7. Click Save.</li> </ol> <p><b>**To remediate using PowerShell:**</b></p> <ol style="list-style-type: none"> <li>1. Connect to Exchange Online using `Connect-ExchangeOnline`.</li> <li>2. Run the following command:</li> </ol> <pre> Set-MalwareFilterPolicy -Identity '{Identity Name}' - EnableInternalSenderAdminNotifications \$True -InternalSenderAdminAddress {admin@domainl.com} </pre> <p><b>**NOTE:**</b> Audit and Remediation guidance may focus on the <b>**Default policy**</b>; however, if a Custom Policy exists in the organization's tenant, ensure the setting is set as outlined in the highest priority policy listed.</p>	
TEAM TNCG Assessment Notes:	
<p>A custom Anti-Malware was configured; however, administrative notification was not enabled.</p>	



### ***Other Items of Interest***

#### Documentation and Reports

Team TNCG reports have been well received by local government organizations in the past. Team TNCG provides a "Full Report," which includes a comprehensive outline of background, scope, methodology, detailed findings/recommendations, and additional documents that provide the greatest level of detail if anyone desires to focus on that level of detail. Team TNCG can prepare additional variations of the Full Report to meet the needs of the Mercer Local government organization. For example, Team TNCG can create a redacted Public Executive Summary or a slightly more unredacted Executive Summary for your Management or County Board. Team TNCG can also organize the Full Report so that sections can be distributed, if appropriate in the county's case, to discrete county department heads.

Per your RFP, copies will be provided in both Excel and PDF formats.

Our reports have been regarded as being clear, concise, and developed in a way that meets all professional standards but delivers the content in a manner that makes life easier for top-level management. This overall process makes remediation easier and makes it possible to track those remediation efforts in other software or project management documents.

We are also very experienced in presenting findings in both open and closed meetings in compliance with open meeting laws.

#### Local Government Expertise

We pride ourselves on understanding local government needs. We are active in multiple IT consortiums and will bring you the benefit of collective experiences related to emerging IT solutions and software. This approach is especially important as we continually weigh cloud-based solutions' pros and cons.

Team TNCG is very aware of emerging and existing technologies that help address the high mobility work environment, which now heavily emphasizes technology and security because of the COVID pandemic but has always been a part of our strategic plan for governments.

#### Change Controls

We use a formal Change Control process and approval method before starting the technical penetration testing. This approach ensures that all critical members of your team know:

- What network segments are being tested
- When (Date/Time window(s)) you approve the testing to occur
- Impact cautions to prevent service disruptions
- Emergency contacts

Our clients greatly appreciate this most professional approach and the excellent written communication and documentation it provides.

#### Project Management & Status Meetings

We gladly and ordinarily provide frequent Status Meetings organized by our Project Manager. Our Project Manager is well organized, and meetings are productive, efficient, and designed to preserve your valuable leadership time. If additional status meetings are needed at any time during the project, we quickly accommodate those requests.

[sales@tncg.com](mailto:sales@tncg.com)

**CONSULTING MADE PERSONAL**

PAGE **26** OF **45**

**Exhibit 3: Closeout Checklist**

*Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.*

**Contract No. 14581 – #14581 Agreement between Alachua County and True North Consulting Group for the Conduct of an ITS Penetration Test**

*Complete all applicable items.*

<b>ACTION/ITEM</b>	<b>Date Completed (by Vendor)</b>	<b>Vendor (initials)</b>	<b>County (initials)</b>
<b>General Requirements (Should be required on most Contracts)</b>			
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
<b>Contract Specific Requirements (All may not apply)</b>			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

**CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT**

\_\_\_\_\_  
Vendor/Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Administrator Signature

\_\_\_\_\_  
Date



**Exhibit 4: Payment Schedule**

<b>Task(s)</b>	<b>Hours Assigned</b>	<b>Hourly Labor Rate</b>	<b>Total</b>
Official Kickoff Meeting	4	\$185.00	\$740.00
External Penetration Testing	175	\$185.00	\$32,375.00
Internal Penetration Testing	156	\$185.00	\$28,860.00
Reports and Findings / Summary-Executive Summary Reports	22	\$185.00	\$4,070.00
Presentation of Findings to Alachua County's Authorized Staff Members	5	\$185.00	\$925.00
<b>Totals</b>	<b>362</b>		<b>\$66,970.00</b>

## **Exhibit 5: Insurance Requirements**

### **TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”**

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, employees or subconsultants.

#### **I. COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **II. AUTOMOBILE LIABILITY.**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.**

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

#### **V. OTHER INSURANCE PROVISIONS.**

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; or automobiles owned, leased, hired or borrowed by the Architect.
  - 2 The Architect’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Architect’s insurance and shall be non-contributory.
- C All Coverages
  - 1 The Architect shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

**VI. SUBCONSULTANTS**

Contractors shall include all subcontractors as insured under its policies. All sub consultants shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER:**                      **Alachua County Board of County Commissioners**

**Exhibit 5-A: Certificate of Insurance**

**Exhibit 6: Certification of Meeting Alachua County Wage Ordinance**

**Contact Title: #14581 Agreement between Alachua County and True North Consulting Group for the Conduct of an ITS Penetration Test**

**Contract No. 14581**

**RFP No. 24-509**

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

True North Consulting Group, LLC dba TNCG

,

**PROFESSIONAL**

Signed by:  
By: Logan Meier  
14607FF994B74C8...  
Print: Logan Meier

Title: SVP, Exec. GM, USA

Date: 07 February 2025

ATTACHMENT 7: No Coercion for Labor or Services Affidavit

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

STATE OF ~~xxxxxx~~ Texas,

COUNTY OF Dallas )

I, Carly Golboro (insert name) being duly sworn, state under oath:

1. I am a duly authorized representative of True North Consulting Group, LLC (insert name of vendor).
2. Under penalty of perjury, I attest and affirm that True North Consulting Group, LLC (insert name of vendor) does not use coercion as defined in section 787.06(2)(a), Florida Statutes to employ any person for labor or services.
3. This signed attestation is provided to Alachua County, Florida (insert name of district/governmental entity) to comply with section 787.06(13), Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

Date: 2/6, 2025.

Carly Golboro  
(Signature)

Subscribed and sworn to before me this Feb 6 day of 2025

Jonathan E. Smith  
Signature of Notary

Jonathan E. Smith (print name), Notary Public

Commission Number: 3802601

My Commission Expires on 02-27-26 (insert date)

Affix Notary Seal

