

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CYBERSECURITY ASSESSMENT INVITATION TO NEGOTIATE 39403**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 2:00 p.m., March 12, 2024. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, Central Bidding at *centralauctionhouse.com*, or the District’s website at *sjrwm.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, Central Bidding, or the District by calling or emailing Kendall Matott, Contracts Manager, at 386-312-2324 or kmatott@sjrwm.com. Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District is seeking the services of an experienced consultancy to assess the effectiveness of the agency’s IT security and data governance practices and make recommendations for improvement, including alignment with the NIST Cybersecurity Framework (CSF) as prescribed for state agencies and local governments in sections 282.318, Florida Statutes and NIST FIPS 199.

Before commencing any Work, as defined herein, all persons performing said Work, whether on or off District property, shall be required to sign a Confidentiality Agreement and may be required to undergo certain security checks, pursuant to Florida law.

Non-Mandatory Pre-Submittal Conference

A VIRTUAL NON-MANDATORY PRE-SUBMITTAL CONFERENCE IS SCHEDULED FOR 11:00 A.M., FEBRUARY 22, 2024.

Virtual Meeting Instructions: Please note a presentation may be given, please join by computer for full participation capabilities.

For Microsoft Teams or Skype:

Meeting ID: 217 745 683 810

Passcode: GEN5pw

Link: [Click here to join the meeting](#)

Or audio only:

Conference phone number 1-386-256-1151 Meeting ID: 260 631 712#

The District will conduct ITN process as follows:

| Date | Description |
|-------------------------------|---|
| February 22, 2024, 11:00 a.m. | Pre-Submittal Conference |
| March 12, 2024, 2:00 p.m. | ITN Submittals due |
| March 17, 2024, 10:00 a.m. | Review the evaluation criteria and responsibilities of the evaluators |
| March 27-28, 2024, 11:00 a.m. | Evaluation committee meeting to discuss, and rank proposals to establish short list to present oral presentations and discuss negotiation strategies. (District HQ, 4049 Reid St, Palatka, FL 32177, Admin Bldg, Conf Rm 147) |
| April 9-10, 2024 | Oral Presentations and hold negotiations with short-listed Respondents. All aspects of the proposal, agreement, and price are subject to negotiation. |
| April 11, 2024, 10:00 a.m. | Evaluation committee meeting to discuss oral presentations and finalize supplemental instructions |
| April 12, 2024 | Send supplemental instructions |
| April 24, 2024, 8:00 a.m. | Best and Final Offers due |
| April 24, 2024, 2:00 p.m. | Evaluation committee meeting to review and discuss Best and Final Offers. Once all offers are considered and the Evaluation committee has reached a decision, all Respondents will be notified in writing of the Evaluation Committee's intended recommendation to the Governing Board for consideration. |
| May 14, 2024, 10:00 a.m. | District Governing Board consideration to approve the Evaluation committee's recommendation |

Once all offers are considered and the Evaluation Committee has reached a decision, all Respondents will be notified in writing of the Evaluation Committee's intended recommendation to the Governing Board for consideration.

Special accommodations for disabilities may be requested through Kendall Matott, Contracts Manager, at 386-312-2324 or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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4. OPENING OF PROPOSALS

Respondents or their authorized agents are invited to attend the opening of the Proposals at the following time and place:

2:00 p.m., March 12, 2024
 St. Johns River Water Management District Headquarters
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Proposals from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Proposals.

Unless otherwise exempt, Respondent's Proposal is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Proposal is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its Proposal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Proposal for excessive or unwarranted assertion of trade secret confidentiality and return the Proposal to Respondent.

5. ELECTRONIC SUBMISSION AND PREPARATION AND ORGANIZATION OF THE SUBMITTAL

Respondent must submit its Proposal in an electronic format as directed in paragraph 3, above, or the Proposal may be deemed non-responsive.

Regardless of which method Respondents elect to submit their Proposals, Respondents must comply with the following instructions:

- a. All blank spaces on the bid documents must be typewritten or legibly printed in ink. In the event you decline to submit a Proposal, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a Proposal.
- b. Respondent must specify the cost for each item described in the Agreement (the "Work") in figures as indicated by the spaces provided on the Price Proposal — Cost Schedule.
- c. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.
- d. **Do NOT password protect the pin/flash/thumb drive or electronically submitted files.**
- e. The file naming conventions for the Proposal must clearly identify specific information, such as the solicitation number and the respondent's name (Example: ITN 39403, ABC Venture LLC. 01-19-2024).

All of the forms and questionnaires in the Invitation to Negotiate package are available upon request in Microsoft® Word and Excel to aid the Respondent in submitting its Proposal in electronic format.

A RESPONDENT'S PROPOSAL MAY BE REJECTED AS NON-RESPONSIVE FOR (1) FAILING TO COMPLETE ALL FORMS AND QUESTIONNAIRES; (2) FAILING TO PROVIDE ALL REQUIRED MATERIALS; OR (3) OTHERWISE FAILING TO COMPLY WITH INSTRUCTIONS FOR PREPARATION AND ORGANIZATION OF THE SUBMITTAL.

It is the Respondent's responsibility to include information in its Response to present all relevant qualifications and other materials. The Response, however, should not contain standard marketing or other general materials. The requirements set forth below represent the minimum content for the Response. It is Respondent's responsibility to modify such materials so that only directly relevant information is included in the Response.

Respondent must use a naming convention similar to the example shown below for each file folder:

Example: "ITN 39403_Proposer Name_Tab_1"

Tab 1 — Organizational Profile - Respondent's and Subconsultants' overall background, qualifications, capabilities, experience, and availability to conduct work as presented in the Statement of Work (Complete all District-provided forms)

1. Description of the Respondent firm and their overall qualifications and capabilities
2. Organizational structure and specific names, functions, and availability of key personnel (include resumes)
3. Organizations experience with penetration testing
4. Required Administrative Forms:
 - a. Proposal Form
 - b. Certificate as to Corporation Form
 - c. Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications
 - d. Qualifications — General Form
 - e. Proposed Subconsultants
 - f. Drug-Free Workplace Form – required only in the event of a tie

Tab 2 — Qualification References – provide three references from projects successfully completed within the past three years immediately preceding that date of receipt of submittals. At least one of the three similar projects must have been for a public sector entity in the United States.

1. Qualifications — Similar projects / Client references

Tab 3 — Technical qualifications and experience of key personnel in cybersecurity assessment projects emphasis on projects successfully completed within the last 3 years

2. Staffing functions, names, qualifications, certifications, and resumes
3. Allocation of staff assigned to the Project

Tab 4 — Technical Merit (Statement of Work)

1. Respondent Proposal (include phased Project plan with incremental milestones and deliverables)

Tab 5 — Cost Effectiveness

1. Cost Schedule Form

The Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of the qualifications. Each section shall be evaluated separately on its own merit.

If you need assistance or have any questions about the format, please email or call Kendall Matott at kmatott@sjrwmd.com or 386-312-2324.

6. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Invitation to Negotiate documents, but the Respondent is

ultimately responsible for submitting the Proposal in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Proposals in order to be considered. Requests may be submitted by email at kmatott@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted on DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Proposals.

Submission of a Proposal constitutes acknowledgment of receipt of all addenda. Proposals will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Proposal, as submitted. All addenda become part of the Agreement.

7. BUDGET

The estimated budget for the Work is \$50,000 and is an estimate only and does not limit the District in awarding the Agreement. Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Proposals if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. MINIMUM QUALIFICATIONS

Respondent must use and complete the “Qualification” forms (General, Similar Projects, and Client References) provided in these documents toward documenting its minimum qualifications. If Respondent fails to include these forms and the documentation requested below in the ITN process, Respondent’s Proposal may be considered non-responsive.

- a. Minimum five years of experience in cybersecurity consulting
- b. Must have successfully completed three similar projects in the past three years
- c. Assigned project lead must hold certification(s) in information security. Please provide project lead’s name and certifications held.
- d. Respondent must conduct the Work within the United States of America

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Proposal if the evidence submitted by such Respondent and/or the District’s independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

9. PROPOSAL GUARANTY

For purposes of this solicitation proposal guaranty is not required.

10. SUBCONTRACTS

Respondent must submit with its Proposal a list of all known subconsultants who will participate in more than ten percent of the Work on the attached “Proposed Subconsultants” form. Acceptance of the Proposal does not constitute approval of the subconsultants identified with the Proposal.

11. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Proposal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership. If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the Proposal or in substantial performance of the Work have been identified in the Proposal forms.

12. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

13. REJECTION OF PROPOSAL

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

The District reserves the right to reject any and all Proposals and cancel this invitation to negotiate when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

14. WITHDRAWAL OF PROPOSAL

Respondent may withdraw its Proposal if it submits such a written request to the District prior to the designated date and hour of opening of Proposals. Respondent may be permitted to withdraw its Proposal no later than 72 hours after the Proposal opening for good cause, as determined by the District in its sole judgment and discretion.

15. EVALUATION AND AWARD PROCEDURES

- a. Proposals will be evaluated by a staff evaluation committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA" to determine the shortlist of respondents for the oral presentations and negotiation phase of the solicitation process, as well as the final rankings, inclusive of the Best-and-Final offers. The committee members will meet at District headquarters or other location as appropriate to discuss the Proposals and their individual evaluations. The committee will meet to evaluate and rank the Proposals in the location(s), time(s) and date(s), stated at the beginning of this Invitation to Negotiate package. Each committee member completes an electronic evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the evaluation committee meeting.
- b. Short-listed Respondents may be invited to present and negotiate on their proposals. ***Following negotiations, each Respondent will submit Best-and-Final Offers ("BAFO") to the District.*** After receiving BAFOs, Proposals will be re-evaluated using the same criteria and methodology used to score the initial proposals.
- c. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- d. Pursuant to §286.0113 Fla. Stat., if the District rejects all Proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all Proposals.
- e. Following the evaluation process, the District will submit a recommendation to the Governing Board for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the evaluation committee's final ranking of Submittals.
- f. The Agreement will be awarded to the Respondent having the highest ranked Proposal, which successfully concludes negotiations with the District (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the Proposal that the District deems in its best interest.
- g. If two or more Proposals are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; or (3) by lot.
- h. In the event the Successful Respondent fails to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to award the Agreement to the next highest ranked Respondent, if available.
- i. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

16. EVALUATION CRITERIA

The staff evaluation committee will evaluate the Proposal using the evaluation criteria on the subsequent page. Failure by Respondent to include the required information may result in the Proposal being considered non-responsive or may receive a correspondingly low score pursuant to the evaluation rating scale.

The District will use the following scoring matrices to determine the shortlist of respondents for the oral presentations and negotiation phase of the solicitation process, as well as the final rankings inclusive of the Best-and-Final Offers.

1. Determine the Shortlist of Respondents – Initial Ranking
 - a. The committee will use the total weighted score for Criteria Items 1 – 5 of the “Written Submittal” to determine a shortlist of respondents that will advance to the oral presentation and negotiation phase of the solicitation process.
 - b. The committee may opt to invite all respondents to the oral presentation and negotiations phase of the solicitation process.
2. Determine Final Ranking of Respondents
 - a. The District will re-evaluate the Proposals after the oral presentation and negotiation phase and receipt of BAFOs to determine a final score for each Respondent. The initial score will not be considered in the final score of each Respondent.

Responses shall include information or documentation regarding, and will be evaluated using, the evaluation criteria set forth below. The evaluation rating scale is as follows:

More than adequate8 – 10 Less than adequate1 – 4
 Adequate5 – 7 Not covered in submittal0

| ITN 39403 - Cybersecurity Assessment | | | | | |
|---|--------|-------------------|----------------|--|----------------|
| Criteria | Weight | Written Submittal | | Written Submittal, Oral Presentations & BAFO | |
| | | Raw Score | Weighted Score | Raw Score | Weighted Score |
| Note: If the Evaluation Committee determines that the written Proposals are sufficient to finalize its rankings of Respondents, then oral presentations will not be required and the total scores for the written Proposals will be used to determine the rankings. | | | | | |
| Tab 1: Organizational Profile: Respondent’s and Subconsultants’ overall background, qualifications, capabilities, experience, and availability to conduct work as presented in the Statement of Work (Complete all District-provided forms). 1. Description of the Respondent firm and their overall qualifications and capabilities 2. Organizational structure and specific names, functions, and availability of key personnel (include resumes) 3. Organization’s experience with penetration testing 4. Required Administrative Forms: Proposal Form, Certificate as to Corporation Form, Affidavit as to Non-Collusion and Certification of Material Conformance with Specifications, Qualifications — General Form, Proposed Subconsultants, and Drug-Free Workplace Form | 10% | | | | |
| Tab 2: Client References - provide three references from projects successfully completed within the past three years immediately preceding the date of receipt of Submittals. 1. Qualifications Form — Client References; Letters of reference from at least three of those listed on the Client REFERENCES form 2. Qualifications Form — Similar Project (s) | 5% | | | | |
| Tab 3: Technical qualifications and experience of key personnel in cybersecurity assessment projects emphasis on projects successfully completed within the last 3 years. 1. Staffing functions, names, qualifications, certifications, and resumes 2. Allocation of staff assigned to the Project | 20% | | | | |

| | | | | | |
|--|------|--|--|--|--|
| <p>Tab 4: Technical Merit (Statement of Work): Respondent provided Proposal. 1. Understanding of requested services 2. Understanding and experience with NIST CSF and FIPS 199 3. Understanding of data governance 4. Understanding of storage of sensitive data 5. Approach to assessment 6. Approach to penetration testing 7. Implementation and Service Methodology 8. Adequately addresses project objectives 9. Proposed incremental milestones and deliverables</p> | 35% | | | | |
| <p>Tab 5: Cost Effectiveness: Cost Schedule Form The Respondent whose proposed cost is the lowest will receive a Cost Score of 10. All other Proposals will be scored proportionately using the following formula: Multiply the lowest proposed amount by 10, divide that amount by the next lowest amount to determine the Plan Design Cost Score, and so forth.</p> | 30% | | | | |
| TOTALS | 100% | | | | |

17. EXECUTION OF AGREEMENT

Submittal of a Proposal binds the Successful Respondent to perform the Work upon acceptance of the Proposal and execution of the Agreement by the District.

Unless all Proposals are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9
- b. Satisfactory evidence of all required insurance coverage
- c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- d. All other information and documentation required by the Agreement

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

18. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its proposal. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

19. DIVERSITY OPPORTUNITY

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

20. FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation to Negotiate is intended to remain tangible personal property and not become part of a public work owned by the District.

21. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

22. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, state of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

23. NOTICES AND SERVICES THEREOF

The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com*, Central Bidding at *centralauctionhouse.com*, and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.

Notices will be posted for a minimum of 72 hours. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are posted.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

24. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

Notice is hereby provided that pursuant to Section 287.05701, Florida Statutes, the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible respondent and (2) may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

25. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications contained in a solicitation, including addenda, must file a Notice of Protest within 72 hours after its posting.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a written Notice of Protest within 72 hours after posting of the decision or intended decision.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the District's estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

FORMS

PROPOSAL FORM

Include this form in the response in digital format as a PDF.

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this proposal as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this proposal or in the Agreement to be entered into; that this proposal is made without connection with any other person, company, or parties making a proposal; and that this proposal is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the proposal opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its proposal is accepted, Respondent shall contract with the District in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

| Addendum No. | Date | Addendum No. | Date |
|--------------|-------|--------------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title

COST SCHEDULE

Include this form in the response in digital format as a PDF.

Proposal to be opened at 2:00 p.m., March 12, 2024.

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting proposals for the Cybersecurity Assessment, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the **Cost Schedule form** submitted under the “Tab 5” subfolder (**Cost Schedule form and Proposal, completed by Respondent**).

COST SCHEDULE

| Respondent’s Name: _____ | |
|--------------------------------------|----------------------|
| ITN 39403 - Cybersecurity Assessment | |
| SERVICES | TOTAL PROPOSAL COST* |
| Cybersecurity Assessment | \$ _____ |

Total Project Cost in words: _____

If said Proposal exceeds the estimated amount set forth in the District’s solicitation, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to “PREPARATION AND ORGANIZATION OF SUBMITTAL DOCUMENTS” for information to be included with the proposal package.

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the state of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

I HEREBY ACKNOWLEDGE, as Respondent’s authorized representative, that I have fully read and understand all terms and conditions as set forth in this proposal and upon award of such proposal, shall fully comply with such terms and conditions.

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

CERTIFICATE AS TO CORPORATION

Include this form in the response in digital format as a PDF.

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Invitation to Negotiate and perform all work and furnish materials and equipment required under the Agreement and is authorized to do business in the state of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing proposal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

Include this form in the response in digital format as a PDF.

STATE OF _____
COUNTY OF _____

I, the undersigned, _____ being first duly sworn, depose and say that:

- 1. I am the owner or duly authorized officer, representative, or agent of:
the Respondent that has submitted the attached proposal.
2. The attached proposal is genuine. It is not a collusive or sham proposal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached proposal.
4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached proposal of any other Respondent, or to fix any overhead, profit, or cost element of the proposal prices or the proposal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.
5. The price(s) quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

QUALIFICATIONS — GENERAL

Include this form in the response

As part of the proposal, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

Name of Respondent: _____

Respondent’s tax identification No.: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

Total number of years Respondent has experience in similar cybersecurity assessment consulting to public or private entities with multiple locations as described in the INSTRUCTIONS TO RESPONDENTS: _____

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this proposal or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

Describe the background/experience of the person or persons who will be primarily responsible for directing the Services that will be performed pursuant to this proposal. This inquiry is intended to encompass the project (account) manager who will be engaged on a daily basis in directing performance of the Services.

Similar Project 2:

Agency/company: _____

Public sector entity in the United states: Yes No

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description and Location of Project: _____

Annual project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

How many locations did you provide these services for? _____

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Indicate which services were provided to the client as a turn-key solution (check all that apply):

- Cyber risk assessment
- IT controls assessment based on NIST CSF
- Data governance assessment and planning
- Data storage assessment and planning
- IT policies and practices assessment
- Penetration testing

Similar Project 3:

Agency/company: _____

Public sector entity in the United states: Yes No

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ Email: _____

Address of agency/company: _____

Name of project: _____

Description and Location of Project: _____

Annual project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

How many locations did you provide these services for? _____

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Indicate which services were provided to the client as a turn-key solution (check all that apply):

- Cyber risk assessment
- IT controls assessment based on NIST CSF
- Data governance assessment and planning
- Data storage assessment and planning
- IT policies and practices assessment
- Penetration testing

PROPOSED SUBCONSULTANTS

Include this form in the response in digital format as a PDF.

Respondent must submit with its Proposal a list of all known subconsultants who will participate in more than ten percent of the Work by providing the information requested below. Acceptance of the Proposal does not constitute approval of the subconsultants identified with the Proposal.

1. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

6. Name and address of subconsultant: _____

Description of work: _____

Estimated value of Work: _____

DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

Include this form in the response in digital format as a PDF.

The Respondent, (business name) _____, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
 - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
 - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: _____

Title: _____

Date: _____

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION TO NEGOTIATE 39403

Your reasons for not responding to this Invitation to Negotiate are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of proposals. Thank you for your cooperation.

Please check (as applicable):

- Specifications too "general" (explain below)
- Insufficient time to respond to the solicitation
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet solicitation specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: _____

DATE _____

RESPONDENT (FIRM NAME) _____

ADDRESS _____

E-MAIL ADDRESS _____

SIGNATURE _____ TYPED NAME AND TITLE _____

TELEPHONE NUMBER _____

**SAMPLE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR
CYBERSECURITY ASSESSMENT**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and _____ (“”), whose address is _____. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Consultant agrees to furnish and deliver all materials and perform all labor required for 39403, Cybersecurity Assessment (the “Work”). In accordance with ITN 39403, Consultant shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2025, unless extended by mutual written agreement of the parties. The Work shall be completed in accordance with the Statement of Work and in no event later than the Completion Date.

2. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Consultant shall deliver all products and deliverables as stated therein. Consultant is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Consultant shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Consultant shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Consultant shall submit written progress reports to the District’s Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

3. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Consultant has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

4. **FUNDING OF AGREEMENT**

For satisfactory performance of the Work, the District agrees to pay Consultant a sum not to exceed \$_____ (the "Total Compensation"), as specified in the Cost Schedule set forth in Attachment A, Statement of Work. The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations estimates for each District fiscal year:

| | |
|---|-----------------|
| Fiscal Year: April 1, 2024 – September 30, 2024 | Amount:\$ |
| Fiscal Year: October 1, 2024 – September 30, 2025 | Amount:\$ |

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation and may be reallocated between fiscal years.

5. **PAYMENT OF INVOICES**

- (a) Consultant shall submit itemized invoices on a monthly basis for the work by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Accounting Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Consultant shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Consultant shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Consultant shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Consultant must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) **Required Invoice Information.** All invoices shall include the following information: (1) District contract number; (2) Consultant's name and address (include remit address, if necessary); (3) Consultant's invoice number and date of invoice; (4) District Project Manager; (5) Consultant's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required). Invoices

that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Consultant and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
 - (f) **Payments.** The District shall pay Consultant 100% of each approved invoice. Absent exceptional circumstances, Consultant is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
 - (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of Consultant to make payments when due to subconsultants or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another Consultant; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Consultant a written statement accepting all deliverables. Consultant's acceptance of final payment shall constitute a release in full of all Consultant claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **INDEMNIFICATION.** Consultant shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Consultant, its employees or subconsultants, in the performance of the Work. Consultant shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Consultant-employees performing under this contract.
8. **INSURANCE.** Consultant shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Consultant waives its right of recovery against the District to the extent permitted by its insurance policies. Consultant's insurance shall be considered primary, and District insurance shall be considered excess, as may be applicable to Consultant's obligation to provide insurance.
9. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Consultant and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such

additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

10. PROJECT MANAGEMENT PERSONNEL

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Sam Gardner, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2571
Phone: 386-643-1962
Email: sgardner@sjrwmd.com

CONSULTANT

TBD, Project Manager
TBD
TBD
TBD
Phone: TBD
Email: TBD

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (c) Consultant shall provide efficient supervision of the Work, using its best skill and attention.
- (d) Consultant shall maintain an adequate and competent professional staff. Consultant's employees, subconsultants, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Consultant shall furnish proof thereof.

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** If not otherwise addressed in the Statement of Work, upon written request, Consultant shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Consultant, and may include emails, memos, and letters.
- (b) **Progress Meetings.** The District may conduct progress meetings with Consultant on a frequency to be determined by the District. In such event, Consultant shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
- (c) **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Consultant shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Consultant through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

12. FORCE MAJEURE; DELAYS

- (a) Force Majeure. Consultant shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of

the following circumstances beyond the control of Consultant: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) strikes, (j) freight embargoes, or (k) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

- (b) **Delay.** Consultant shall not be compensated for delays caused by Consultant's inefficiency, rework made necessary by Consultant's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Consultant shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay. If the delay is due to the failure of another District Consultant to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

13. AMENDMENTS; EMERGENCY CHANGES IN WORK

- (a) **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement shall be implemented through a formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement.
- (b) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Consultant an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Consultant shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Consultant's estimate, the parties shall negotiate an Amendment or DSI. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Consultant decline to perform the emergency change in the Work.

14. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Consultant's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or

having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subconsultants, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (09) any other material breach of this Agreement. In such event, the District shall provide Consultant with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Consultant an opportunity to cure said deficiency as provided in REMEDIES FOR NON-PERFORMANCE; Consultant Correction of Deficiencies. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Consultant shall not receive any further payment until the Work is completed by the District. Consultant shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Consultant.

- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Consultant. In such event, Consultant shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Consultant shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Consultant shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Consultant may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subconsultants and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Consultant fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Consultant fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Consultant to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Consultant not less than five days' written notice, except in emergency circumstances. Consultant shall immediately comply with such notice. Should such stoppage increase Consultant's cost, an equitable adjustment will be made by Amendment to the agreement. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Consultant's Right to Stop Work or Terminate Agreement**
- i. **Stop Work.** Consultant may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Consultant or third persons; or (3) the District fails to pay Consultant when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Consultant shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
 - ii. **Termination.** Consultant may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Consultant, for a period of not less than three months; (2) the District fails to pay Consultant when due any undisputed and adequately documented sum certified for payment by the District Project

Manager. In such event, Consultant shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.

- iii. **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

ADDITIONAL PROVISIONS (In Alphabetical Order)

15. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the District and Consultant covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or provide for an extension of time.

CONSULTANT: Consultant, its officers, employees, agents, successors, and assigns.

CONSULTANT'S PROJECT MANAGER: The individual designated by the Consultant to be responsible for overall coordination, oversight, and management of the Work for Consultant.

DAY: All references to "day" shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

HOLIDAY: New Year's Day, Birthday of Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving and the Friday after Thanksgiving, and Christmas Day (as observed by the District).

INVITATION TO NEGOTIATE: An advertised solicitation for sealed competitive Proposals, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Responses, and all contractual terms and conditions.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a bid, proposal, or Performance and Payment Bond, the word "principal" means the same as the word "Consultant."

RESPONDENT: Any person who submits a response to a solicitation.

STATEMENT OF WORK: The District's written directions, requirements, and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONSULTANTS or SUBCONTRACTORS: Those persons having a direct contract with Consultant relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

TOTAL PROPOSAL COST: The total cost identified in Consultant's Proposal to be paid to Consultant for completion of the Work for sixty months.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

16. RESERVED

17. ASSIGNMENT AND SUBCONTRACTS

- (a) Consultant shall not sublet, assign, or transfer any Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Consultant shall notify the District's Project Manager in writing of the name of any subconsultant that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subconsultant nor any other provision of this Agreement creates a contractual relationship between any subconsultant and the District.
- (b) Consultant is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Consultant is fully responsible to the District for the acts and omissions of its subconsultants and persons directly or indirectly employed by them and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

18. **AUDIT; ACCESS TO RECORDS.** Consultant must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Consultant must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Consultant shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

19. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

20. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Consultant and any subconsultants understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

21. COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONSULTANTS

- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District Consultant is contiguous to Consultant's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Consultant shall arrange its Work so as not to interfere with the District or other District Consultants and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Consultant shall perform its Work in the proper sequence in relation to that of other District Consultants, as may be directed by the District. Consultant shall afford other District Consultants reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Consultant shall take into account all

contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Consultant shall be liable for any damage it causes to the work performed by other District Consultants.

- (b) If any part of the Work depends for proper execution or results upon the work of other District Consultants, Consultant shall inspect and promptly report any defects in the other Consultants' work that render it unsuitable for Consultant's Work. Failure to so inspect and report shall constitute an acceptance of the other Consultants' work as fit and proper for the reception of its Work, except as to defects which may develop in the other Consultants' work after execution of the Work.

22. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Consultant in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Consultant should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

23. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Consultant is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Consultant shall proceed with the Work in accordance with said determination. This shall not waive Consultant's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Consultant declines to modify the invoice, the Consultant must notify the District in writing within ten days of receipt of notice of rejection that the Consultant will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Consultant's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

- 24. **DIVERSITY.** The District is committed to the opportunity for diversity in its procurement activities and encourages its vendors (Consultants and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-Consultants. The District will assist Consultant by sharing information on W/MBEs.

25. EMPLOYMENT ELIGIBILITY.

- (a) Pursuant to section 448.095, Fla. Stat., Consultant must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of all newly hired employees during the term of this Agreement. Within 30 days of this Agreement's Effective Date, Consultant must provide the District with evidence that Consultant is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.e-verify.gov.
- (b) Consultant shall include in related subcontracts, if authorized under this Agreement, a requirement that subconsultants performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all employees used by the subconsultant for the performance of the Work. The subconsultant must provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant must maintain a copy of such affidavit for the duration of the Agreement. If the District has a good faith belief that a subconsultant knowingly violated section 448.095, Fla. Stat., and notifies Consultant of such, but the Consultant otherwise complied with the statute, then Consultant shall immediately terminate the contract with the Subconsultant.

26. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be Putnam County or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

27. INTEREST IN THE BUSINESS OF CONSULTANT; NON-LOBBYING. Consultant certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Consultant to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

28. INDEPENDENT CONTRACTOR. Consultant is an independent contractor. Neither Consultant nor Consultant's employees are employees or agents of the District. Consultant controls and directs the means and methods by which the Work is accomplished. Consultant is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. Consultant's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subconsultants necessary to perform the Work; (3) providing any and all employment benefits; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Consultant is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Consultant's duties hereunder or alter Consultant's status as an independent Consultant. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

29. **RESERVED.**

30. **NUISANCE.** Consultant shall exercise every reasonable means to avoid causing any unplanned system outages.

31. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Consultant shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Consultant represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Consultant shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Consultant is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Consultant's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.

32. **RESERVED**

33. **PUBLIC RECORDS**

- (a) **Consultant** is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Consultant for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Consultant, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Consultant shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Consultant shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Consultant shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Consultant meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Consultant of the request, and the Consultant must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Consultant fails to provide the public records to the District within a reasonable time, the Consultant may be subject to penalties under s. 119.10, Fla. Stat.
 - ii. Upon request from the District's custodian of public records, Consultant shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

- iii. Consultant shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the District.
- iv. Upon completion of the Agreement, Consultant shall transfer, at no cost to District, all public records in possession of Consultant or keep and maintain public records required by the District to perform the services under this Agreement. If the Consultant transfers all public records to the District upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONSULTANTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

District Clerk
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
(386) 329-4127
clerk@sjrwmd.com

- 34. **RELEASE OF INFORMATION.** Consultant shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.
- 35. **REMEDIES FOR NON-PERFORMANCE**
 - (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Consultant to correct the deficiency or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
 - (b) **Consultant Correction of Deficiencies.** The District shall provide Consultant with written notice of deficiency. At the District's sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Consultant disputes that a failure of performance has occurred, Consultant shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Consultant shall bear the cost of correcting all work of other Consultants that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take

timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.

- (c) **Alternative Remedies to Correct Deficiency.** If the District determines that it is not in its best interest for Consultant to correct incomplete or damaged Work caused by Consultant's failure of performance, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **District Technical Assistance.** The District may elect to provide technical assistance to Consultant in order to complete satisfactory performance of the Work. If the District is performing a function that Consultant is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Consultant that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Consultant shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.

36. **ROYALTIES AND PATENTS.** Consultant certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Consultant shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the District harmless from loss on account thereof; provided, however, that the District shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the District. If Consultant obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the District.

37. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Consultant has the sole and exclusive duty for the safety of the premises. Consultant shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Consultant shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Consultant nor its subconsultants shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or illegal drugs, on or from the Premises or adjacent property except as authorized by law. Consultant employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Consultant shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Consultant.

38. **SCRUTINIZED COMPANIES.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Consultant is found to have submitted a false certification; or if Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in §287.135, Fla. Stat. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if Consultant is found to have submitted a false certification; or if Consultant is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

39. **USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Consultant shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
40. **WORK SCHEDULE.** For construction or other services where Consultant is physically present upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Consultant's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Consultant has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONSULTANT

Michael A. Register, P.E., Executive Director

Typed Name and Title

Date:

Date: _____

Attest: _____
Typed Name and Title

- Attachments:
- Attachment A — Statement of Work/Technical Specifications
 - Attachment B — Insurance Requirements
 - Attachment C — District’s Supplemental Instructions (sample)

ATTACHMENT A — STATEMENT OF WORK

[This Statement of Work will be updated to encompass the terms of the Successful Respondent's Best-and-Final Offer]

INFORMATION TECHNOLOGY CYBERSECURITY ASSESSMENT**1. Introduction/Background:**

The St. Johns River Water Management District is an agency of the state of Florida. The agency has 10 offices throughout northeast Florida and approximately 525 employees. The agency provides information technology to the staff for daily operations and has applications on the Internet to allow the public to interact, including a digital permitting system.

2. Purpose:

The District is seeking the services of an experienced consultancy to assess the effectiveness of the agency's IT security and data governance practices and make recommendations for improvement, including alignment with the NIST Cybersecurity Framework (CSF) as prescribed for state agencies and local governments in sections 282.318, Florida Statutes and NIST FIPS 199.

3. Tasks:

Perform Agency-Level Cyber Risk Assessment

- Document NIST CFS alignment
- Capture observations of threat and risks

Perform Agency-Level Control Evaluation

- Perform interview-based assessment of the 108 NIST CSF controls
- Perform control testing for 40 prioritized risk controls (section 4)
- Provide control maturity based on CMMI model
- Recommend a compliance tracking tool for security controls

Perform Agency-Level Data Governance Assessment for Sensitive Data

- Assess the agency's classification of data and system based on NIST FIPS 199
- Perform interview-based assessment of storage locations for personally identifiable information and financial information
- Provide recommendations for secure storage of sensitive data

Perform Agency-Level Policies and Practices Assessment

- Review and assess information technology policies and guidelines
- Evaluate staffing levels, organization, and technical capabilities
- Provide recommendations to enhance the organization including staffing, training and certifications
- Provide recommendation for chief information security officer specifically whether the role should be full time or accomplished through contract

Perform Penetration Tests

- Review penetration testing performed by current MSSP
- Perform comprehensive penetration test of all 10 SJRWMD sites.

Recommend Additional Security Control Frameworks and Standards

- Changes between NIST CSF 1.4 and 2.0, currently in draft, where the changes may significantly impact recommendations in the final report.

Additional objectives and tasks will be added based upon the successful respondent's proposal and negotiations during the ITN process.

4. Prioritized Risk Controls (based on NIST CSF 1.4):

| Ref # | CSF Function | CSF Category | CSF Category Description | CSF Control # | CSF Subcategory |
|-------|------------------|---------------------------------|--|----------------|--|
| 1 | 1- IDENTIFY (ID) | Asset Management (ID.AM) | Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to business objectives and the organization's risk strategy. | ID.AM-1 | Physical devices and systems within the organization are inventoried. |
| 2 | 1- IDENTIFY (ID) | Asset Management (ID.AM) | Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to business objectives and the organization's risk strategy. | ID.AM-3 | Organizational communication and data flows are mapped |
| 3 | 1- IDENTIFY (ID) | Governance (ID.GV) | Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk. | ID.GV-4 | Governance and risk management processes address cybersecurity risks |
| 4 | 1- IDENTIFY (ID) | Risk Assessment (ID.RA) | Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals | ID.RA-1 | Asset vulnerabilities are identified and documented |
| 5 | 2- PROTECT (PR) | Access Control (PR.AC) | Access Control (PR.AC): Access to assets and associated facilities is limited to authorized users, processes, or devices, and to authorized activities and transactions. | PR.AC-1 | Identities and credentials are issued, managed, verified, revoked, and audited for authorized devices, users and processes |
| 6 | 2- PROTECT (PR) | Access Control (PR.AC) | Access Control (PR.AC): Access to assets and associated facilities is limited to authorized users, processes, or devices, and to authorized activities and transactions. | PR.AC-3 | Remote access is managed |
| 7 | 2- PROTECT (PR) | Access Control (PR.AC) | Access Control (PR.AC): Access to assets and associated facilities is limited to authorized users, processes, or devices, and | PR.AC-5 | Network integrity is protected, incorporating network segregation where appropriate |

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| | | | to authorized activities and transactions. | | |
| 8 | 2- PROTECT (PR) | Access Control (PR.AC) | Access Control (PR.AC): Access to assets and associated facilities is limited to authorized users, processes, or devices, and to authorized activities and transactions. | PR.AC-7 | Users, devices, and other assets are authenticated (e.g., single-factor, multi-factor) commensurate with the risk of the transaction (e.g., individuals' security and privacy risks and other organizational risks) |
| 9 | 2- PROTECT (PR) | Awareness and Training (PR.AT) | Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are adequately trained to perform their information security-related duties and responsibilities consistent with related policies, procedures, and agreements. | PR.AT-1 | All users are informed and trained |
| 10 | 2- PROTECT (PR) | Data Security (PR.DS) | Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information. | PR.DS-2 | Data-in-transit is protected |
| 11 | 2- PROTECT (PR) | Data Security (PR.DS) | Data Security (PR.DS): Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information. | PR.DS-5 | Protections against data leaks are implemented |
| 12 | 2- PROTECT (PR) | Information Protection Processes and Procedures (PR.IP) | Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets. | PR.IP-1 | A baseline configuration of information technology/industrial control systems is created and maintained incorporating security principles (e.g. concept of least functionality) |
| 13 | 2- PROTECT (PR) | Information Protection Processes and Procedures (PR.IP) | Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets. | PR.IP-4 | Backups of information are conducted, maintained, and tested periodically |

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| 14 | 2- PROTECT (PR) | Information Protection Processes and Procedures (PR.IP) | Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets. | PR.IP-9 | Response plans (Incident Response and Business Continuity) and recovery plans (Incident Recovery and Disaster Recovery) are in place and managed |
| 15 | 2- PROTECT (PR) | Information Protection Processes and Procedures (PR.IP) | Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets. | PR.IP-10 | Response and recovery plans are tested |
| 16 | 2- PROTECT (PR) | Protective Technology (PR.PT) | Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements. | PR.PT-1 | Audit/log records are determined, documented, implemented, and reviewed in accordance with policy |
| 17 | 2- PROTECT (PR) | Protective Technology (PR.PT) | Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements. | PR.PT-2 | Removable media is protected and its use restricted according to policy |
| 18 | 2- PROTECT (PR) | Protective Technology (PR.PT) | Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements. | PR.PT-4 | Communications and control networks are protected |
| 19 | 3- DETECT (DE) | Anomalies and Events (DE.AE) | Anomalies and Events (DE.AE): Anomalous activity is detected in a timely manner and the potential impact of events is understood. | DE.AE-1 | A baseline of network operations and expected data flows for users and systems is established and managed |
| 20 | 3- DETECT (DE) | Anomalies and Events (DE.AE) | Anomalies and Events (DE.AE): Anomalous activity is detected in a timely manner and the potential impact of events is understood. | DE.AE-2 | Detected events are analyzed to understand attack targets and methods |
| 21 | 3- DETECT (DE) | Anomalies and Events (DE.AE) | Anomalies and Events (DE.AE): Anomalous activity is detected in a timely manner and the potential impact of events is understood. | DE.AE-3 | Event data are aggregated and correlated from multiple sources and sensors |

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| 22 | 3- DETECT (DE) | Anomalies and Events (DE.AE) | Anomalies and Events (DE.AE): Anomalous activity is detected in a timely manner and the potential impact of events is understood. | DE.AE-5 | Incident alert thresholds are established |
| 23 | 3- DETECT (DE) | Security Continuous Monitoring (DE.CM) | Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures | DE.CM-1 | The network is monitored to detect potential cybersecurity events |
| 24 | 3- DETECT (DE) | Security Continuous Monitoring (DE.CM) | Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures | DE.CM-2 | The physical environment is monitored to detect potential cybersecurity events |
| 25 | 3- DETECT (DE) | Security Continuous Monitoring (DE.CM) | Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures | DE.CM-3 | Personnel activity is monitored to detect potential cybersecurity events |
| 26 | 3- DETECT (DE) | Security Continuous Monitoring (DE.CM) | Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures | DE.CM-4 | Malicious code is detected |
| 27 | 3- DETECT (DE) | Security Continuous Monitoring (DE.CM) | Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures | DE.CM-5 | Unauthorized mobile code is detected |
| 28 | 3- DETECT (DE) | Security Continuous Monitoring (DE.CM) | Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures | DE.CM-6 | External service provider activity is monitored to detect potential cybersecurity events |
| 29 | 3- DETECT (DE) | Security Continuous Monitoring (DE.CM) | Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures | DE.CM-7 | Monitoring for unauthorized personnel, connections, devices, and software is performed |
| 30 | 3- DETECT (DE) | Security Continuous Monitoring (DE.CM) | Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to | DE.CM-8 | Vulnerability scans are performed |

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| | | | identify cybersecurity events and verify the effectiveness of protective measures | | |
| 31 | 3- DETECT (DE) | Detection Processes (DE.DP) | Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure timely and adequate awareness of anomalous events. | DE.DP-2 | Detection activities comply with all applicable requirements |
| 32 | 4- RESPOND (RS) | Response Communications (RS.CO) | Communications (RS.CO): Response activities are coordinated with internal and external stakeholders, as appropriate, to include external support from law enforcement agencies. | RS.CO-1 | Personnel know their roles and order of operations when a response is needed |
| 33 | 4- RESPOND (RS) | Response Communications (RS.CO) | Communications (RS.CO): Response activities are coordinated with internal and external stakeholders, as appropriate, to include external support from law enforcement agencies. | RS.CO-2 | Incidents are reported consistent with established criteria |
| 34 | 4- RESPOND (RS) | Response Communications (RS.CO) | Communications (RS.CO): Response activities are coordinated with internal and external stakeholders, as appropriate, to include external support from law enforcement agencies. | RS.CO-3 | Information is shared consistent with response plans |
| 35 | 4- RESPOND (RS) | Response Analysis (RS.AN) | Analysis (RS.AN): Analysis is conducted to ensure adequate response and support recovery activities | RS.AN-1 | Notifications from detection systems are investigated |
| 36 | 4- RESPOND (RS) | Response Analysis (RS.AN) | Analysis (RS.AN): Analysis is conducted to ensure adequate response and support recovery activities | RS.AN-2 | The impact of the incident is understood |
| 37 | 4- RESPOND (RS) | Response Analysis (RS.AN) | Analysis (RS.AN): Analysis is conducted to ensure adequate response and support recovery activities | RS.AN-4 | Incidents are categorized consistent with response plans |
| 38 | 4- RESPOND (RS) | Response Analysis (RS.AN) | Analysis (RS.AN): Analysis is conducted to ensure adequate response and support recovery activities | RS.AN-5 | Processes are established to receive, analyze and respond to vulnerabilities disclosed to the organization from internal and external sources (e.g. internal testing, security bulletins, or security researchers) |
| 39 | 4- RESPOND (RS) | Mitigation (RS.MI) | Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and eradicate the incident. | RS.MI-3 | Newly identified vulnerabilities are mitigated or documented as accepted risks |

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| 40 | 5-RECOVER (RC) | Recovery Planning (RC.RP) | Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure timely restoration of systems or assets affected by cybersecurity events. | RC.RP-1 | Recovery plan is executed during or after a cybersecurity incident |
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5. Deliverables:

Preliminary findings from each project phase in the successful respondent's proposed project plan, as finalized through the ITN process.

Final Written report (after completion of all project phases) in MS Word and PDF format including:

- An executive summary
- Documented observations
- Detailed findings
- Actionable recommendations

Participation in a meeting with senior leadership to present final findings and recommendations.

6. Timeline:

This assessment is expected to be completed in a 9-month period.

7. Geographic Requirements:

For security purposes, all Work must be performed within the United States of America.

8. Confidentiality of District Cybersecurity Information:

Pursuant to section 119.0725, Florida Statutes, the following information is generally confidential and exempt from disclosure under Florida's public records laws:

- Coverage limits and deductible or self-insurance amounts of insurance other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of an agency;
- Information relating to the District's critical infrastructure (including existing and proposed information technology and operational technology systems and assets);
- Cybersecurity incident information reported pursuant to s.282.318, Florida Statutes, or s.282.3185, Florida Statutes; and
- Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents (including suspected or confirmed breaches).

To facilitate the performance of the Work, the District may provide Consultant with such confidential information. If Consultant receives such confidential information, Consultant must maintain the confidential nature of the information and not disclose the information without the express written consent of the District. Any confidential information in the Consultant's possession at the termination of the Agreement shall be returned to the District or, if approved by the District in writing, destroyed in accordance with the District's instructions.

ATTACHMENT B — INSURANCE REQUIREMENTS

Consultant shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Consultant shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Consultant's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Consultant is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- a. **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Consultant claims an exemption from workers' compensation coverage, Consultant must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Consultant must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- b. **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a (n) project aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent Consultants, and (4) property in the care, control, or custody of the Consultant. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- c. **Automobile Liability.** \$500,000 combined single limit.
- d. **Umbrella Policy.** Minimum limits of \$2,000,000 per occurrence.
- e. **Professional Liability.** (Per claim) \$1,000,000 single limit and \$2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.
- f. **Cyber & Personal Data Protection Liability:** Coverage must be afforded for Liability arising out of the negligent release or disclosure of personal, private, confidential, or proprietary information. Coverage must include third-party liability and first-party claims costs. Policy limit must be no less than \$1,000,000 per claim. **SJRWMD must be an additional insured on this policy**

Consultant/Vendor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by SJRWMD. Evidence of continual coverage must be provided to SJRWMD's Risk Manager within 10 days of each policy inception or equivalent.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

, _____

FROM: Sam Gardner, Project Manager

CONTRACT NUMBER: 39403

CONTRACT TITLE: Cybersecurity Assessment

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

- 1. CONSULTANT’S SUPPLEMENTAL INSTRUCTIONS:
- 2. DESCRIPTION OF WORK TO BE CHANGED:
- 3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Consultant’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Consultant agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Sam Gardner, District Project Manager

Acknowledged: _____ Date: _____
Kendall Matott, District Contracts Manager

c: Contract file
Financial Services