

1 proposals represent the lowest and best bid for the respective items or services and met
2 the bid or proposal specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best
4 interest of the County to award the bids and proposals to Maximus Consulting Services,
5 Inc. for a term from 04-13-15 to 04-12-16 upon approval by the County Council and
6 County Executive for the total amount up to **\$6,590.00** subject to budgetary limitations.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**
8 **COUNCIL, AS FOLLOWS:**

9 Section 1. The County awards the following bids and proposals which are
10 incorporated by this reference as if fully set out herein, to the lowest and best vendor
11 bidding for each respective item or service as follows:

12 BID NAME

13 Indirect Cost Allocation 2015

14 TERM

15 04-13-15 to 04-12-16

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$6,590.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Maximus Consulting Services, Inc.

1 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
2 County Executive to execute the agreement incorporated by Reference as Exhibit "A"
3 and any agreements or contracts necessary to effectuate the award of the bids and
4 proposals set forth in this Ordinance. The County Executive is further authorized to take
5 any and all actions necessary to carry out the intent of this Ordinance. An unexecuted
6 copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein, by
7 reference.

8 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
9 thereto, and any contracts or agreements shall be maintained by the Department of the
10 County Clerk consistent with the rules and procedures for the maintenance and retention
11 of records as promulgated by the Secretary of State.

12 Section 4. This Ordinance shall be in full force and effect from and after its
13 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
14 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Abstain</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 13th DAY OF April, 2015:

✓ **PASSED** **FAILED**



Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

THIS BILL WAS ~~APPROVED~~ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 14TH DAY OF APRIL, 2015.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2015.

Kenneth B. Waller
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner
Wes Wagner, County Clerk

BY: Katherine E. Missey

Reading Date: 04-13-2015



County of Jefferson

State of Missouri
Administration Center
729 Maple Street · PO Box 100
Hillsboro, Missouri 63050

Ken Waller
County Executive

DEPARTMENT OF ADMINISTRATIVE SERVICES

David Courtway - Director

Web Address: www.jeffcomo.org

Nicole Crawford
Human Resources Manager
(636)797-5071 / Fax (636)797-5596

Vickie Pratt
General Services/Contracts & Grants Manager
(636)797-5380 / Fax (636)797-5067

PROPOSED BILL MEMORANDUM

To: County Executive, Director of Administration

From: Vickie S. Pratt

Date: 3-25-15

Subject Matter of Proposed Bill: **INDIRECT COST ALLOCATION 2015, MAXIMUS CONSULTING SERVICES, INC., \$6,950.00**

Council Districts(s) Affected: All

County Department(s) Affected: Prosecuting Attorney – Child Support

SUMMARY

The Department of Prosecuting Attorney – Child Support requested a proposal for Indirect Cost Allocation on February 4, 2015. A Request for Proposal for Bid for the Indirect Cost Allocation 2015 was opened on March 10, 2015 and three (3) bids were received.

The Department of Prosecuting Attorney – Child Support recommends awarding the bid submitted to Maximus Consulting Services, Inc. for the term from 4-13-15 to 4-12-16. Maximus Consulting Services, Inc. has done all of the cost allocation plans required by the Department of Social Services for the Department of Prosecuting Attorney – Child Support and there have been no problems or issues with their service in 20 plus years. Expenditure for this should be \$6,950.00 subject to budgetary limitations.

Account String Charged: 101-0303-5219-9999-999999

Funds spent in 2014: N/A

This Bill proposes to award the bid based on the recommendation of Department of Prosecuting Attorney – Child Support.

Bid Tabulation Attached:

BID TABULATION-INDIRECT COST ALLOCATION 2015

INDIRECT COST ALLOCATION 2015 BID OPENING 3-10-15	MAXIMUS CONSULTING SERVICES INC	MGT OF AMERICA INC	SEQUOIA CONSULTING GROUP
	1 WEST OLD STATE CAPITAL PLAZA SUITE 502 SPRINGFIELD IL 62701	3800 ESPLANDE WAY SUITE 210 TALLAHASSEE FL 32311	8515 BECKINHILL CT SUITE 100 INDIANAPOLIS IN 46256
Total Estimated Cost:	\$6,590.00	\$6,150.00	\$5,250.00
NOTARIZED WORK AFFIDAVIT COMPLETED	YES	YES	YES
COPY OF INSURANCE PROVIDED	YES	YES	YES
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	YES	YES	YES
COOPERATIVE BID FORM (Y/N)	NO	NO	YES
COOPERATIVE CONTACT INFO:	NO	NO	YES
COMPANY INFORMATION AND SIGNATURE	NO	YES	YES
BID DEPOSIT REQUIRED	N/A	N/A	N/A
COMMENTS:			

PLEASE COMPLETE FORM AND RETURN TO CONTRACTS AND GRANTS. FAX 636-797-5067 OR EMAIL:

vpratt@jeffcomo.org, msauer@jeffcomo.org, and elawson@jeffcomo.org

CALL WITH ANY QUESTIONS: 636-797-5380

AWARD BID			
If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.			
DATE	3-19-15	DEPARTMENT	Prosecuting Attorney - Child Support
CONTACT NAME	Tamela Sides	PHONE NUMBER	797-5324
BID NAME	Indirect Cost Allocation 2015	BID OPENING DATE	3-10-15
TIME SENSITIVE	If yes, explain: ^{Completed} Cost Allocation Plan must be submitted to Dept of Social Services by 6-30-15		
AWARD BID TO:	Maximus Consulting Services, Inc 		
ANNUAL EXPENDITURE	6590.00		
ACCOUNT STRING(S) TO CHARGE	0300 - 0303 - 5219		
TERM OF CONTRACT	1 yr w/ 2nd yr option		
COMMENTS	Maximus has done past all of the cost allocation plans required by the Dept. of Social Services for this office. There have been no problems or issues with their service in 20+ years.		



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

EXHIBIT

A

Request for Proposal: **INDIRECT COST ALLOCATION 2015**

Date Issued: **2-4-15**

PROPOSALS SHALL BE ACCEPTED UNTIL: **TUESDAY, MARCH 10, 2015, AT 2:00 P.M. LOCAL TIME.**

**Specification
Contact:**

TAMELA SIDES
Department of the Prosecuting Attorney Child Support Division
636-797-5338
tsides@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER
DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)

**Contract Term:
upon approval by
the County Council
and County
Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

MAXIMUS Consulting Services, Inc. Michael Holmes
Company Name Authorized Agent (Print)
1 West Old State Capital Plaza Suite 502 Michael Holmes
Address Signature
Springfield, IL 62701 Vice President
City/State/Zip Code Title
217-789-0041 3-10-2015 26-1557956
Telephone # Date Tax ID #
michaelholmes@maximus.com 217-789-6342
E-mail Fax #

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REQUIRED DOCUMENTS

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
Or
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.
3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).
4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).
5. Cooperative Bid Form (last page)
6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: _____"

A. PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions

from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or

proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- If supplier fails to deliver the items required by the contract within the time specified; or
 - If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Virginia.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE
JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED
UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

JASON JONAS – PUBLIC WORKS DIRECTOR - 636 797 5369

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Michael Holmes (Name of Business Entity Authorized Representative) as
Vice President (Position/Title) first being duly sworn on my oath, affirm
MAXIMUS Consulting Services, Inc. (Business Entity Name) is enrolled and will continue to participate in the
E-Verify federal work authorization program with respect to employees hired after enrollment in the program
who are proposed to work in connection with the services related to Indirect Cost Allocation 2015
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,
if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that
MAXIMUS Consulting Services, Inc. (Business Entity Name) does not and will not knowingly employ a person
who is an unauthorized alien in connection with the contracted services related to
Indirect Cost Allocation 2015 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of
the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Michael Holmes
Printed Name

Vice President
Title

2/24/2015
Date

Subscribed and sworn to before me this 24th of February 2015, I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Sangamon, State of
(NAME OF COUNTY)

Illinois, and my commission expires on 9/25/2018.
(NAME OF STATE) (DATE)

Ann E. Holmes
Signature of Notary

2/24/2015
Date




AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Maximus Consulting Services, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Michael Holmes
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

Maximus Consulting Services, Inc.
Business Entity Name

2/24/2015
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, NW, Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael Holmes, Vice President

Name and Title of Authorized Representative

Michael Holmes

Signature

2/24/2015

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

SPECIFICATIONS

INDIRECT COST ALLOCATION

The County of Jefferson, Missouri is looking for an organization to prepare a cost allocation plan for the Child Support Enforcement Office. This plan will document the indirect costs in addition to direct program costs.

The indirect cost allocation plan will

- be based on Fiscal Year 2014
- implement an indirect cost rate proposal for the Child Support Enforcement Office
- distribute central services general fund cost to other County Departments and funds
- document the full overhead cost associated with administration of the Child Support Enforcement Office
- provide cost data for an indirect cost rate proposal for the Prosecuting Attorney and Circuit Clerk's Title IVD programs
- prepare the indirect rates as necessary
- submit the final cost allocation plan and indirect rate proposal ready for submission to the State for review of the rates

The organization will need to

- determine the financial information
- classify all department units and other cost
- document administrative departments, functions and costs
- prepare cost allocation schedules
- review the completed cost allocation plan

The following documents will be completed for the Child Support Enforcement Office

- required A-87 certification
- description of services provided and method of allocation
- summary of directly claimed CSE costs in the Office of the Prosecuting Attorney and the Circuit Clerk CSE component
- summary of indirect costs for each of the two offices (from the cost allocation plan)
- summary of the direct wage "base" in the Prosecuting Attorney's office used in the calculation of the indirect rate
- proposed indirect rate for the Prosecuting Attorney's CSE Program. The rate will be proposed as a final rate for FY2014 and a provisional rate for periods after FY 2014
- Calculation of the final allocated indirect amount specifically for the Circuit Clerk CSE program.

The organization should be prepared to negotiate the indirect cost proposal with the State Office of Child Support Enforcement. They will also need to assist the County in all aspects of the negotiation process and respond to questions and requests for additional information from the State. The final plan will be available to the County for submission to the State of Missouri for the deadline of June 30, 2015 for the Child Support Enforcement program.

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2015:

County of Jefferson, State of Missouri

Company Name

Signature

Kenneth B. Waller
Kenneth B. Waller County Executive

Print

Company Address: _____

Phone: _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature]
County Auditor

APPROVED AS TO FORM

[Signature]
County Counselor

COOPERATIVE BID FORM

Bid Name: Indirect Cost Allocation 2015

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes _____ No ✓ (n/a)

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ _____

BY: _____

TITLE: _____

COMPANY: _____

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone _____ E-mail _____

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO
JEFFERSON COUNTY, MISSOURI**



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc. of Washington, D.C. Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED MAXIMUS Consulting Services, Inc. 1891 Metro Center Drive Reston VA 20190 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: Twin City Fire Insurance Company	29459
	INSURER C: Sentinel Insurance Company, Ltd	11000
	INSURER D: Hartford Fire Insurance Co.	19682
INSURER E: Hartford Casualty Insurance Co	29424	
INSURER F: Trumbull Insurance Company	27120	

COVERAGES**CERTIFICATE NUMBER:** 570056805386**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			42 UEN ZW3578	05/01/2014	05/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			42 UEN ZW3578	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			42RHUTE5713 SIR applies per policy terms & conditions	05/01/2014	05/01/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	42WNMG3740 AOS 42WBRMG3741 WI	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	E&O-PL-Primary			014247388 SIR applies per policy terms & conditions	08/01/2014	08/01/2015	Agg/Per Occ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP No. 10-04 Indirect Cost Allocation Plan
Jefferson County, its Officers, Agents, and Employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

County of Jefferson Office of the Purchasing Department Historic Court House 195 Arsenal Street Watertown NY 13601-2565 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington D.C.</i>

Holder Identifier :

Certificate No : 570056805386



AGENCY CUSTOMER ID: 410000000170

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED MAXIMUS Consulting Services, Inc.	
POLICY NUMBER See Certificate Number: 570056805386			
CARRIER See Certificate Number: 570056805386	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

WORK COMP - AOS Underwriting Companies

WORKERS COMPENSATION - ALL OTHER STATES POLICY NO: 42WNMG3740 UNDERWRITING COMPANIES

HARTFORD ACCIDENT AND INDEMNITY COMPANY, 06-0383030, 10448
Alaska, Alabama, Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Delaware,
Florida, Georgia

HARTFORD CASUALTY INSURANCE COMPANY, 06-0294398, 14397
Hawaii

HARTFORD FIRE INSURANCE COMPANY, 06-0383750, 13269
Iowa, Idaho, Illinois

HARTFORD INSURANCE COMPANY OF THE MIDWEST, 06-1008026, 20605
Indiana, Kansas, Kentucky, Louisiana

HARTFORD INSURANCE COMPANY OF THE S/E, 06-1013048, 20621
Massachusetts

HARTFORD UNDERWRITERS INSURANCE COMPANY, 06-1222527, 10456
Maryland, Maine

PROPERTY/CASUALTY INSURANCE COMPANY OF HFTD., 06-1276326, 30147
Michigan, Minnesota, Missouri,

SENTINEL INSURANCE COMPANY, LIMITED, 15-52103, 13161
Mississippi

MAXIMUS

HELPING GOVERNMENT SERVE THE PEOPLE

March 10, 2015

Ms. Vickie Pratt
Department of Administrative Services
Jefferson County
729 Maple Street
P. O. Box 100
Hillsboro, Missouri 63050

Dear Ms. Pratt:

The purpose of this letter is to inform Jefferson County Missouri that MAXIMUS Consulting Services, Inc. does not own any real or personal property located in Jefferson County. Please feel free to contact me at 217.789.0041 or michaelholmes@maximus.com if you need additional information.

We look forward to continuing to serve Jefferson County on this important project.

Very truly yours,



Michael Holmes
Vice President
MAXIMUS Consulting Services, Inc.

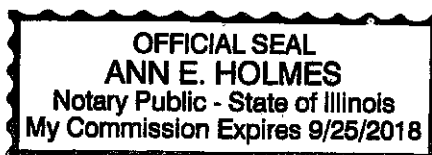
Subscribed and sworn to before me this 1st of March 2015. I am (DAY)
(MONTH, YEAR)

commissioned as a notary public within the County of Sangamon, State of
(NAME OF COUNTY)

Illinois, and my commission expires on 9-25-2018.
(NAME OF STATE) (DATE)

Ann E. Holmes

Signature of Notary Date
Request



MAXIMUS Consulting Services, Inc. is a subsidiary of MAXIMUS, Inc.

ONE WEST OLD STATE CAPITOL PLAZA, SUITE 502
SPRINGFIELD, ILLINOIS 62701
PHONE 217.789.0041 | FAX 217.789.6342

Client Company ID Number: 109388
Company ID Number: 21796

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of MAXIMUS, INC (Employer) in order to confirm the employment eligibility of all newly hired employees of MAXIMUS, INC (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Revised: July 18, 2007

Client Company ID Number: 109388

Company ID Number: 21796

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

4. SSA agrees to establish a means of automated confirmation that is designed (in conjunction with the Department of Homeland Security's automated system if necessary) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
5. SSA agrees to establish a means of secondary confirmation (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to SSA, unless it determines that more than 10 days may be necessary. In such cases, SSA will provide additional confirmation instructions.

B. RESPONSIBILITIES OF THE DHS-USCIS

1. Upon completion of the Form I-9 by the employee and the Employer, and completion by the Designated Agent of SSA confirmation procedures required prior to initiation of DHS-USCIS confirmation procedures, DHS-USCIS agrees to provide the Designated Agent on behalf of the Employer access to selected data from the DHS-USCIS' database to enable the Designated Agent to conduct automated confirmation checks on newly hired alien employees by electronic means.
2. DHS-USCIS agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS-USCIS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS-USCIS representatives to be contacted during participation in E-Verify, including one or more individuals in each DHS-USCIS district office covering an area in which the Employer hires employees covered by this MOU.
3. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, E-Verify and the Designated Agent E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS-USCIS, including restrictions on use of E-Verify procedures. DHS-USCIS agrees to provide training materials on E-Verify.
4. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, a notice, which indicates the employer's participation in E-Verify. DHS-USCIS also agrees to provide to the Employer, through the Designated Agent, anti-discrimination notices issued by the Office of Special Counsel for Immigration-

Client Company ID Number: 109388
Company ID Number: 21796

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS-USCIS agrees to issue the Designated Agent a user identification number and password that will be used exclusively to access the confirmation system for the Employer. This user identification number and password will permit the Designated Agent, on behalf of the Employer, to verify information provided by newly hired employees.
6. DHS-USCIS agrees to safeguard the information provided to DHS-USCIS by the Employer, and to limit access to such information to individuals responsible for the confirmation of alien employment eligibility and for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and federal criminal laws, and to ensure accurate wage reports to the SSA.
7. DHS-USCIS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS-USCIS agrees to establish a means of secondary confirmation (including updating DHS-USCIS records as may be necessary) for employees who contest DHS-USCIS tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS-USCIS, unless it determines that more than 10 days may be necessary. In such cases, DHS-USCIS will provide additional confirmation instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices, described in paragraph B.4 above, and provided by the Designated Agent and displays them in a prominent place that is clearly visible to prospective employees.

Client Company ID Number: 109388

Company ID Number: 21796

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

2. The Employer agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to obtain the E-Verify Manual from the Designated Agent and become familiar with such manual.
4. The Employer agrees to comply with established Form I-9 procedures, with one exception: When an employee presents a "List B" identity document, the Employer agrees that it will only accept "List B" documents that contain a photograph. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.)
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photographs, as described in paragraph 5 above; (2) a rebuttable presumption is established by section 403(b) of IIRIRA that the Employer has not violated section 274A(a)(1)(A) of the INA with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify the Department of Homeland Security if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify the Department of Homeland Security of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify shall be civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. The Department of Homeland Security reserves the right to conduct Form I-9 compliance inspections during participation in E-Verify, as well as to conduct any other enforcement activity authorized by law.

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6. The Employer agrees to initiate E-Verify procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed) and to complete as many steps (but only as many) of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer, through the Designated Agent, will use the SSA verification procedures first, and will use DHS-USCIS verification procedures only as directed by the SSA verification response.
7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer will not verify selectively; it agrees to use E-Verify procedures for all new hires as long as this MOU is in effect. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that should the Employer use E-Verify procedures for any purpose other than as authorized by this MOU and by law, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS-USCIS information pursuant to this MOU.
8. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS-USCIS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS-USCIS automated verification to verify work authorization, or a tentative nonconfirmation, does not mean and should not be interpreted as an indication that the employee is not work authorized.
9. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include discharging or refusing

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to hire eligible employees because of their foreign appearance or language, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Office of the Special Counsel for Immigration-Related Unfair Employment Practices, Civil Rights Division, U.S. Department of Justice at 1-800-255-7688 or 1-800-237-2515 (TDD).

10. The Employer agrees to record the case verification number on the employee's Form I-9 or to attach a printout of the screen containing the case verification number to the employee's Form I-9.
11. The Employer will refer individuals to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will resubmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
12. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer, through the Designated Agent, will make a second inquiry to the SSA database using E-Verify procedures within 10 Federal Government workdays after the date of the referral in order to obtain confirmation, or final nonconfirmation.
13. The Employer agrees that it will use the information it receives from the SSA or DHS-USCIS through its Designated Agent pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as User ID and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who need it to perform the Employer's responsibilities under this MOU.

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14. The Employer acknowledges that the information which it receives from SSA through its Designated Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to civil or criminal penalties.
15. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA other than the Social Security Number Card.
16. The Employer agrees to refer individuals to the DHS only when the response received from the DHS automated confirmation process indicates a tentative nonconfirmation, and the employee contests the tentative nonconfirmation. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
17. If the Employer receives a tentative nonconfirmation from the DHS-USCIS, the Employer will record the case verification number and date on the Form I-9 or print the screen showing the case verification number and attach the printout to the Form I-9, determine whether the employee contests the tentative nonconfirmation, and instruct an employee who contests to contact the DHS-USCIS to resolve the discrepancy within 8 Federal Government work days, using E-Verify procedures. The DHS-USCIS will electronically transmit the result of the referral to the Employer within 10 Federal Government workdays of the referral.
18. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify-related records, i.e., Forms I-9, SSA and DHS confirmation records, which were created during the Employer's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview the Employer, employees handling the program, and employees hired during participation in E-Verify concerning their experience with the pilot, and to make employment and E-Verify-related records available to DHS and the SSA, or their designated agents or designees.

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D. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that all Designated Agent Representatives performing employment verification queries will complete the E-Verify Web-Based Tutorial.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in paragraph B.4. above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA confirmation procedures first, and will use DHS-USCIS confirmation procedures only as directed by the SSA confirmation response.
7. The Designated Agent agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Designated Agent for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, and DHS confirmation records, that were created during the Designated Agent's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Designated Agent agrees to allow DHS and SSA or their authorized agents or designees, to interview the Designated Agent and employees handling the program concerning their experience with the pilot, and to make E-Verify -related records available to DHS and the SSA, or their designated agents or designees.

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E. POINTS OF CONTACT:

You may call E-Verify toll free at 1-888-464-4218, or write to:

U.S. Citizenship and Immigration Services
Verification Division
470 L'Enfant Plaza, SW
Washington, DC 20024

F. OTHER PROVISIONS.

1. Nothing in this agreement shall be construed to supersede, conflict, or modify the employer's responsibilities under section 274A of the INA not to employ unauthorized aliens or to hire individuals without verifying identity and employment eligibility on Form I-9.
2. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS-USCIS or SSA. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
3. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability there from, including, but not limited to, any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of HIRIRA to any action taken or allegedly taken by the Employer.
4. Each party understands that some or all SSA and DHS-USCIS responsibilities under this MOU may be performed by contractor(s).

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5. Each party understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and USCIS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

G. EFFECTIVE DATE. The terms of this agreement will become effective upon the signature of all parties, and shall continue in effect for as long as the SSA and the DHS-USCIS administer E-Verify.

H. MODIFICATION. This agreement may be modified upon the mutual written consent of all parties.

I. TERMINATION. This agreement may be terminated by any party upon 30 days prior written notice to the others. Termination by any party shall terminate the MOU as to all parties. The SSA or the DHS-USCIS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or the DHS-USCIS that there has been a breach of system integrity or security by MAXIMUS, INC (Employer), or MAXIMUS, INC (Designated Agent) or a failure on the part of MAXIMUS, INC (Employer) or MAXIMUS, INC (Designated Agent) to comply with established procedures or legal requirements.

The foregoing constitutes the sole and complete agreement on this subject between the SSA, the DHS-USCIS, the Employer, and the Designated Agent.

MAXIMUS, INC (Employer) hereby designates and appoints MAXIMUS, INC (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out MAXIMUS, INC (Employer) responsibilities under the MOU between the Employer, the Designated Agent, the Social Security Administration and the Department of Homeland Security, U.S. Citizenship and Immigration Services.

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The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:**Employer MAXIMUS, INC**
Name (Please type or print)
SignatureCOM C
Title3-27-08
Date**Designated Agent MAXIMUS, INC****NANCY KIM**

Name (Please type or print)

Title

*Electronically Signed*03/25/2008

Signature

Date

Department of Homeland Security- Verification Division

Name (Please type or print)

Title

Signature

Date

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INFORMATION REQUIRED FOR THE E-VERIFY DESIGNATED AGENT PROGRAM	
Information relating to Employer's Company:	
Company Name:	<u>MAXIMUS, INC</u>
Company Facility Address:	<u>11419 SUNSET HILLS ROAD</u> <u>RESTON, VA 20190</u>
County or Parish:	<u>FAIRFAX</u>
Employer Identification Number:	<u>541000588</u>
North American Industry Classification Systems Code:	<u>541</u>
Parent Company:	<u>MAXIMUS, INC</u>
Number of Employees:	<u>5,000 to</u> <u>9,999</u>

**RFP: Indirect Cost Allocation 2015
Jefferson County, Missouri
Preparation of a Central Services Cost
Allocation Plan
And Indirect Rate Proposal**

MAXIMUS Consulting Services, Inc.

Bid Opening March 10, 2015

CONTACT INFORMATION:

MAXIMUS Consulting Services
1 West Old State Capitol Plaza, Suite 502
Springfield, Illinois 62701
Telephone: 217-789-0041
Fax: 217-789-6342
Email: michaelholmes@maximus.com
FEIN # MAXIMUS Consulting Services: 26-1557956

Principal Contact Person: Michael Holmes

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1. Executive Summary

MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (MAXIMUS), is pleased to present our response to the Request for Proposals to provide cost allocation consulting services and to develop the county's indirect cost allocation plan and child support (IV-D) rates.

For many years, MAXIMUS has successfully assisted Jefferson County with this task. Going forward, Jefferson County must submit the child support (IV-D) rate proposal to the Missouri Department of Social Services (DSS) as the cognizant state agency every other year. That state agency will review the rates and issue approval for use beginning in fiscal year 2014. Once approved, the rates (limited to 8% of total expenditures) are available to Jefferson County for recovering the indirect (overhead) costs related to activities performed by the Prosecuting Attorney and Circuit Clerk. The state approval is necessary in order for Jefferson County to continue its successful indirect cost recovery program related to child support (IV-D).

MAXIMUS is the leading firm in the leading firm nationally in offering this type of assistance to State and local government agencies. The proposed project team possesses a unique expertise in services directly related to the Jefferson County project. In fact, the primary focus of a majority of their projects is in the area of state and county governmental cost allocation services and grant cost recovery. The Project Manager and the Senior Consultant have combined experience of over 28 years in providing similar services to Missouri government agencies and other government agencies. Prior to 1998, these services were provided by the same staff, but under the name of our predecessor firm, David M. Griffith & Associates.

The satisfaction of our Missouri County clients is demonstrated by a few remarkable facts. During the past 20+ years:

- 1) The proposed MAXIMUS Springfield Office project team has been chosen to assist nearly all Missouri Counties that require cost allocation services and child support (IV-D) rate development. The team has been responsible for literally hundreds of similar projects.
- 2) We have never failed to successfully negotiate federal approval of any Missouri County or Illinois state agency cost allocation work.
- 3) We have never lost a competitively bid renewal with any of our Missouri County clients. We believe that this fact is solid testimony as to the satisfaction of our clients.

If Jefferson County decides to renew their agreement with MAXIMUS, we are committed to ensuring their indirect child support (IV-D) rate is developed through an accurate and defensible methodology.

We fully understand the services as specified in the RFP Specifications section; the annual deliverable is the preparation of a cost allocation plan (CAP) and development of an indirect child support enforcement (IV-D) rate proposal.

As discussed in the section above, the MAXIMUS project team is uniquely qualified to assist Jefferson County in preparing the CAP and rate proposal. The assigned project staff has extensive knowledge about OMB Circular A-87 and DSS, and routinely provides consulting services to numerous Missouri counties on similar issues.

MAXIMUS is dedicated to working in the public sector and is one of the largest public sector consulting firms in the nation. We are a company that has dedicated specialized areas like cost allocation consulting and we employ the most qualified and experienced consultants in this area. An advantage of having such a large specialized cost allocation practice is that Jefferson County is guaranteed to have competent consulting support for many years. We are also proposing to use the same project team that has been completing these tasks for Jefferson County over the last eight years.

MAXIMUS will comply and meet all requirements set forth in the RFP.

2. Scope of Work – Indirect Cost Allocation 2015

In the section below, we describe the tasks we will perform to complete the requested scope of services. In addition to our task descriptions we have provided a work plan that identifies all project deliverables and activities.

A primary reason for preparing a cost allocation plan for Missouri Counties often relates to the Child Support Enforcement programs. The additional money that the County receives from the State of Missouri for the Child Support Enforcement programs alone easily justifies the cost and effort for the cost allocation plan. These State administered programs are funded by combination of Federal and state funds under the Title IVD Child Support Enforcement program. The IVD grant will reimburse local governments for indirect costs in addition to direct programs costs. But this reimbursement is allowable only if a properly prepared Cost Allocation Plan is submitted for review and approval.

Other grants *may* provide for indirect cost reimbursement, but we believe that these opportunities are rather limited. As requested, we will work with the County to identify other grants currently awarded to the County, and with the County's assistance, determine if indirect cost recovery is possible. *The value of this extra revenue is difficult to predict, depending on the number and nature of the grants you receive.*

Task 1: Define Purpose, Uses and Goals for an Overhead Cost Allocation Plan

The initiation period of a project sets the stage for the entire engagement. A haphazard approach to orientation may result in a chaotic project environment with incongruent goals and confused staff; while a methodical approach typically results in a cohesive team working towards the same understood common goals. Therefore, our objective during this task is to make sure that all of the required people, processes and tools are in place with a common understanding of project expectations so that we can mobilize the MAXIMUS Project Team to begin work in an organized, structured fashion. At this time we will request that a County employee be appointed as our primary point of contact for this project.

The County desires a central services indirect cost allocation plan (CAP) and a Child Support Enforcement program indirect cost rate proposal based on FY 2014 actual cost. The cost allocation plan will distribute central services general fund costs to other County Departments and funds. Importantly, this CAP will document the full overhead cost associated with administration of the County's Child Support Enforcement. The CAP will provide cost data necessary to complete the next step, which is an indirect cost rate proposal for the Prosecuting Attorney and Circuit Clerk's Title IVD (Child Support Enforcement) programs. Using the CAP, we will prepare the indirect rates as necessary and requested. The final cost allocation plan and indirect rate proposal will be submitted to the County in a format ready for submission to the State for review of the rates. We will support the County during this review process by answering questions and making changes as necessary. During this task, we will discuss our overall project management plan and present the County with a list of data requirements necessary to complete the work.

Task 2: Develop an Indirect Cost Allocation Model

MAXIMUS will follow its well-accepted and proven methodology that serves nearly 1,000 clients annually across the country. Throughout the course of this engagement, our project team will be in close contact with the County and we ask the County to assign one staff member to work with the project team. This person will become familiar with the questions and issues that arise and the decisions we reach, and will be instrumental in coordinating the decision-making process with the highest levels of County Government. Our work on the Cost Allocation Plan (CAP) will be processed using MAXCars, a proprietary cost allocation software solution that simplifies and streamlines the process of developing CAPs. A more complete discussion of MAXCars and its capabilities is provided later in this proposal.

The success of our engagement for the County is dependent not only on our ability to identify and resolve issues and mitigate risks both during and subsequent to the development of the CAP, but also on our ability to successfully manage the project to ensure on-time, high-quality deliverables and results. This includes:

- Collaborating with County leadership
- Leveraging MAXIMUS corporate tools, technologies, and methodologies to support our activities
- Managing our tasks to the proposed schedule and budget while, at the same time, delivering products of superior quality

To that end, we incorporate into our projects the principles of project management and quality assurance that are proven success factors in leading any project to its successful conclusion.

Task 2.1. Determine available financial information. This task involves identifying the sources of financial information to be used. The actual expenditures for the fiscal year, charts of accounts and a current County organization chart are required.

We review the organization chart and expenditure account codes detail to identify specific organizational unit functions and responsibilities. At a minimum we require expenditure and obligation reports and employee salary data by organizational unit. Some information may be available via downloads from the financial management systems operated by the County.

We will make initial arrangements for the file downloads once the data information needs and criteria have been established. We will also review existing arrangements for directly billing central services (indirect departments) costs to other funds or programs.

Task 2.2. Classify all County organization units. We classify all organization units as indirect (overhead) units or direct. The direct units are the defined “final cost objectives” that will receive allocated indirect costs. This process is required to determine which overhead costs should be identified for inclusion in the allocable indirect cost pools. We will group the County organizational accounts into the indirect and direct cost pools. We will use Office of Management and Budget (OMB) Circular A-87 as a guide in determining allocable activities.

Task 2.3. Review of Federal or State funds administered by the County. This involves a brief survey of programs and Federal funds received by the County, especially those that may reimburse indirect costs. This information is used as an aid in identifying overhead costs currently charged directly to grant programs and those that should be allocated.

Task 2.4. Determine the indirect cost “pools” to be allocated. From the final expenditure reports and the organization chart, we will conduct a detailed analysis of indirect costs, and record the cost pools to be allocated. We will interview managers from the central service organizations (overhead unit) as necessary to determine the allowable activities and costs of each unit. At this point, using Circular A-87 as a guide, we will determine the allocable indirect functions within each indirect unit, and identify the costs related to each function. This task may also involve a review of the major expenditure objects, contracts, etc. in overhead units to determine the allowability of such costs for allocation.

Task 2.5. Eliminate Unallowable Costs and Identify Cost Allocation Adjustments. We will eliminate all costs such as capital outlays that are identified in Circular A-87 as a guide as unallowable. We will then determine any cost inclusions that may not be shown on the financials (i.e., building and equipment depreciation or use allowances).

Task 2.6. Determine method for cross-allocation. This step involves deciding upon a method of cross-charging overhead costs between overhead units. For example, an accounting office may serve a personnel office and vice versa. Each office should have the ability to add to its costs the services provided to it by the other. To prevent an endless series of cross charges, several alternative procedures may be used.

Task 2.7. Develop allocation data for each basis. The services that are provided by each overhead unit must be measurable in specific units of service. For example, the payroll section provides payroll services to all other departments that have employees to be paid. Therefore, the number of personnel each program has on its payroll measures payroll services effort, and data must be collected on the percentage of payroll checks issued to each. For some clients, we may use well over 100 different methods of allocation to ensure proper cost recovery and to comply with A-87 requirements for appropriate allocation bases.

Task 2.8. Prepare cost allocation worksheets. For each overhead unit, a worksheet showing the allowable expenditures of each overhead unit during the fiscal year is prepared. The resulting amount is allowable to benefiting programs based upon units of service identified in Task 2.6.

Task 2.9. Summarize costs by benefiting organization unit. We summarize costs for each “direct” division and office that receives services from other departments. The columns on the summary table are the funds and programs receiving allocations of overhead expense and the rows are the sources of allocated expense.

We include narrative description of all functions, activities and allocated bases, review the initial results with you, and make modifications as necessary. The County may request changes to the draft report based on factual errors.

Task 2.10. Prepare Draft Cost Allocation Plan. Under this task we will prepare a draft OMB Circular A-87 cost allocation plan that will include the written documentation and summary schedules discussed in Tasks 9 and 10. In the detailed schedules of the CAP we will list the individual indirect cost pools identified for allocation, the detailed cost elements included in each indirect cost pool and the detail apportionment reports that reflect the allocation methodology and process used to assign final cost plan amounts to each benefiting direct and indirect activity. The CAP will include an audit trail that will facilitate the review of individual cost allocation methods for accuracy and it will provide detail to support the amounts allocated.

Task 2.11. Review Draft Cost Allocations. During this task, we will review the results of the cost allocation plan with you and designated department/division managers to explain the cost allocation model and the methodologies supporting internal charges to departments/divisions. We will be available to respond to questions or provide further clarification during the review process. Moreover, we will make modifications to the cost allocation plans as appropriate and necessary.

Task 2.12. Finalize Cost Allocation Plan. After we review the CAP with your project liaison and appropriate stakeholders, we will finalize all plans and materials. We will provide three (3) bound copies and one “loose” copy of the cost allocation plan. Additionally, we will provide an electronic version of the plan on a CD/DVD in a portable document format (pdf).

Task 2.13. Audit Support for the Cost Allocation Plans. We will defend the cost allocation plans if challenged by federal, state or local agency representatives for a period of three (3) years after delivery of the plans.

Task 3: Prepare Indirect Child Support (IV-D) Rates for Departments

During this task we will prepare indirect child support (IV-D) rates for each of the departments that require rates. The two sub-tasks are as follows.

Task 3.1. Identify Which Departments Require Indirect Child Support (IV-D) Rates. With the assistance of your team we will determine what indirect rates might be used for potential Federal or State grant cost recovery or other cost recovery purposes. Rates are usually specific to individual departments, not programs. For example, a single rate might be proposed for use in the Growth Management and Development Services Department, and would be applicable to any grants or programs administered by the Department. Some grants might provide for reimbursement of indirect costs. Many other grant budgets may not provide for indirect costs. Rates can also be used to document the required match for grants that require match.

Task 3.2. Calculate Indirect Child Support (IV-D) Rates. Rate calculation is based on the ratio of “indirect costs” to “direct costs”. The “direct costs” will be a total direct cost basis, which excludes capital outlay and other non-operating expenditures. With your assistance, we will determine the direct “base” to be used for each direct department requiring a rate. This base will provide a ratio of the indirect costs as compared to the direct costs in each direct department. Generally your financial reports are sufficient to determine the base.

To develop the rates we will divide total indirect costs by the respective direct cost base. As required by State agencies, the OMB Circular A-87 proposed IV-D rates must be submitted for review and approval.

Introduction to MAXCars

A reliable software application is a critical component of this engagement as accurate cost allocation is the cornerstone to the County’s realization of expected revenue. The software application needs to be designed to eliminate the guesswork that often results when spreadsheets are used to perform financial cost allocation. Further, the application needs to be stable and documented so that we can easily transfer knowledge about the system, processes and procedures to Department staff. To ensure that we meet this criteria, MAXIMUS plans to use MAXCars, our proprietary cost allocation solution that simplifies and streamlines the process of developing cost allocation plans.

MAXCars is the result of over 20 years of continuous development and refinement. Unlike other spreadsheet cost allocation applications, our system has been designed specifically for cost allocation plan preparation. MAXCars allows us to evaluate alternative allocation bases and to quickly assess the impact of changes during the evaluation period. The MAXIMUS methodology and computerized double step down cost allocation system has been reviewed and accepted by all cognizant agencies to which our plans have been submitted.

MAXCars Features

MAXCars is written in a Microsoft relational database system making the process of exporting data simple and easy. In addition, data entered in one field automatically populates every related field, report or view. This program is powerful enough to run a State Department CAP, yet is easy to learn and simple to use.

MAXCars offers significant advantages over a spreadsheet such as Excel:

- With MAXCars, there is no guessing at formulas and links between formulas; linked formulas do not get lost in extensive calculations between cells.
- Multiple “step downs” that redirect costs allocated to administrative units onward to direct service units are routine; in Excel, this is difficult.
- MAXCars provides a clear paper trail of documentation and narratives for auditors.
- As a database, MAXCars maintains multiple models so that year to year comparisons and trends can be analyzed.

MAXCars comes with a spreadsheet interface for easy importing and editing of financial data. This interface can be used with standard cut and paste functions for editing and quick importing. The interface can also be used to design import templates for large volumes of data.

In addition, MAXCars comes with over 40 standard reports. Among the many standard reports are comparative reports which provide for the comparison of up to four separate CAPs for several attributes, including allocated costs, detailed allocated costs, pre-allocated expenses, and allocation statistics. These reports are pivotal as management tools in reviewing the cost allocation plans and ensuring the consistency and quality of the results. Additional custom reports can be developed with standard query editors.

MAXCars is a mature system and its results have passed audits by Federal and State reviewers coast-to-coast. It has been successfully used to develop over 12,000 cost plans for over 4,000 governmental clients throughout the United States.

3. Description of the Project Team

MAXIMUS, Inc., our parent company, was founded in 1975 in the Commonwealth of Virginia and currently has more than 11,000 employees. As one of the largest firms in the nation working with federal, state, and local government agencies, the corporate mission of MAXIMUS, Inc. and its subsidiaries is *"Helping Government Serve the People®."* Our success is measured by how we make lives better.

MAXIMUS is a leading provider of Information Technology (IT), financial, and management consulting services; and program management and operations to health and human services agencies. We have completed thousands of projects for government clients — from multi-phased efforts involving large numbers of personnel and subcontractors to short-term contracts requiring successful coordination of resources to meet tight deadlines. By being responsive to the needs of our government clients, we have built a reputation for providing quality services. The longevity of our service to government clients is a testament to our commitment to quality service and collaborative, open, and honest relationships with our clients.

MAXIMUS provides services to federal, national, state, and local government agencies across all 50 states, Canada, the United Kingdom, and Australia with a variety of administrative support and case management services for welfare-to-work programs, Children's Health Insurance Program (CHIP), Medicaid, Integrated Eligibility, Child Support Enforcement (CSE), as well as other program support. Our services include:

- Program consulting services including cost allocation services, Independent Verification and Validation (IV&V)/Quality Assurance (QA), and repeatable management services and other specialized consulting offerings
- Business Process Reengineering (BPR) and program and project management
- Call Center support for various health and human services programs
- Comprehensive welfare-to-work services — including eligibility determination, case management, job readiness preparation, job search and employer outreach, job retention and career advancement, and selected educational and training services — to help disadvantaged individuals transition from government assistance programs to sustainable employment and economic independence
- Full and specialized child support case management services, customer contact center operations, and program and systems consulting services

The firm's corporate structure allows the County the advantages that come with our vast array of experience across our core health and human services business lines. Every aspect of our corporate organization — including substantial corporate personnel, financial, quality and risk management, human capital, and administrative resources — supports the projects we operate. This allows us to focus on quality and best practices for the type of opportunities we seek, constantly monitoring our current projects to anticipate needs and helping projects meet the expectations of our clients. Our ability to draw on company-wide expertise and knowledge results in better project outcomes and reduced risk for our clients.

MAXIMUS Cost Allocation Plan (CAP) Experience

This project will be led by the experienced consultants of MAXIMUS Consulting Services, Inc., a wholly-owned subsidiary of MAXIMUS, Inc. With more than 38 years of experience, MAXIMUS is a

national market leader in the analysis and preparation of complex CAPs, Statewide Cost Allocation Plans (SWCAPs), and Public Assistance Cost Allocation Plans (PACAPs). The knowledgeable members of our Cost Allocation Team have committed their careers to working with governmental units to ensure compliance with federal cost principles and applicable implementation guidance issued by the cognizant agencies. Our extensive experience conducting a variety of successful engagements in all facets of CAPs — including development, preparation, negotiation, implementation, and subsequently maintenance — has resulted in MAXIMUS preparing approximately 90 to 95 percent of the consultant-prepared plans submitted to federal and state negotiators. We have prepared CAPs and/or CAP amendments for state agencies in 42 states, as shown in *Exhibit 1: MAXIMUS Cost Allocation Projects*. Many of our clients have been with us for more than 20 years, and trust our experience and commitment to quality. The combination of our understanding, skills, and experience establishes MAXIMUS as the premier provider of cost allocation services in the United States.

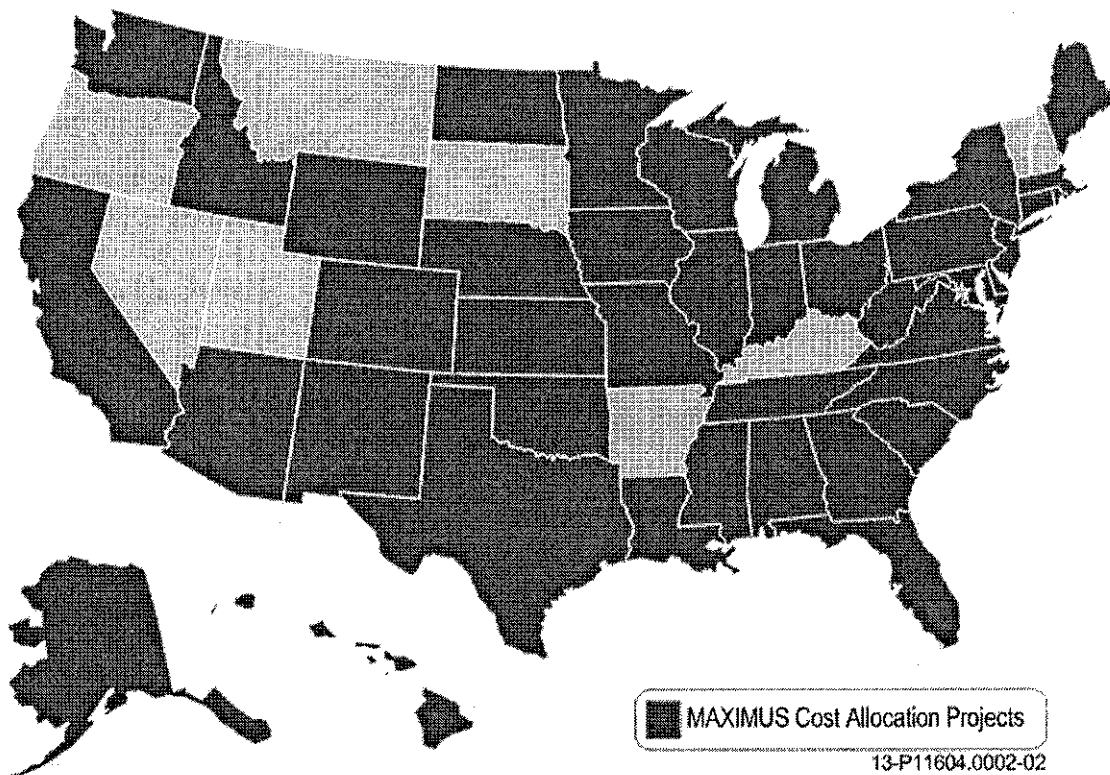


Exhibit 1: MAXIMUS Cost Allocation Projects. As the leading provider of cost accounting services to government organizations, MAXIMUS has led the development of CAPs for numerous state and local government agencies in 42 states.

MAXIMUS also has considerable experience with resolving audit findings with federal and state negotiators. We work with our clients to resolve questioned costs and improve cost allocation methodologies. MAXIMUS draws on our national experience and reputation to find workable solutions with negotiators.

However, nothing speaks more highly of a successful track record than repeat clients. Many of our cost allocation clients have been with us for 20 years or more, including several Missouri counties. In fact, 98 percent of our CAP services clients renew with us year after year. They know of our uncompromising commitment to quality to ensure compliance with federal regulations and the ability to enhance

reimbursements from the federal government. They know that MAXIMUS CAPs withstand federal and state-level audit scrutiny.

Furthermore, our project team has a long history of supporting county governments in Missouri. MAXIMUS is offering Jefferson County a project team of subject matter experts who together bring the specialized skills necessary to meet your project needs. In addition, our team is backed by more than 60 additional financial experts who can be called upon should the need arise. No other firm can claim this deep bench of staff or equal the expertise they offer. The experience of our proposed project team is unparalleled; each member has committed his/her career to working with state and local governments to ensure compliance with federal cost principle regulations. Their financial backgrounds are combined with health and human services programmatic expertise creating a unique combination of skills and experience that is not offered by other cost allocation vendors.

Financial Stability

MAXIMUS, Inc. has revenues of approximately \$1.3 billion (as of September 30, 2013), representing approximately 3,500 contracts. During our 38-year history, we have experienced steady growth and workforce expansion as demonstrated in *Exhibit 2*:

MAXIMUS Revenue for the Past Eight Years. Our financial strength provides our government clients with the confidence that we can fulfill contractual responsibilities and provide high-quality, uninterrupted services to their citizens.

MAXIMUS, Inc. is a public organization traded on the New York Stock Exchange (symbol: MMS). As a publicly traded company, our financial stability is independently verifiable. An essential component of contract management is maintaining strict financial controls. Our financial structure and practices meet Committee on Sponsoring Organizations (COSO) and Generally Accepted Accounting Principles (GAAP) requirements.

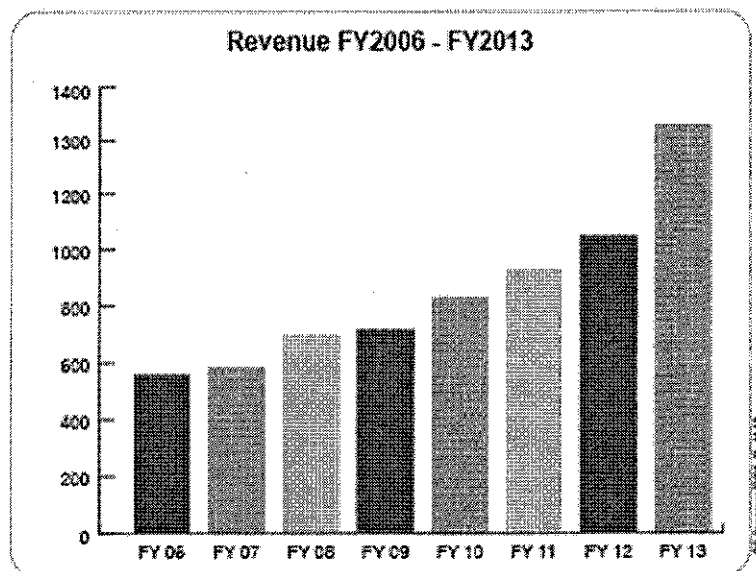


Exhibit 2: MAXIMUS Revenue for the Past Eight Years. MAXIMUS, Inc. has been profitable for more than 38 years and enjoys a very strong balance sheet.

Overview of Staff Experience

There is nothing more critical to a project's success than the right project team. MAXIMUS team members were carefully evaluated and selected for their proposed roles and offer the qualifications and experience essential to the success of this engagement. These individuals have committed their careers to working with governmental units to ensure compliance with federal cost principles and regulations. With the selection of MAXIMUS, you can be confident that you are getting a team of industry-leading experts who provide quality results.

Capitalizing on our financial, programmatic, and operational understanding, our team supports the County with insight gained from real world service delivery, knowledge of industry best practices, and lessons learned from team members' individual and collective experiences. Our project team brings more than 50 years of combined cost allocation experience completing thousands of CAPs across the country.



Should the need arise, we will have access to a team of 60 additional staff with the experience, skills and training required to successfully accomplish this Statement of Work.

Project Manager, Kurt Sames

Kurt Sames has more than 20 years of experience in governmental cost accounting, cost analysis, federal grant cost principles, fee studies, design of automated costing models and preparation of indirect CAPs. Since 1993, Mr. Sames has prepared and negotiated cost allocation plans and indirect cost rate proposals for the Missouri Counties of Boone, Buchanan, Clay, Cole, Greene, Jefferson, St. Charles and St. Louis. He has prepared and negotiated cost allocation plans and indirect cost rate proposals for the Illinois Counties of Madison, Peoria, Sangamon and St. Clair. Since 2010, he has prepared cost allocation plans for the Wisconsin Counties of Racine and Kenosha, and for the Kenosha County Department of Public Health. Since 1993, Mr. Sames has also assisted in preparing and negotiating the cost allocation plan and indirect cost rate proposal for the City of St. Louis, Missouri.

Since 1993, Mr. Sames has also participated in the preparation of the annual Illinois SWCAP (Section I). The plan distributes the cost of central departments plus related building space cost, equipment use, insurances, fringe benefits, etc. to State agencies, departments, boards, commissions and universities. He also assisted in the analysis of Illinois' revolving pension and insurance funds in conjunction with federal reporting requirements. Mr. Sames' 20 years of experience with the State's SWCAP provides extensive knowledge of Illinois' appropriations, accounting structures and GAAP requirements that no other vendor's staff can offer.

Mr. Sames has a Master's and Bachelor's degree in Economics from the University of Illinois - Springfield.

As Project Manager, Mr. Sames is ultimately responsible for the overall success of the project, including the quality of MAXIMUS work products. He provides management direction to the Project Consultant, and verifies that all resources are available when necessary.

Project Consultant, Lucas Williamson

Lucas Williamson has more than eight years of cost allocation experience including preparing PACAPs, SWCAPs, Indirect Cost Rate Proposals (ICRPs), CAPs and cost of service analysis and fees. Over the last eight years, Mr. Williamson has assisted in preparing and negotiating the cost allocation plan and indirect cost rate proposal for the City of St. Louis, Missouri, as well as Jefferson, Cole and Clay counties in Missouri. He has extensive experience providing these services to seven Illinois state agencies: Central Management Services, Human Services, Children & Family Services, Financial and Professional Regulation, Public Health, Natural Resources and the Environmental Protection Agency. Mr. Williamson has also completed local government CAPs in North Dakota and Wisconsin.

Mr. Williamson has a Master's degree in Accountancy from the University of Illinois - Springfield, and Bachelor's degrees in Business Education and Accounting/Administrative Information Systems from Eastern Illinois University.

As Project Consultant, Mr. Williamson is responsible for gathering and reviewing source documentation, inputting financial and statistical data using our proprietary software, and assisting the Project Manager in other general project analyses.

4. Outline of the Proposed Work Plan

In Section 2, *Scope of Work*, we detailed our proposed work plan, including deliverables and activities.

The Project Schedule illustrates how MAXIMUS services will be delivered and will be finalized and delivered by the MAXIMUS team at the beginning of our engagement. The following Work Breakdown Structure identifies all major tasks and deliverables along with anticipated start and finish dates for all activities in the sequence they will be performed. This schedule will be revised and updated as necessary over the life of the engagement to align with the County's requirements.

Jefferson County, Missouri Project Schedule - Indirect Cost Allocation 2015				<div> <div></div> = Deliverable item </div> <div> <div></div> = Project task </div>									
Jefferson County, Missouri Indirect Cost Allocation 2015	Project Manager	Project Consultant	Total Hours	Week									
				1	2	3	4	5	6	7	8	9	10
Task One: Define Purpose, Uses and Goals for an Indirect Cost Allocation Plan	1.00	2.00	3.00										
Task Two: Develop an Indirect Cost Allocation Model	1.00	26.00	27.00										
Task Three: Prepare Indirect Child Support (IV-D) Rates for Departments	2.00	6.00	8.00										
Total Labor Hours	4.00	34.00	38.00										

5. Proposed Project Cost

MAXIMUS, Inc., appreciates the opportunity to submit this price proposal to assist Jefferson County with the preparation of a countywide cost allocation plan as described in the Scope of Services section of this proposal.

This pricing is based on our understanding of your desired scope of work and the work plan which we have prepared in response. We would welcome the opportunity to meet with you to discuss both the project scope and budget to make certain that we have properly aligned your work expectations and the budget we have prepared. Throughout our technical proposal, we have established various expectations regarding specific tasks. The proposed budget is based on the assumption of those expectations; should it be necessary to adjust those, then we would need to discuss comparable budget adjustments with you.

Our practice is generally to use fixed fee agreements when the scope of work is predictable. The effort required to complete the project as described in the Scope of Services section is fairly predictable, based on our experience with Jefferson County and similar Missouri County clients. We are proposing a fixed, all-inclusive fee for these services. The fee will include all professional staff effort, and is inclusive of travel cost, the cost of clerical effort, and all other miscellaneous project expenses.

We will invoice the County the full amount upon completion of the cost allocation plan, indirect cost rates and submission of the material to the State of Missouri, Office of Child Support Enforcement.

Proposed Fee

- For completion of the Cost Allocation Plan and Indirect Rates based on County fiscal year 2014 actual costs. We propose a fixed, all inclusive fee of **\$6,590** for completion of the tasks outlined in the Proposed Approach and Work plan.

6. References

Below, we have provided contact information for current or recent clients who can attest to the quality of our cost allocation services.

St. Louis County, Missouri	
<i>Contact:</i>	Don Rode, CFO
<i>Phone:</i>	314.615.5062
<i>Project Description:</i>	Over the last 10+ years, prepared an indirect cost allocation plan and indirect rates for St. Louis County.
St. Charles County, Missouri	
<i>Contact:</i>	Robert Schnur, CFO
<i>Phone:</i>	636.949.7900, ext 3866
<i>Project Description:</i>	Over the last 20+ years, prepared an indirect cost allocation plan and indirect rates for the Child Support Enforcement Program, and in recent years, for the County Election Office.
Boone County, Missouri	
<i>Contact:</i>	June Pitchford, County Auditor
<i>Phone:</i>	573.886.4278
<i>Project Description:</i>	Over the last 20+ years, prepared an indirect cost allocation plan and indirect rate proposal for the Child Support Enforcement Program. Also prepared a budget CAP for internal billing purposes.
Cole County, Missouri	
<i>Contact:</i>	Debbie Malzner, Finance Director
<i>Phone:</i>	573.634.9109
<i>Project Description:</i>	Over the last 20+ years, prepared an indirect cost allocation plan and indirect rate proposal for the Child Support Enforcement Program.
Jackson County, Missouri	
<i>Contact:</i>	Melissa Mauer-Smith, Family Support Director
<i>Phone:</i>	816.881.3488
<i>Project Description:</i>	Over the last 20+ years, prepared an indirect cost allocation plan and indirect rate proposal for the Child Support Enforcement Program.

7. Proposer Contact Information

Our primary contact for this proposal is:

- Kurt Sames, Manager
MAXIMUS Consulting Services, Inc.
One West Old State Capitol Plaza
Suite 502
Springfield, Illinois 62701
Phone: 217.789.0041 x2
Email: kurtsames@maximus.com

Appendix A: Detailed Resumes for Proposed Staff

Following this page, we have provided detailed resumes for the following proposed staff:

- Kurt Sames, Project Manager
- Lucas Williamson, Project Consultant

Kurt Sames

Manager | Project Manager

EXPERIENCE

Mr. Sames has more than 20 years of experience in governmental cost accounting, cost analysis, federal grant cost principles, fee studies, design of automated costing models, and preparation of indirect cost allocation plans. His range of project experience includes the following:

- Statewide cost allocation plans
- State and local government agency indirect cost allocation plans
- Preparation and negotiation of agency indirect cost rate proposals
- Cost of services analysis and fees
- Internal services fund charge-back rates and allocation issues

Since 1993, Mr. Sames has been involved in the following projects:

State, County, and City Government Cost Allocation Projects

Illinois Statewide Cost Allocation Plan: Participated in the preparation of the annual Illinois Statewide Central Services Cost Allocation Plan. The plan distributes the cost of eight central departments, plus related building space costs, equipment depreciation, insurances, fringe benefits, etc. to over ninety Illinois agencies, departments, boards, commissions, and universities. Also assisted in the analysis of Illinois revolving, pension, and insurance funds in conjunction with federal reporting requirements.

Other State Government Cost Allocation Projects: Prepared and negotiated cost allocation plans and indirect cost rate proposals for the Illinois Departments of Aging, Agriculture, Children & Family Services, Commerce and Community Affairs, Environmental Protection Agency, Human Services, Natural Resources, Nuclear Safety, Professional Regulation (now Financial & Professional Regulation), Public Health, Environmental Protection Agency, and State Police. Prepared and negotiated the indirect cost rate proposal for the Missouri Department of Natural Resources (2001-2009). Prepared and negotiated the indirect cost rate proposal for the Illinois Community College Board and the Illinois State Board of Education (2002-Present).

County Government Cost Allocation Projects: Prepared and negotiated cost allocation plans and indirect cost rate proposals for the Illinois Counties of Madison, Peoria, Sangamon, and St. Clair. Prepared the 2001, 2003 and 2009 indirect cost allocation plans for Rock Island County, Illinois. Since 1993, prepared and negotiated cost allocation plans and indirect cost rate proposals for the Missouri Counties of Boone, Buchanan, Clay, Cole, Greene, Jefferson, St. Charles, and St. Louis.

City Government Cost Allocation Projects: Assisted in preparing and negotiating the cost allocation plan and indirect cost rate proposal for the City of St. Louis, Missouri.

Other State, County, and City Government Projects

Illinois Department of Agriculture: Prepared an analysis of the full cost and revenues associated with the Illinois State Fair annually since 1998. Also participated in an analysis of the full cost and revenues associated with non-fair events on the Illinois State Fairgrounds (1998).

Illinois Department of Children and Family Services: Designed a PC-based system for preparing federal claims for the Illinois Statewide Automated Child Welfare Information System. Gathered financial data necessary to calculate personal services and other operating costs for direct staff, staff providing part-time assistance, and staff attending training sessions (1996-2008.)

Illinois Environmental Protection Agency: Reviewed and developed recommendations for an alternative methodology in calculating the Agency's laboratory charge-back fees (2001). Participated in developing the Agency's laboratory charge-back fee analysis (2002).

Illinois Department of Public Health: From 1998 to 2010, developed and prepared a quarterly "Federal Project Personnel Report" based on Random Moment Sampling (RMS) results to meet federal claiming requirements. Also developed and prepared a quarterly staff analysis for the Office of Health Care Regulation based on RMS results to meet Medicare/Medicaid reporting requirements (1998-2001).

QUALIFICATIONS

- More than 20 years of experience in governmental cost accounting, cost analysis, federal grant cost principles, fee studies, design of automated costing models, and preparation of indirect cost allocation plans

Sangamon County Illinois, Department of Public Health: Designed a PC-based system for preparing claim information for the Family Case Management and other grants. Gathered and organized financial data necessary to calculate personal services and other operating costs, including space related costs, for direct staff and staff providing administrative assistance. Developed a staff matrix to properly assign and allocate staff hours and costs to the various cost objectives (2001-Present).

St. Clair County Illinois, Department of Public Health: Conducted a review of methods of determining the total costs related to departmental programs, including the costs of the Department's Family Case Management program (2001/2002).

Missouri Department of Natural Resources: Evaluated the department's procedures for preparation of an indirect cost rate proposal. Developed an alternative methodology for allocation of central service costs, and analyzed the impacts of various methodologies on department practices (1998 and 2001/2002).

Missouri Department of Mental Health: Analyzed the department's procedures for identifying and claiming federal funds, including the indirect cost allocation plan and direct cost claiming mechanisms. Developed an alternative methodology for allocation of all central office costs (1998).

Minnesota Department of Human Services: Provided assistance in the development of an integrated Activity Based Costing/Management (ABC/M) system to accurately cost services at the procedure code level, distribute overhead costs to programs, perform what-if scenarios, establish utilization for day-to-day cost management of existing services, and develop a solution that can be readily merged with the existing infrastructure (2001).

Rock Island County Health Department: Designed a PC-based system for preparing claim information for the Family Case Management and other grants. Gathered and organized financial data necessary to calculate personal services and other operating costs, including space related costs, for direct staff and staff providing administrative assistance. Developed a staff matrix to properly assign and allocate staff hours and costs to the various cost objectives (2002-2003).

Madison County Illinois, Public Health Department: Designed a PC-based system for preparing claim information for grant programs. Gathered and organized financial data necessary to calculate personal services and other operating costs, including space related costs, for direct staff and staff providing administrative assistance. Developed a staff matrix to properly assign and allocate staff hours and costs to the various cost objectives (2004).

State of Indiana Mental Health Funds Recovery Program: Reviewed and analyzed the cost data submitted by the 41 Indiana Mental Health Funds Recovery Agencies for reasonableness and accuracy per Federal Guidelines. Developed and designed benchmarking procedures in order to compare costs over time for consistency within each agency and the program as a whole.

Prior to joining MAXIMUS, Mr. Sames served for seven years as a Financial Analyst and Economic Planner for **City Water, Light & Power**, the municipal electric and water utility for Springfield, Illinois. Mr. Sames prepared monthly usage and financial reports relating to operations of the Water and Electric Funds. He assisted in the development of the annual budget. He participated in bond financing projects, and assisted in a cost of service study. Also, he assisted in the development of a methodology for estimating the impact of water and electric rate increases.

EDUCATION

M.A. in Economics, University of Illinois-Springfield, Springfield, Illinois

B.A. in Economics, University of Illinois-Springfield, Springfield, Illinois

Lucas Williamson

Senior Consultant | Project Consultant

EXPERIENCE

Mr. Williamson's clients and projects have included the following:

Illinois Department of Human Services (DHS): Preparation and assisted with negotiation of the cost allocation plan and indirect cost rate proposals since FY 2005. Assisted with the development and implementation of the CRIS software for use in the Department's quarterly Federal claiming quarterly. Preparation and process the Quarterly PACAP model since FY 2012. Preparation & negotiation of amendments for the PACAP which determines allowable expenditures that can be direct claimed to various State and Federal programs.

Illinois Department of Central Management Services (CMS): In 2004, the Illinois Governor mandated an agency consolidation of facility management activities to CMS, such as lease negotiation, building and grounds maintenance, and utilities. Prepared building budgets in FY 2005 for each facility consolidated since March 2005 as part of the Governor's mandate using financial data obtained from various agencies. Assisted in the development of Facility Management Rates by building to be charged to building occupants based on occupied square footage.

Illinois Department of Children and Family Services (DCFS): Preparation and negotiation of amendments for the PACAP which determines allowable expenditures that can be direct claimed in the Federal Child Welfare IV-E claim. Preparation of calculated per diem rates for private agency group homes and child care institutions. Conducted a Random Moment Sample (RMS) Quality Assurance study to validate the information being collect by DCFS Phone Polling staff and make recommendations to improve the accuracy of the RMS study. Assisted with the development and submission of the quarterly Federal Child Welfare IV-E Claim from 2006-2010. Performed beta-testing on the TFEDS system that was developed by MAXIMUS, Inc. to enhance the Federal Child Welfare IV-E Claiming process.

Illinois Department of Financial and Professional Regulation (DFPR): Assisted with annual "cost of professions study" to determine the cost of regulating each profession in Illinois and provide support for budgetary allocations to various fund sources.

Illinois Department of Public Health (DPH): Preparation and Negotiation of the Department's federal cost allocation plan and indirect cost proposal since FY 2005. Assisted with the quarterly Random Moment Sampling Survey development process and quarterly result analyses.

Illinois Department of Public Health – Office of Women's Health: Assisted in the development of data collection materials and data analysis in developing a management reimbursement rate for the Illinois Breast and Cervical Cancer Program in FY 2005.

Illinois Department of Natural Resources (DNR): Assisted in the development of a federally requested Corrective Action Plan, which includes information on costs related to the Department's Sport Fish and Wildlife Restoration programs. The work includes the cost and data collection and analysis of expenditures from the DNR Fish and Wildlife fund in FY 2005 and FY 2006. Preparation and negotiation of the cost allocation plan and indirect cost rate proposals for DNR since FY 2005.

Illinois Environmental Protection Agency (EPA): Assisted in the preparation of the Agency's laboratory charge-back fee analysis since FY 2005.

Hawaii Department of Human Services (DHS): Preparation & negotiation of amendments for the PACAP for the Vocational Rehabilitation program which determines allowable expenditures that can be direct claimed to various State and Federal programs.

Washington Department of Social and Health Services (DSHS): Preparation & negotiation of amendments for the PACAP for the Economic Services Administration and Division Administration which determines allowable expenditures that can be direct claimed to various State and Federal programs. Assisted the client with negotiation of outstanding PACAP amendments.

City of St. Louis, Missouri: Preparation and negotiation of the cost allocation plan and Child Support rate proposals for the City of St. Louis, Missouri since 2005.

QUALIFICATIONS

- More than eight years of experience providing the following services to public sector clients:
 - Preparation and negotiation of Public Assistance Cost Allocation Plans (PACAP)
 - State and local government agency indirect cost allocation plans
 - Preparation and negotiation of agency indirect cost rate proposals
 - Cost of services analysis and fees

Iowa Counties: Assisted in the development of data collection materials and data analysis in developing County cost allocation plans and indirect cost proposals related to Social Services in FY 2004 for Blackhawk, Calhoun, Polk, and Scott Counties in Iowa.

Missouri Counties: Preparation and negotiation of the cost allocation plan and indirect cost rate proposals for Jefferson County since FY 2004 and Cole & Clay Counties since FY 2008.

North Dakota Counties: Preparation and negotiation of the cost allocation plan and indirect cost proposals for Cavalier Pembina, Ramsey, Towner, Walsh Counties since FY 2010.

Illinois Counties: Assisted in the development of data collection materials and data analysis in developing a cost allocation plan for Peoria County in FY 2009 and Rock Island & St. Clair Counties in FY 2010.

Wisconsin Counties: Preparation and negotiation of the cost allocation plan and indirect cost proposals for Fond Du Lac, Kenosha, and Sheboygan Counties since FY 2010.

As a Graduate Public Service Intern for the **Illinois Department of Public Health – Office of Women's Health**, Mr. Williamson analyzed monthly billings and tracked funding for 26 lead agencies and 15 consortia agencies. He assisted in the development of the annual federal program budget. He presented billing information and billing methodology at two Illinois Breast and Cervical Cancer conferences. Mr. Williamson developed four separate Microsoft Access databases for the office. He provided technical support to the agencies in regards to grant application preparation, allowable billing, clinical services funding availability, and computer inquiries.

EDUCATION

M.A. in Accountancy, University of Illinois at Springfield, Springfield, Illinois

B.S. in Business Education, Eastern Illinois University, Charleston, Illinois

B.S. in Business in Accounting and Administrative Information Systems, Eastern Illinois University, Charleston, Illinois

Appendix B: Requested Insurance Language Changes

Below, we detail changes requested to the language for Insurance Requirements on RFP page 4.

INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims for bodily injury, property damage, or errors and omissions while performing professional services, ~~which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whom any of them may be liable.~~ If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry commercial general liability and workers' compensation insurance, with a Certificate of Insurance that is satisfactory to the County, and including the County as an additional insured on the general liability policy and including a waiver of subrogation on the workers' compensation policy, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its forces as enumerated above. All policies, ~~except for the professional liability and workers' compensation policies,~~ must name the County as an additional insured and provide for thirty (30) days ~~prior written notice of prior to any material changes or cancellation or non-renewal.~~ Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Commercial ~~prehensive~~ General Liability Insurance**

The Vendor/Contractor ~~or his sub-contractor or contractors~~ shall maintain and keep in full force and effect during the terms of this Contract such ~~com~~ commercial ~~prehensive~~ general liability insurance as shall protect them from claims ~~for bodily injury including death, property damage, personal & advertising injury, contractual liability, independent contractors, premises operations, and products/completed operations,~~ which may arise from the Contractor's or its employees' ~~operations negligence~~ under this Contract, ~~whether such operations be by themselves or by anyone directly or indirectly employed by them.~~ The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against ~~any and all~~ claims, which might arise as a result of the ~~operation of the Vendor's/Contractor's performance of services~~ in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply to any subcontractor.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in full force and effect during the life of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

Appendix C: Proposed Exceptions to the RFP

MAXIMUS Consulting Services, Inc. ("MAXIMUS" or "Vendor" or "Supplier") is pleased to submit its proposal to Jefferson County's Department of Administrative Services ("County"). Our submission in response to this solicitation shall not constitute a binding offer. No contract shall form between MAXIMUS and the County as a result of the County's selection of MAXIMUS, unless such contract contains mutually acceptable language, including, but not limited to a reasonable limit on our liability, termination, and indemnification obligations, and is signed by both parties.

Term & Section	Language
Cover Page – Contract Term (pg. 1)	<i>MAXIMUS assumes and anticipates that both parties will enter into good faith negotiations of any and all contractual issues upon issuance of award. MAXIMUS affirms that it will execute and fulfill a contract subject to mutually agreed upon terms and conditions. Therefore, MAXIMUS bid is contingent upon successful negotiations and our proposal does not serve as acceptance of the existing terms and conditions of the RFP. No contractual obligation will form until such time as both parties have executed a negotiated contract.</i>
Required Documents (Sect. 1, pg. 2)	<i>MAXIMUS will provide a Certificate of Insurance but proposes to delete "or binder" from the list of requirements.</i>
Proposal Form and Contract – Warranty (Sect. I, pg. 6)	<i>As this is a contract for services rather than goods, MAXIMUS proposes to delete this section in its entirety and replace it with the following:</i> "Vendor represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Vendor shall provide the Services stated herein in a professional and workmanlike manner consistent with the typical standards of the industry. Vendor specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose."
Proposal Form and Contract – Payment (Sect. J, pg. 6)	<i>MAXIMUS proposes to revise this section as follows:</i> "Vendor will render to County one or more invoices for the fees specified herein. County will pay Vendor within thirty (30) days after the invoice date. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt."

Proposal Form and Contract – Termination (Sect. P, pgs. 6 & 7)	<p><i>MAXIMUS proposes to revise subparagraph 4 of this section as follows:</i></p> <p>“Default: Either Party may terminate the whole Contract or any part, upon thirty (30) days prior written notice to the other, in either of the following circumstances:</p> <p>a. If either Party fails to deliver the items required by the contract within the time specified; or</p> <p>b. If either Party fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within the thirty (30) day notice period after delivery of notice from the non-breaching Party specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated.</p> <p>c. Neither Party shall be liable for any damages or costs where the failure upon which the termination is based has arisen out of causes beyond the control of the Parties, including, but not limited to, Acts of God as stated in Section T, fires, floods, earthquakes, strikes, and acts of the public enemy.</p> <p>d. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the Parties provided in this Section P shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.”</p>
Proposal Form and Contract – Term (Sect. R, pg. 7)	<p><i>MAXIMUS proposes to include a specific start and end date for this contract, plus the one-year extension, as agreed to by both parties in a signed writing.</i></p>
Services and Materials to be Furnished by County (RFP is silent)	<p><i>MAXIMUS proposes to include the following data accuracy language in any resulting contract:</i></p> <p>“Vendor shall provide guidance to the County in determining the data required. The County acknowledges and agrees that Vendor shall be entitled to rely upon the accuracy and completeness of the data provided by the County to perform the Services. County shall provide all such data in a timely manner sufficient to allow Vendor to provide the Services. Vendor shall have no liability to County whatsoever if County provides incomplete or inaccurate data or provides data in an untimely manner. County agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Vendor's software. Nothing in this Agreement shall be construed to grant County any rights to Vendor's materials created prior to the execution of this Agreement.”</p>
Limitation of Liability (RFP is silent)	<p><i>MAXIMUS takes exception to the absence of a limitation of liability provision and proposes to include the following in any resulting contract:</i></p> <p>“County agrees that Vendor's total liability to County for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the lesser of (a) the amount actually paid to Vendor during the contract year in which the claim arose, or (b) \$150,000.</p> <p>In no event shall Vendor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Vendor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.</p> <p>Any claim by County against Vendor relating to this Agreement must be made in writing and presented to Vendor within one (1) year after the date on which Vendor completes performance of the services specified in this Agreement.”</p>

Vendor Liability if Audited (RFP is silent)	<p><i>MAXIMUS takes exception to the absence of audit disallowance language and proposes to include the following in any resulting contract:</i></p> <p>“The County represents that all financial and statistical information provided to Vendor by County, its employees and/or agents is accurate and complete to the best of County’s knowledge. Vendor shall, upon notice of audit, make work papers and other records available to the auditors. Vendor’s sole responsibility under an audit shall be to provide reasonable assistance to the County through the audit and to make those changes to the work product as required as a result of the audit. Vendor shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.”</p>
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Appendix D: MAXIMUS Consulting Services Standard Contract

On the pages that follow, please find a partially executed contract between MAXIMUS Consulting Services, Inc. and Jefferson County, Missouri for the cost allocation services described in the pages of this proposal.

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 20____ (the "Effective Date"), by and between MAXIMUS Consulting Services, Inc. ("Consultant"), and Jefferson County, Missouri ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the Services described in Exhibit A.
- (2) Term. This Agreement shall commence on the Effective Date and shall remain in effect until (a) December 31, 2015 (b) completion of, and payment in full for, the Services specified in Exhibit A, or (c) termination in accordance with Section 4, whichever occurs first. Should the Services not be completed by December 31, 2015, and this Agreement has not been terminated pursuant to Section 4, the parties may agree to extend the agreement for a specified period of time pursuant to an amendment signed by both parties.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination.
 - a) Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.
 - b) Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
 - c) Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and

agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.

- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.
- (7) Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.
- (8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- (9) Indemnification. To the extent allowed by law, each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, consultants, or agents or any third party.
- (10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the lesser of (a) the amount actually paid to Consultant during the contract year in which the claim arose, or (b) \$150,000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

- (11) Consultant Liability if Audited. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
- (12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Vickie S. Pratt
Department of Administration
729 Maple St, P.O. Box 100
Hillsboro, MO 63050
(636) 797-5382
(636) 797-5067 (Fax)
vpratt@jeffcomo.org

Kurt K. Sames.
MAXIMUS Consulting Services, Inc.
One West Old State Capital Plaza, Suite 502
Springfield, IL 62701
(217) 789-0041
(217) 789-6342 (Fax)
kurtsames@maximus.com

Such notice shall be deemed delivered 5 days after deposit in the U.S. mailbox.

(13) Changes. The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

(14) Miscellaneous.

- a. If Consultant is requested or authorized by Client, or is required by government regulation, a regulatory agency, subpoena, or other legal process, to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, Client will reimburse Consultant without limitation for all Consultant time and expenses, including, but not limited to, attorneys' fees, court costs and travel expenses, incurred in responding to such requests whether incurred by Consultant employees, consultants, contractors or agents. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.
- b. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
- c. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.
- d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- g. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God,

Agreement between Jefferson County, Missouri and MAXIMUS Consulting Services Inc.

war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

- h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

By: Kenneth Waller
(Client Official)

Name: KENNETH WALLER

Title: COUNTY EXECUTIVE

Date: 4-14-2015

MAXIMUS Consulting Services, Inc.

By: Lauren K. Fulloka

Name: Lauren K. Fulloka
Contracts Manager
Legal Counsel

Title: _____

Date: 2/23/2015

EXHIBIT A
Scope of Services

Description of Services:

For preparation of a cost allocation plan for the Child Support Enforcement Office which will document the indirect costs in addition to direct program costs.

The indirect cost allocation plan will:

- be based on Fiscal Year 2014
- implement an indirect cost rate proposal for the Child Support Enforcement Office
- distribute central services general fund cost to other County Departments and funds
- document the full overhead cost associated with administration of the Child Support Enforcement Office
- provide cost data for an indirect cost rate proposal for the Prosecuting Attorney and Circuit Clerk's Title IVD programs
- prepare the indirect rates as necessary
- submit the final cost allocation plan and indirect rate proposal ready for submission to the State for review of the rates

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein.

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Consultant reserves the right to subcontract for Services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

EXHIBIT B
Compensation

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of \$6,590.

Consultant will invoice the Client the full amount upon completion of the cost allocation plan, indirect cost rates and submission of the material to the State of Missouri, Office of Child Support Enforcement.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this _____ day of _____, 20____ (the "Effective Date"), by and between MAXIMUS Consulting Services, Inc. ("Consultant"), and Jefferson County, Missouri ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the Services described in Exhibit A.
- (2) Term. This Agreement shall commence on the Effective Date and shall remain in effect until (a) December 31, 2015 (b) completion of, and payment in full for, the Services specified in Exhibit A, or (c) termination in accordance with Section 4, whichever occurs first. Should the Services not be completed by December 31, 2015, and this Agreement has not been terminated pursuant to Section 4, the parties may agree to extend the agreement for a specified period of time pursuant to an amendment signed by both parties.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination.
 - a) Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.
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- (8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- (9) Indemnification. To the extent allowed by law, each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, consultants, or agents or any third party.
- (10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the lesser of (a) the amount actually paid to Consultant during the contract year in which the claim arose, or (b) \$150,000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

- (11) Consultant Liability if Audited. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
- (12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Vickie S. Pratt
Department of Administration
729 Maple St, P.O. Box 100
Hillsboro, MO 63050
(636) 797-5382
(636) 797-5067 (Fax)
vpratt@jeffcomo.org

Kurt K. Sames.
MAXIMUS Consulting Services, Inc.
One West Old State Capital Plaza, Suite 502
Springfield, IL 62701
(217) 789-0041
(217) 789-6342 (Fax)
kurtsames@maximus.com

Such notice shall be deemed delivered 5 days after deposit in the U.S. mailbox.

(13) Changes. The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

(14) Miscellaneous.

- a. If Consultant is requested or authorized by Client, or is required by government regulation, a regulatory agency, subpoena, or other legal process, to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, Client will reimburse Consultant without limitation for all Consultant time and expenses, including, but not limited to, attorneys' fees, court costs and travel expenses, incurred in responding to such requests whether incurred by Consultant employees, consultants, contractors or agents. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.
- b. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
- c. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.
- d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- g. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God,

Agreement between Jefferson County, Missouri and MAXIMUS Consulting Services Inc.

war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

- h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- i. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

By: Kenneth Waller
(Client Official)

Name: KENNETH WALLER

Title: COUNTY EXECUTIVE

Date: 4-14-2015

MAXIMUS Consulting Services, Inc.

By: Lauren K. Fulloka

Name: Lauren K. Fulloka
Contracts Manager
Legal Counsel

Title: _____

Date: 2/23/2015

EXHIBIT A
Scope of Services

Description of Services:

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The indirect cost allocation plan will:

- be based on Fiscal Year 2014
- implement an indirect cost rate proposal for the Child Support Enforcement Office
- distribute central services general fund cost to other County Departments and funds
- document the full overhead cost associated with administration of the Child Support Enforcement Office
- provide cost data for an indirect cost rate proposal for the Prosecuting Attorney and Circuit Clerk's Title IVD programs
- prepare the indirect rates as necessary
- submit the final cost allocation plan and indirect rate proposal ready for submission to the State for review of the rates

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein.

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Consultant reserves the right to subcontract for Services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

EXHIBIT B
Compensation

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of \$6,590.

Consultant will invoice the Client the full amount upon completion of the cost allocation plan, indirect cost rates and submission of the material to the State of Missouri, Office of Child Support Enforcement.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.



March 10, 2015

Ms. Vickie Pratt
Department of Administrative Services
Jefferson County
729 Maple Street
P. O. Box 100
Hillsboro, Missouri 63050

Dear Ms. Pratt:

MAXIMUS Consulting Services, Inc. is pleased to present this sealed bid proposal for Indirect Cost Allocation. For several years, MAXIMUS has been engaged by Jefferson County to prepare your County-wide Indirect Cost Allocation Plan (CAP) and the "indirect rate proposal" for the Child Support Enforcement (CSE) Programs. The material is prepared for submission to the State of Missouri for approval. The approval will allow the County to claim the countywide indirect costs that are in support of the CSE programs. The last CAP that we prepared for Jefferson County identified over \$73,000 of indirect costs related to the PA and Circuit Clerk CSE programs, although an the indirect rate for both programs has recently been capped at 8% of total direct costs.

MAXMUS has extensive experience in working with state and local governments. Our staff has special expertise in the preparation of central services cost allocation plans. In fact, we are the leading preparer of indirect cost allocation plans nationwide, and prepare over 1,000 cost plans annually. In addition to Jefferson County, our regular Missouri local government clients include the City of St. Louis and many of the larger counties, including St. Louis, Jackson, Buchanan, Boone, Cole, Clay, and St. Charles. Our work is well known and respected by the State of Missouri staff that are responsible for approval of the Missouri CSE rate proposals.

Enclosed are an original and two copies of the proposal form and our response to the Request for Proposal: INDIRECT COST ALLOCATION 2015.

We have taken the liberty of including two signed contracts in our package (see Appendix D), as we have used our standard MAXIMUS Consulting Services, Inc. contract for the past few years with Jefferson County for cost allocation services. If you choose to accept our standard contract, then our insurance and contract exceptions are not necessary. If, however, you do not choose to accept our standard contract, then we respectfully request your consideration of our insurance and contract exceptions for negotiation. These can be found in Appendix B and C.

MAXIMUS Consulting Services, Inc. is a subsidiary of MAXIMUS, Inc.

MS. VICKIE PRATT
JEFFERSON COUNTY

- 2 -

MARCH 10, 2015

We look forward to continuing to serve Jefferson County on this important project.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Michael Holmes', followed by a long horizontal line.

Michael Holmes
Vice President
MAXIMUS Consulting Services, Inc.

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