

BID TABULATION - INDIRECT COST ALLOCATION

<b>INDIRECT COST ALLOCATION 4-11-2017</b>	<b>MGT OF AMERICA CONSULTING LLC</b>	<b>MAXIMUS CONSULTING SERVICES INC</b>
	3800 ESPLANADE WAY STE 210 TALLAHASSEE FL 32311	1891 METRO CENTER DR RESTON VA 20190
<b>TOTAL ESTIMATED COST</b>	\$6,150.00	\$6,200.00
<b>REQUIRED DOCUMENTS</b>		
NOTARIZED WORK AFFIDAVIT COMPLETED	Y	Y
E-VERIFICATION DOCUMENTATION (Y/N):	Y	Y
COPY OF INSURANCE PROVIDED	Y	Y
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	Y	Y
COOPERATIVE BID FORM (Y/N)	N	Y
COOPERATIVE CONTACT INFO:	Y	Y
COMPANY INFORMATION AND SIGNATURE	N	Y
BID DEPOSIT REQUIRED	N/A	N/A
<b>COMMENTS:</b>	COPY OF INSURANCE IS EXPIRED  NO SIGNATURE ON PAGE 12  NO PAGES INI	ATTACHED APPENDIX B EXCEPTIONS

## Appendix B: Exceptions

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)	<b><i>Notwithstanding page 12 of the RFP, 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, the MAXIMUS offer 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></b>
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 Requirements (Sect. F., pg. 3)	<i>MAXIMUS proposes to delete this Section in its entirety as it is inapplicable.</i>
Proposal Requirements – Insurance (Sect. K, pg. 4)	<p><i>In accordance with our insurance policies, MAXIMUS proposes to revise this section as follows:</i></p> <p>"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. 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. 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 cancellation or non-renewal.</p> <p>THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE 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.</p> <p>A. ( X )Required ( ) Not Required Commercial General Liability Insurance</p> <p>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 commercial general liability insurance as shall protect them from claims for bodily injury including death, property damage, personal &amp; advertising injury, contractual liability, independent contractors, premises operations, and products/completed operations which may arise from the Contractor's or its employees' negligence under this Contract. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate covering both bodily injury and property damage, including accidental death.</p> <p>B. ( X )Required ( ) Not Required Professional Liability Insurance</p> <p>The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against claims, which might arise as a result 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.</p>

Proposal Requirements – Insurance, Continued (Sect. K, pg. 4)	C. (X) Required ( ) Not Required Worker's Compensation Insurance: per Missouri Revised Statutes Chapter 287
Proposal Form and Contract – Warranty (Sect. I, pg. 6)	<p>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."</p> <p><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></p> <p>"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."</p>
Proposal Form and Contract – Payment (Sect. J, pg. 6)	<p><i>MAXIMUS proposes to revise this section as follows:</i></p> <p>"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."</p>
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 perform any 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>b. 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>c. 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)	<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 written amendment.</i>
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)

*MAXIMUS takes exception to the absence of a limitation of liability provision and proposes to include the following in any resulting contract:*

"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 total base contract value.

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.

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."

Vendor Liability if  
Audited  
(RFP is silent)

*MAXIMUS takes exception to the absence of audit disallowance language and proposes to include the following in any resulting contract:*

"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."

Litigation  
Reimbursement  
(RFP is silent)

*MAXIMUS takes exception to the absence of litigation reimbursement language and proposes to include the following in any resulting contract:*

If Vendor is requested by County to produce Vendor deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, then County and Vendor shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Vendor's response and related to the reasonable fees of Vendor in responding. The foregoing does not diminish or negate Vendor's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Scope of Services.