

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



<p>Proposal Requirements – Insurance, Continued (Sect. K, pg. 4)</p>	<p>C. ( X )Required ( ) Not Required Worker's Compensation Insurance: per Missouri Revised Statutes Chapter 287</p> <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>Proposal Form and Contract – Warranty (Sect. I, pg. 6)</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>Proposal Form and Contract – Payment (Sect. J, pg. 6)</p>	<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>
<p>Proposal Form and Contract – Termination (Sect. P, pgs. 6 &amp; 7)</p>	<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>Proposal Form and Contract – Term (Sect. R, pg. 7)</p>	<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 written amendment.</i></p>
<p>Services and Materials to be Furnished by County (RFP is silent)</p>	<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.