

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/10/2020

Contract/Lease Control #: C19-2787-BCC

Procurement#: ITB 04-19

Contract/Lease Type: CONTRACT

Award To/Lessee: MGT CONSULTINIG GROUP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/06/19

Expiration Date: 03/05/2021

Description of COST ALLOCATION PLAN FOR OKALOOSA COUNTY

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7551

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C192787-BCC Tracking Number: 3978-20
Procurement/Contractor/Lessee Name: MGT Consultg Grant Funded: YES ___ NO X
Purpose: amendment/renewal
Date/Term: 3-5-21
Department #: 0114
Account #: 531100
Amount: 11,750.00
Department: BCC Dept. Monitor Name: Hofstad

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mose Date: 3-13-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no grants Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: no new insura requests Date: _____
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 3-16-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review

Department funding confirmed: _____ Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, March 16, 2020 10:13 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C19-2787-BCC renewal

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, March 13, 2020 4:37 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: C19-2787-BCC renewal

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
MGT CONSULTING GROUP
CONTRACT NO. C19-2787-BCC**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and MGT Consulting Group, executed this 7th day of April, 2020, is made a part of the original Agreement dated March 6, 2019, Contract No. C19-2787-BCC (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section 4 of the original Agreement. The parties wish to retroactively date the contract renewal period begin date to March 6, 2020
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence March 6, 2020 and shall terminate no later than March 5, 2021.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Exhibit "A" of the original Agreement ("Compensation") and/or any amendments thereto; or
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated March 6, 2019 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



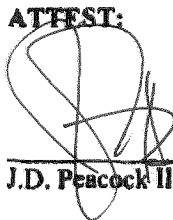
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

MGT CONSULTING GROUP



Signature

TITLE: Chairman and CEO

A. Trey Traviesa
Print Name

ATTEST:

J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

BY: 
Robert A. "Trey" Goodwin, III

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 3/6/2019

Contract/Lease Control #: C19-2787-BCC

Procurement#: ITB 04-19

Contract/Lease Type: CONTRACT

Award To/Lessee: MGT CONSULTING GROUP

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 3/6/2019

Expiration Date: 3/6/2020 W/ 4- ONE YEAR RENWALS

Description of Contract/Lease: COST ALLOCATION PLAN FOR OKALOOSA COUNTY

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7551

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



MGTOFAM-01

CRYSTAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2019

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 have ADDITIONAL INSURED provisions or 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 Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317 | CONTACT NAME: | | PHONE (A/C, No, Ext): (850) 878-2121 | | FAX (A/C, No): (850) 878-2128 | |
| | E-MAIL ADDRESS: | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | NAIC # | |
| INSURER A: American Casualty Company of Reading, PA | | | | | 20427 | |
| INSURER B: Continental Casualty Company | | | | | 20443 | |
| INSURER C: Valley Forge Insurance Company | | | | | 20508 | |
| INSURER D: Travelers Casualty and Surety Company of America | | | | | 31194 | |
| INSURER E: | | | | | | |
| INSURER F: | | | | | | |

INSURED
MGT of America, LLC
MGT of America Consulting, LLC
4320 West Kennedy Blvd.
Tampa, FL 33609-2118

COVERAGES

CERTIFICATE NUMBER:

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | X | 5095130327 | 7/1/2019 | 7/1/2020 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | | |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | X | X | 2093563501 | 7/1/2019 | 7/1/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | | | 2093563496 | 7/1/2019 | 7/1/2020 | EACH OCCURRENCE | \$ 5,000,000 |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ 5,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 3011086712 | 7/1/2019 | 7/1/2020 | <input checked="" type="checkbox"/> PER STATUTE | \$ |
| | Y/N <input type="checkbox"/> N/A | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| D | Professional Liab | | | 105638880 | 7/1/2019 | 7/1/2020 | 5,000,000 agg / occ | 2,500,000 |
| D | Cyber Liability | | | 105638880 | 7/1/2019 | 7/1/2020 | | 5,000,000 |

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

Blanket Additional Insured per attached forms CG2010; CG2037; CNA750779XX; CA20480299

Blanket Waiver of Subrogation per attached forms CNA75008XX; G19160B; CA04440310

Notice of Cancellation to Certificate Holders per attached forms CC68021A; CNA72315XX

Contract # ITB BCC 04-19 - Cost Allocation Plan

Okaloosa County, their respective officials, employees & volunteers are named as Additional SEE ATTACHED ACORD 101

CONTRACT#: C19-2787-BCC
MGT CONSULTING GROUP
COST ALLOCATION PLAN
EXPIRES: 03/06/2020 W/4 1 YR RENEWALS

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLA |
| Okaloosa County 5479A Old Bethel Rd. Crestview, FL 32536 | 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 |



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|-----------------------------|---|--|
| AGENCY Earl Bacon Agency, Inc. | | NAMED INSURED MGT of America, LLC MGT of America Consulting, LLC 4320 West Kennedy Blvd. Tampa, FL 33609-2118 | |
| POLICY NUMBER SEE PAGE 1 | | EFFECTIVE DATE: SEE PAGE 1 | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | | |

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
 contract.

General Liability coverage is primary and non-contributory where required by contract. Waiver of Subrogation Endorsement applies to General Liability, Auto Liability and Worker's Compensation per attached forms - GL Addl Insd: CNA75079XX, & GL Ext Endt: CNA74879XX, CA0001(Section II, 1., 2., (1), (2), (3), (4) & (5) Who is an Insured), W000313 & G19160-B

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

PER ISSUED CERTIFICATE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

4002000012095635010514





NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

10 Days if we cancel for non-payment of premium.

30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

| | |
|-------------------|------------------------|
| Name: | PER ISSUED CERTIFICATE |
| Attention: | |
| Street Address: | |
| City, State, ZIP: | |
| e-mail address: | |

All other terms and conditions of the Policy remain unchanged.

4002000012095535010522





NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Policy No: WC 3 11086788

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Policy No: 5095130327

Page 1 of 2

AMERICAN CASUALTY CO OF READING, PA

Insured Name: MGT OF AMERICA CONSULTING, LLC.

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2002000750951303273858





CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the bodily injury or property damage; or
 2. the offense that caused the personal and advertising injury;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Policy No: 5095130327

Page 2 of 2

AMERICAN CASUALTY CO OF READING, PA

Insured Name: MGT OF AMERICA CONSULTING, LLC.

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CNA PARAMOUNT

**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| SCHEDULE |
|---|
| Name Of Person Or Organization: |
| ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: |
| 1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
| |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020002750951303273861



CNA75008XX (10-16)

Policy No: 5095130327

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: MGT OF AMERICA CONSULTING, LLC.

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all damages under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under Coverage C;
that arise from occurrences or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. damages under Coverage B, regardless of the number of locations or projects involved;
 - B. damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single project, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under Coverage C, caused by accidents which cannot be attributed solely to ongoing operations at a single project,
will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020002750951303273950





**Additional Insured - Owners, Lessees or Contractors -
Completed Operations Endorsement**

It is understood and agreed as follows:

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury or property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**Additional Insured - Owners, Lessees or Contractors -
Scheduled Person or Organization Endorsement**

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF LIABILITY INSURANCE

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (J Smith Lanier & Co Atlanta) and CONTACT NAME (J Smith Lanier & Co Atlanta). Includes phone, fax, and email addresses. Also includes a table of INSURER(S) AFFORDING COVERAGE with NAIC #s.

COVERAGES CERTIFICATE NUMBER: 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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Pollution Liability.

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

EXCESS AUTO LIABILITY:
-Insurer B - Policy #GVE100229301 - 07/01/2019 to 07/01/2020 - \$4,000,000 xs Primary
-Insurer C - Policy #015375502 - 07/01/2019 to 07/01/2020 - \$6,000,000 xs \$4,000,000
EXCESS GENERAL LIABILITY AND EMPLOYERS LIABILITY:
-Insurer C - Policy #015375502 - 07/01/2019 to 07/01/2020 - \$6,000,000 xs Primary
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Okaloosa County Fleet Operations) and CANCELLATION (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 signature).

DESCRIPTIONS (Continued from Page 1)

-Insurer D - Policy #MKLV4EUE100231 - 07/01/2019 to 07/01/2020 - \$4,000,000 xs \$6,000,000
(GL) Additional Insured per form CGLB303 0413 Blanket Additional Insured - Required by Contract

CONTRACT #: C19-2787-BCC
MGT Consulting Group
Cost Allocation Plan
EXPIRES: 3/6/2020 w/4- one year renewals

**AGREEMENT
FOR ITB BCC 04-19
WITH MGT Consulting Group
FOR Cost Allocation plan Okaloosa County BOCC**

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and MGT Consulting Group, certified to do business in the state of Florida, whose principal address is 4320 West Kennedy Boulevard, Tampa, FL 33069 (hereinafter the "Contractor").

WITNESSETH

WHEREAS, the Contractor responded to the ITB 04-19 to provide **Cost Allocation Plan for Okaloosa County BOCC**; and

WHEREAS, the County has now determined that it is in the best interest of the County to enter into an Agreement with the Contractor.

NOW, THEREFORE, the parties hereto agree as follows:

1. INCORPORATION OF DOCUMENTS

The following documents are incorporated by reference into this Agreement and are attached hereto:

1. Invitation to Bid & Respondent's Acknowledgement, attached hereto as Exhibit "A" and any addendums thereto.
2. Exhibit "B", Standard Contract Clauses, attached hereto and made a part of the agreement.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

2. SCOPE OF SERVICES

Further detail of this scope is outlined in attached "Exhibit A" and any addendums attached hereto. Any changes to this Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

3. PAYMENT

The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

4. DURATION OF AGREEMENT AND TERMINATION

The Agreement will begin once both parties have signed the agreement. A notice to proceed will be issued when the work is ready to begin. The term of the resulting contract shall begin when all parties have signed the contract and continue for one (1) year and may be renewed for four (4) additional one (1) year periods upon mutual agreement in writing by both parties and upon advance notice of sixty (60) days. Renewal of the contract period shall be recommended through the County's discretion, upon written agreement by both parties.

The County may terminate this Agreement for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have twenty (20) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.

If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

5. AUDIT PROVISION

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

6. INSURANCE PROVISION

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the

loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Worker's Compensation | |
| 1.) State | Statutory |
| 2.) Employer's Liability | \$500,000 each accident |
| 2. Business Automobile | \$1,000,000 each accident (A combined single limit) |
| 3. Commercial General Liability | \$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations |
| 4. Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written

report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

7. INDEPENDENT CONTRACTORS

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

8. ASSIGNMENTS

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

9. NOTICES

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

John Hofstad
County Administrator
1250 N Eglin Pkwy, Suite 102
Shalimar, FL 32579
Phone: 850-651-7515
Fax: 850-651-7551
Email: jhofstad@myokaloosa.com

The authorized representative(s) for the Contractor shall be:

Attn: Bret Schlyer
MGT of America Consulting, LLC
4320 West Kennedy Blvd., Suite 200
Tampa, FL 33609
Phone: 813-321-1400
Email: bschlyer@mgtconsulting.com
Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-6972
Fax: 850-689-5970
Email: vtaravella@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

10. PUBLIC RECORDS

Contractor shall adhere to the Public Records law of Florida.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT; 5476 OLD BETHEL ROAD CRESTVIEW, FL 32536; PHONE: (850) 689-5977; riskinfo@myokaloosa.com .

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost

that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the contractor does not transfer the records to the County.
4. Upon completion of the agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the agreement, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

11. GOVERNING LAW & VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

12. THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

13. TAXES

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Agreement when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement.

14. ENTIRE AGREEMENT AND WAIVER

This Agreement and all Exhibit(s) as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

15. SEVERABILITY

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

16. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY

The individual signing this Agreement on behalf of the Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Contractor represents and warrants to the County that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

17. COMPLIANCE WITH LAWS

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

18. FEDERAL REGULATIONS

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this agreement.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement as of the day and year written below.

MGT of America Consulting, LLC/MGT Consulting
Group

Company Name

Fred Seaman

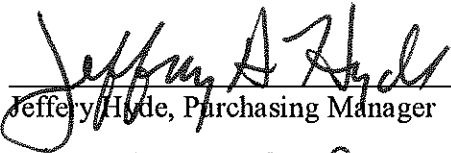
Signature

Fred Seamon

Print Name

Date: 03 / 04 / 2019

OKALOOSA COUNTY, FLORIDA


Jeffrey Hyde, Purchasing Manager

Date: 03/06/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2019

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 have ADDITIONAL INSURED provisions or 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 Earl Bacon Agency, Inc. P.O. Box 12039 Tallahassee FL 32317 | CONTACT NAME: Bobby Bacon/Erin Dennard | |
| | PHONE (A/C, No, Ext): 850-878-2121 FAX (A/C, No): 850-878-2128 | |
| | E-MAIL ADDRESS: bbacon@earlbacon.com/edennard@earlbacon.com | |
| INSURED MGT of America, LLC MGT of America Consulting, LLC 4320 W. Kennedy Blvd. Tampa FL 33609 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Continental Casualty Company | 20443 |
| | INSURER B: Valley Forge Insurance Company | 20508 |
| | INSURER C: American Casualty Company of Reading, PA | 20427 |
| | INSURER D: Transportation Insurance Company | 20494 |
| | INSURER E: Travelers Casualty & Surety Company of America | 31194 |
| | INSURER F: | |

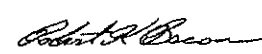
COVERAGES CERTIFICATE NUMBER: 940198582 REVISION NUMBER:

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|------------|---|-------------------------|-------------------------|---|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> A-XV Rating GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | 5095130327 | 7/1/2018 | 7/1/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ None |
| C | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> A-XV Rating | Y | Y | 2093563501 | 7/1/2018 | 7/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ None |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 2093563496 | 7/1/2018 | 7/1/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | 3011086712 - All Other 3011086788 - CA | 7/1/2018 7/1/2018 | 7/1/2019 7/1/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Professional Liability (E&O) Claims-Made Form 7/5/95 Retro Date/A+XV | N | N | 105638880 | 7/1/2018 | 7/1/2019 | Each Claim 2,500,000 Aggregate 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella: A-XV Rating. All Other Workers' Comp & CA Workers' Comp: A-XV Rating.
 CA - Workers' Comp Employers Liability Limits:
 \$1,000,000 Each Accident
 \$1,000,000 Disease Policy Limit
 \$1,000,000 Disease Each Employee
 Cyber Liability: Continental Casualty Company -Limits of Liability \$1,000,000/\$1,000,000 Retention \$10,000 Reto Date 3/30/2017-Claims Made Effective 3/30/18 - 3/30/2019
 Contract # ITB BCC 04-19 - Cost Allocation Plan
 See Attached...

CERTIFICATE HOLDER CANCELLATION

| | |
|---|--|
| Okaloosa County 5479A Old Bethel Rd. Crestview FL 32536 | 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  |

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|-----------------------------------|-----------|---|--|
| AGENCY Earl Bacon Agency, Inc. | | NAMED INSURED MGT of America, LLC MGT of America Consulting, LLC 4320 W. Kennedy Blvd. Tampa FL 33609 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Okaloosa County, their respective officials, employees & volunteers are named as Additional Insured under General Liability & Auto Liability as required by contract.
 General Liability coverage is primary and non-contributory where required by contract. Waiver of Subrogation Endorsement applies to General Liability, Auto Liability and Worker's Compensation per attached forms - GL Addl Insd: CNA75079XX, & GL Ext Endt: CNA74879XX, CA0001(Section II, 1., 2., (1), (2), (3), (4) & (5) Who is an Insured), W000313 & G19160-B

AUTOMOBILE ADDITIONAL INSURED & WAIVER OF SUBROGATION

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

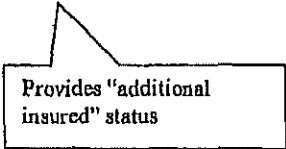
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

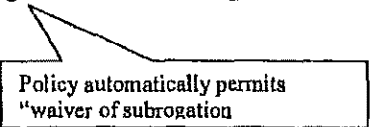
c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.



Provides "additional insured" status

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.



Policy automatically permits "waiver of subrogation"

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 10 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a

"covered pollution cost or expense." However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto."
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit."
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss," our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage

5022035305770000646152-3029





**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph **B.** below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations** hazard; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

is required by written contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this coverage part;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury** for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership,

CNA74879XX (1-15)

Page 2 of 13

Policy No:

Endorsement No:

Effective Date:

Insured Name:

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General Liability Extension Endorsement

maintenance or use of such land, provided that the occurrence giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the occurrence giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:



General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard.**

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury or property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.



General Liability Extension Endorsement

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury, property damage, or personal and advertising injury** arising out of the rendering or failure to render any professional service;
2. for **bodily injury or property damage** included within the **products-completed operations hazard**; nor
3. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance Condition** in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily Injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence, offense or claim** only when the **occurrence, offense or claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence, offense or claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury or property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence, offense or claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence, offense or claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

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Page 5 of 13

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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General Liability Extension Endorsement

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
- b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:
- a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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Page 6 of 13

Policy No:
Endorsement No:
Effective Date:

Insured Name:

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General Liability Extension Endorsement

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were *in personam* against the Named Insured.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement



General Liability Extension Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. **Good Samaritan services** rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

- a. add the following:
 - the **Named Insured's employees** are **Insureds** with respect to:
 - (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
 - (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;when such **bodily injury** arises out of a **health care incident**.
 - the **Named Insured's volunteer workers** are **Insureds** with respect to:



General Liability Extension Endorsement

- (1) **bodily injury** to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and
- (2) **bodily injury** to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You** as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

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Policy No:
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Effective Date:

Insured Name:

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Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for damages because of property damage to:

- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$200,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The Other Insurance Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

- E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this Coverage Part.

12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C - Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: _____ ; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

- B. Under **COVERAGES, Coverage C – Medical Payments**, the **Insuring Agreement** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

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Policy No:
Endorsement No:
Effective Date:

Insured Name:

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General Liability Extension Endorsement

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1, **ADDITIONAL INSUREDS** of this endorsement; or



General Liability Extension Endorsement

- attachment of an additional insured endorsement to this Coverage Part.

16. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the Insured has assumed liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) that the Insured would have in the absence of the contract or agreement; or
 - (2) assumed in a contract or agreement that is an insured contract provided the offense that caused such personal or advertising injury first occurred subsequent to the execution of such insured contract. Solely for the purpose of liability assumed in an insured contract, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of personal and advertising injury provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such insured contract; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered damages are alleged.
- B. Solely for the purpose of the coverage provided by this paragraph, DEFINITIONS is amended to delete the definition of insured contract in its entirety, and replace it with the following:
- Insured contract means that part of a written contract or written agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another party to pay for personal or advertising injury arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:
1. Paragraph 2.d. is replaced by the following:
 - d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the Indemnitee;
 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that Indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the Indemnitee at the Insurer's request will be paid as defense costs. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.
- D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.



General Liability Extension Endorsement

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product Exclusion** and subparagraphs (3), (4) and (6) of the **Damage to Property Exclusion** do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS Provision**, the **Other Insurance** conditions is amended to add the following paragraph:
- This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property Insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. your work included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT. NOT APPLICABLE IN KANSAS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2018 Policy No. 3011086712 (all other endorsement No.
Insured MGT of America Consulting, LLC Premium \$

Insurance Company Valley Forge Ins. Co.

Countersigned by Robert H. Rosen



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that Part One Workers' Compensation Insurance G. Recovery From Others and Part Two Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE -

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is

XXXXXXXXXXXXXXXXXXXXXXXXXXXX



**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 04-19 Tracking Number: 3273-19
Procurement/Contractor/Lessee Name: MGT Consulting Grant Funded: YES ___ NO
Purpose: Cost Allocation Plan
Date/Term: 1yr w/4-1yr renewals 1. GREATER THAN \$100,000
Amount: 11,750 2. GREATER THAN \$50,000
Department: BCC 3. \$50,000 OR LESS
Dept. Monitor Name: Hofstuel

Purchasing Review

Procurement or Contract/Lease requirements are met:
Victoria Taravella Date: 2/7/19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email Date: 6/8/19
_____ Risk Manager or designee Laura Porter or Krystal King

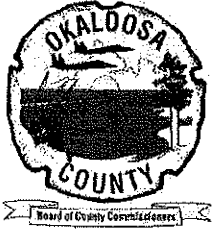
County Attorney Review

Approved as written: see email Date: 2/28/19
_____ County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
_____ Finance Manager or designee



Board of County Commissioners Purchasing Department

State of Florida

Date: February 1, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITB BCC 04-19

Cost Allocation Plan

Okaloosa County would like to thank all businesses which submitted responses to the BCC Cost Allocation Plan. (ITB BCC 04-19)


After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

MGT Consulting Group
4320 West Kennedy Boulevard
Tampa, FL 33069

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffery Hyde
Purchasing Manager

Victoria Taravella

From: Karen Donaldson
Sent: Friday, February 08, 2019 1:49 PM
To: Victoria Taravella
Subject: RE: ITB 04-19 Contract

Victoria

Please make sure that you either add to number 4 under the insurance that we are to be additional insured on ALL policies or add that wording to the Business auto liability. Either place is fine.

Otherwise I believe this is good to go.

thanks

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Thursday, February 7, 2019 12:26 PM
To: Edith Gibson <egibson@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: Jeffrey Hyde <jhyde@myokaloosa.com>
Subject: ITB 04-19 Contract

Please review the attached contract for risk purposes. I've attached as a PDF and word document.
Best,

Victoria Taravella
Contracts & Lease Coordinator
Okaloosa County Purchasing Dept.
5479A Old Bethel Road
Crestview, FL 32536

vtaravella@myokaloosa.com

Phone: (850) 689-5960

Fax: (850) 689-5970

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

Victoria Taravella

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, February 28, 2019 10:28 AM
To: Victoria Taravella
Subject: RE: 04-19 contract

Its approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Thursday, February 28, 2019 11:20 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: 04-19 contract

Have you had a chance to look this over yet?
Best,

Victoria Taravella

Contracts & Lease Coordinator
Okaloosa County Purchasing Dept.
5479A Old Bethel Road
Crestview, FL 32536

vtaravella@myokaloosa.com
Phone: (850) 689-5960
Fax: (850) 689-5970

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PROPOSAL - COPY
JANUARY 16, 2019
ITB # BCC 04-19



SUBMITTED TO:

OKALOOSA PURCHASING
DEPARTMENT
JEFFREY HYDE
PURCHASING MANAGER
5479 A Old Bethel Road
Crestview, FL 32536

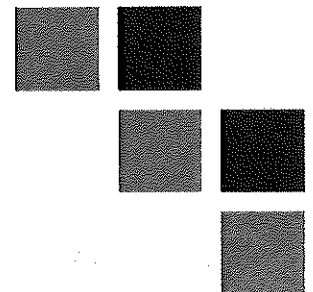
PROPOSAL FOR COST ALLOCATION PLAN

OKALOOSA COUNTY, FLORIDA

SUBMITTED BY:

BRET SCHLYER
VICE PRESIDENT, FINANCIAL SOLUTIONS
4320 WEST KENNEDY BOULEVARD
TAMPA, FL 33609
316.214.3163
bschlyer@mgtconsulting.com

J. BRADLEY BURGESS
EXECUTIVE VICE PRESIDENT
FINANCIAL SERVICES DIVISION
916.595.2646
bburgess@mgtconsulting.com



OKALOOSA COUNTY, FLORIDA

ITB BCC 04-19 | PROPOSAL FOR COST ALLOCATION PLAN
JANUARY 16, 2019

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January 11, 2019

Okaloosa County
Purchasing Manager
Okaloosa Purchasing Department
5479 A Old Bethel Road
Crestview, FL 32536

Subject: ITB BCC 04-19 - Proposal for Cost Allocation Plan

MGT of America Consulting, LLC (MGT) appreciates this opportunity to present our qualifications to provide cost allocation planning services as requested for Okaloosa County, Florida (County).

This proposal is in response to **ITB BCC 04-19**. The attached proposal details our project staff, approach and work plan necessary to not only meet, but to exceed the needs and expectations of the County. Our staff understands all the latest federal and state cost allocation plan requirements. Some of the key benefits to the County having MGT prepare your cost allocation plan include:

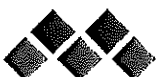
- ♦ **Cost Allocation Expertise** – MGT’s project team for this engagement possess 50+ years of combined cost allocation experience.
- ♦ **Compliance** – Every plan prepared by our firm is thoroughly reviewed by MGT’s senior staff and the County’s project director. This team has unparalleled experience in preparing compliant plans that meet or exceed the city/state/federal requirements.
- ♦ **Trusted Advisor** – From project kick-off through results presentation of the cost allocation plan, MGT will be the County’s trusted advisor and consultant.

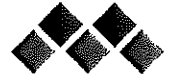
MGT EXPERIENCE WITH OKALOOSA COUNTY

The Florida Legislature’s Office of Program Policy Analysis and Government Accountability (OPPAGA) contracted with MGT Consulting Group to conduct performance audits of four Florida counties, including Okaloosa County, and two county school districts in accordance with generally accepted government auditing standards (GAGAS). The performance audits were a statutory requirement in support of the respective entities’ resolutions to pursue local option surtaxes via public referenda.

In Okaloosa County, the audits focused on the program areas related to the intended use of the funds, including: law enforcement and public safety facilities and vital equipment; the reduction of traffic congestion; construction and repairing of roads and bridges; flood control and water quality improvements; the construction of other public facility improvements; and debt service functions.

The scope of each audit spanned six research tasks, encompassing perspectives on related programs including (1) economy, efficiency, or effectiveness; (2) the structure or design to accomplish goals and objectives; (3) alternative methods of providing services or products; (4) goals, objectives, and performance measures used to monitor and report; (5) the accuracy or adequacy of public documents, reports, and requests; and (6) compliance of the related programs with appropriate policies, rules, and laws. Findings of the audits included observations of both positive and adverse conditions, with recommendations for improvement where any deficiencies were observed. The final reports were published to agency websites 60 days in advance of each respective ballot to provide transparency regarding stewardship of public funds to inform voters’ decisions to authorize the additional levies.





CURRENT EXPERIENCE WITH OTHER FLORIDA CITIES AND COUNTIES

The current experience from annually serving other Florida cities and counties means the County will receive much more than capability from the proposed project consultants. MGT currently provides cost allocation plan and related user fee services for:

- ♦ Broward County
- ♦ Martin County
- ♦ Sarasota County
- ♦ Pinellas County
- ♦ Southwest Florida Water Management District

As a result of our experience in Florida and nationally, the County will also receive the following beneficial information as part of this project:

- ♦ Current events in other Florida cities and counties throughout the U.S.
- ♦ How other counties in Florida and throughout the U.S. are applying cost allocation.
- ♦ Current trends in budgeting in other counties in Florida and throughout the U.S.
- ♦ Federal and state audits and audit findings in other counties in Florida and throughout the U.S.
- ♦ Cost allocation best practices from other counties in Florida and throughout the U.S.
- ♦ Fresh ideas gleaned from situations in other counties in Florida and throughout the U.S.

MGT has been in business since 1974, helping government clients for 44 years. We currently have 100+ professionals throughout the country and eight regional offices. Please contact me at **(916) 595-2646** or at **bburgess@mgtconsulting.com** if you have any questions about this proposal. I am authorized by our firm to commit MGT to the terms and conditions included in the attached proposal, which is valid for one hundred and twenty (120) days.

Sincerely,

J. Bradley Burgess
Executive Vice President
MGT of America Consulting, LLC

EXPERIENCE AND CAPACITY OF THE FIRM

MGT of America Consulting, LLC is a private, employee-owned, for-profit limited liability company. We are an independent consulting team driven to provide local governments with the best, most objective financial analysis.

HISTORY AND ORGANIZATION STRUCTURE

MGT of America Consulting, LLC began operations in 1974 as MGT of America, Inc. Over the past 44 years, the firm has judiciously expanded its consulting capabilities. We currently have 100+ professionals throughout the country and eight regional offices. MGT is owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client. Additionally, this ownership structure creates a mindset that permeates through every MGT owner:

We are continuously building a growing, yet stable firm based on trusting long-term relationships, both within our own firm and with all our clients.

MGT Consulting has the following major consulting lines of business:



Financial Solutions

Financial analysis, cost accounting, cannabis consulting and operational support to local agencies



Education Consulting

Studies related to facility needs, curriculum evaluation, and additional consulting assistance at the K-12 and higher education levels



Social Justice Consulting

Disparity research and diversity studies



Public Affairs

Through our sister company, Strategos, we provide public affairs and advocacy assistance in six to eight states at any one time


Further information on MGT and its services are available at www.mgtconsulting.com, and financial statements are available upon request.

EXPERIENCE AND CAPACITY OF THE FIRM



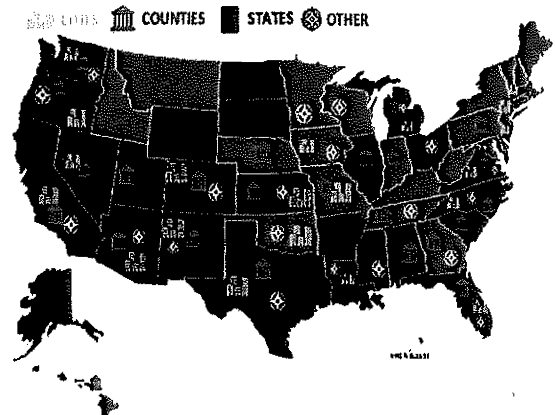
MGT OFFICE LOCATIONS

MGT Consulting has over 100 professionals located across the nation, including two locations in Florida. Key staff for this project, as well as our subcontractor, are Florida-based.

| | | | |
|--|----------------------------------|------------------------------|--|
| FLORIDA Tallahassee Tampa | KANSAS Wichita | TEXAS Austin |  |
| CALIFORNIA Sacramento Pasadena | MICHIGAN Bay City | VIRGINIA Richmond | |
| COLORADO Denver | NORTH CAROLINA Raleigh | WASHINGTON Olympia | |
| INDIANA Gary | | | |

FINANCIAL SOLUTIONS EXPERIENCE

The United States map to the right shows MGT's national scope and coverage of our primary costing services product lines. MGT Financial Solutions concentrates on cost allocation plans, user fee studies, state mandate cost reimbursement claiming, jail rate analysis, indirect cost rate proposals, and appropriation limitation calculations.



MGT understands jurisdictions like Okaloosa. We perform hundreds of cost allocation plans for cities and counties of all sizes and demographics across the U.S. Our consultants have direct experience preparing cost allocation plans in a wide variety of governmental environments.

There are over 40 permanent cost consultants in MGT Financial Solutions. MGT has the deepest consulting bench in the local government cost and revenue industry. The majority of our costing consultants have been directly employed in producing cost accounting studies for more than 18 years, with the overall average of 14 years of direct government consulting experience. This depth assures our clients that: (1) MGT has the ability to complete the assignment no matter what happens to any one particular consultant, (2) if a project time-line has to be advanced, MGT has the resources to commit additional staff to the engagement, and (3) with a combined 484 years cost plan experience and combined 325 years user fee experience, there are no issues that our team has not addressed, and that expertise is only a phone call away.



MGT'S COST ALLOCATION PLAN & INDIRECT COST RATE EXPERIENCE

MGT annually prepares over 300 cost allocation plan and indirect cost rate projects each year. Our clients range from small cities, counties and districts, to the largest urban areas in the nation. It is common that most agency's request both Federally-compliant and Full Cost Allocation plans because they are used in different ways. The federal plan is in strict accordance with 2 CFR Part 200 guidelines and is used to justify overhead costs for state and federal claims and grant programs. The full cost plan is used to support the agency's rates and user fees, among other uses.

Our firm prepares cost allocation plans for states, U.S. territories, counties and select cities across the United States, including many Florida localities. The proposed project staff are proficient at managing cost allocation plan projects exactly like the one being requested by the County. They have over 50 years of experience in governmental cost determination. This team can start your project at your earliest convenience.

Following is a partial list of the recent cost allocation projects that MGT consultants have completed which are similar in scope to this request. This list includes experience with several consolidated city/county governments (identified with an asterisk) that often have funding issues that are not commonly seen in other client types.

| | |
|--|--|
| Jefferson County, AL | Robeson County, NC |
| Broward County, FL | Rockingham County, NC |
| Broward County Transit Division, FL | Rowan County, NC |
| Collier County, FL | Stokes County, NC |
| Cooper City, FL | Union County, NC |
| Florida Department of Elder Affairs, FL | Winston Salem, NC |
| Ft Walton Beach, FL | Horry County, SC |
| Hollywood, FL | City of Atlanta, GA |
| Margate, FL | Fulton County, GA |
| Martin County, FL | Henry County, GA |
| Pinellas County, FL | Loudoun County, VA |
| Pinellas County Urban League, FL | City of Newport News, VA |
| Southwest Florida Water Management District, FL | City of Wichita, KS |
| St. Petersburg, FL | Nashville-Davidson Metropolitan Government, TN * |
| Sunrise, FL | City of San Antonio, TX |
| Tallahassee, FL | City of Tulsa, OK |
| Tamarac, FL | Unified Government of Wyandotte County / Kansas City, KS * |
| Buncombe County, NC | City and County of Denver, CO * |
| Duplin County, NC | City of Colorado Springs, CO |
| Fayetteville, NC | City of New Orleans, LA |
| Forsyth County, NC | Jefferson Parish, LA |
| Hertford County, NC | Lafayette Parish Consolidated Government, LA * |
| Martin County, NC | Rapides Parish, LA |
| Nash County, NC | City of Alexandria, LA |
| North Carolina Dept of Environment and Natural Resources, NC | City of Baton Rouge / East Baton Rouge Parish * |
| North Carolina Housing Finance Agency, NC | |

KNOWLEDGE OF 2 CFR PART 200

The Financial Solutions Group of MGT is focused exclusively on providing cost allocation, indirect cost rate, jail rate, and user fee studies to local and state governments throughout the United States. Nearly every project that we undertake each year (more than 300 projects per year) is required to be prepared in compliance with 2 CFR 200. Much of our work is also submitted to and reviewed by federal cognizant agencies responsible for ensuring that local and state governments are in compliance with 2 CFR 200.

MGT has never had a cost allocation plan rejected for non-compliance with 2 CFR Part 200 and in just the past year, we have had 2 CFR Part 200 cost allocation plans reviewed and approved by the following federal cognizant agencies:

- U.S. Department of Health & Human Services
- U.S. Environmental Protection Agency
- U.S. Housing & Urban Development
- U.S. Department of Justice
- U.S. Department of Education
- U.S. Department of Commerce
- U.S. Department of Labor
- U.S. Department of Interior
- U.S. Department of Energy
- U.S. Department of Agriculture

MGT consultants regularly attend training on federal cost allocation issues to stay informed all current and proposed regulations related to cost allocation and indirect cost rates. For many of our clients, we also provide training on 2 CFR Part 200 issues. Most recently, this training has been focused on ensuring that our clients are in compliance with 2 CFR Part 200 regulations when they act as a pass-through agency and provide federal dollars to sub-grantees.

MGT staff are widely recognized as experts in the application of 2 CFR Part 200 by federal and state cognizant agencies.



ADDITIONAL MGT EXPERIENCE WITH OKALOOSA AND OTHER FLORIDA COUNTIES

MGT recently expanded our relationship with Okaloosa and other Florida counties to include OPPAGA audits:

FLORIDA LEGISLATURE'S OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY (OPPAGA)

The Florida Legislature's Office of Program Policy Analysis and Government Accountability (OPPAGA) contracted with MGT Consulting Group to conduct performance audits of four Florida counties, including Okaloosa County, and two county school districts in accordance with generally accepted government auditing standards (GAGAS). The performance audits were a statutory requirement in support of the respective entities' resolutions to pursue local option surtaxes via public referenda. The audits focused on the program areas related to the intended use of the funds, including:

- ♦ **Broward County, Florida:** planning, development, operation, and maintenance of roads and bridges, bus systems, fixed guideway rapid transit systems, and on-demand transportation services; as well as the County's payment of principal and interest on bonds issued for authorized transportation and transit projects.
- ♦ **Collier County, Florida:** construction, repair or maintenance of roads, bridges, signals, sidewalks, parks, as well as evacuation shelters, governmental, mental health, and emergency services facilities; and the acquisition of land and construction support for workforce housing and career and technical training, veterans' nursing home(s), and expanded mental health facilities.
- ♦ **Okaloosa County, Florida:** law enforcement and public safety facilities and vital equipment; the reduction of traffic congestion; construction and repairing of roads and bridges; flood control and water quality improvements; the construction of other public facility improvements; and debt service functions.
- ♦ **St. Lucie County, Florida:** financing, construction, reconstruction, maintenance, repair and improvement of public infrastructure projects such as roadway expansion and major resurfacing, reduced traffic congestion, new and improved sidewalks near schools, local flood control, and improved water quality.

The scope of each audit spanned six research tasks, encompassing perspectives on related programs including (1) economy, efficiency, or effectiveness; (2) the structure or design to accomplish goals and objectives; (3) alternative methods of providing services or products; (4) goals, objectives, and performance measures used to monitor and report; (5) the accuracy or adequacy of public documents, reports, and requests; and (6) compliance of the related programs with appropriate policies, rules, and laws. Findings of the audits included observations of both positive and adverse conditions, with recommendations for improvement where any deficiencies were observed. The final reports were published to agency websites 60 days in advance of each respective ballot to provide transparency regarding stewardship of public funds to inform voters' decisions to authorize the additional levies.



CURRENT EXPERIENCE WITH OTHER FLORIDA CITIES AND COUNTIES

The current experience from annually serving other Florida cities and counties means the County will receive much more than capability from the proposed project consultants. The County will also receive the following beneficial information:

- Current events in other Florida cities and counties throughout the U.S.
- How other counties in Florida and throughout the U.S. are applying cost allocation.
- Current trends in budgeting in other counties in Florida and throughout the U.S.
- Federal and state audits and audit findings in other counties in Florida and throughout the U.S.
- Cost allocation best practices from other counties in Florida and throughout the U.S.
- Fresh ideas gleaned from situations in other counties in Florida and throughout the U.S.

SPECIALIZED EXPERTISE OF TEAM MEMBERS

We believe that MGT Consulting's cost allocation plans are the best choice for Okaloosa County for a variety of reasons, including:

- ◆ **This is Our Core Business.** Preparing cost allocation plans and user fee studies is our core business. There are engineering firms and small CPA companies who dabble in this area, but these firms are not committed to these core services over the long run. MGT has over 40 full-time consultants who prepare cost plans and user fee studies all year, every year. This focus and commitment allows us to provide better service and the best advice in these areas.
- ◆ **Finest Project Staff and Deepest Bench.** MGT has handpicked the finest consultants in the cost accounting field. No other single factor is as important as the professional staff providing the analysis and managing the project. Our project director has completed and managed numerous projects for local governments with the same scope of services as that requested by the County
- ◆ **Anticipation.** We know what factors produce exceptional studies and what causes projects to stall or eventually fail. MGT will provide the County with a plan for the best possible project for Okaloosa. You will know what the project milestones are, who is responsible for what tasks and we'll show you how to avoid the timeline pitfalls that can derail this type of project.
- ◆ **Innovations.** MGT's consultants have been responsible for many of the key innovations in cost allocation plan preparation and reports. We designed a cost allocation system that not only provides the most accurate double step-down methodology, but also has a management reports feature that allows the County to understand year-over-year changes in any of its allocations. Every number in our cost allocation plan can be easily traced to its source.
- ◆ **Training for Okaloosa.** MGT is driven to ensure the County receives a terrific study. At the request of the County, MGT will provide a training session to the County staff focused on understanding the cost allocation plan and indirect cost recovery. Given that cost allocation plans haven't been annual occurrences for the County, the importance of making sure that all stakeholders understand the process and calculations is of utmost importance.

THE MGT ADVANTAGE

Senior level MGT consultants will manage this engagement for the County. Our staff are dedicated to providing state and local governments cost allocation plans, indirect cost rates and indirect cost rate proposals, and user fee studies.

The County will receive the following *three advantages* by selecting MGT for the requested services.

1. A refined approach that is client-focused, efficient and non-disruptive for personnel.
2. Proven project management and communication tools. The relevant experience and creativity of the personnel reviewing the user fees and performing the calculations is unmatched. This team will quickly establish trust, confidence and rapport with personnel.
3. Parul Patel, our proposed project manager, has deep experience in developing Cost Allocation Plans. The entire proposed project team provide similar consulting services nationwide and have

SPECIALIZED EXPERTISE OF TEAM MEMBERS



a proven track record of exceptional service. The project team is detail oriented and understands what it takes to successfully complete this project.

Approach: We understand that the best results come from spending an appropriate amount of time with your staff throughout the project and jointly adapting the project work plan to best meet the County’s unique needs and objectives. We value on-site communication as much as you do. We exclusively offer a six-month check-up visit to assist with any outstanding implementation challenges.

Project Management and Communication: Our project management process includes a project schedule with deadlines, and a project team with the availability to meet the deadlines. Additional consultants are available to be added to the project if necessary, and quality assurance activities are performed throughout the project. Our communication plan includes frequent formal and informal correspondence, on-site meetings, and built in checks to ensure satisfaction.

Personnel: The team proposed for this engagement has many years of consulting experience, as well as a proven track record of successful, timely project completion. There is no comparable group of consultants in the nation who can perform the County’s requested services as well as MGT’s team. Our team will not just be your cost accountants—they will be your partners in a common effort to fairly and equitably calculate and distribute all levels of central service costs, and will do so with minimum controversy, exposure and disruption.

COMPANY ADVANTAGE

Approach




The best results come from spending time with your staff and adapting the work plan to best meet your unique objectives.

Project Management



Our clients are never left to wonder about any detail of the project. Communication is the key to effective project management.

Personnel



No other single factor is as important as the professional staff providing the analysis and managing the project.

FINANCIAL STABILITY OF THE FIRM

MGT has been in continuous business since 1974, and has the necessary financial ability to perform the functions required by this RFP and to provide those services represented in this response. MGT has the personnel and resources to meet the County’s needs the first year, and every future year of an agreement. Unlike large corporate, publicly-traded firms that are closing offices and reducing staff, or combinations of independent contractors banding together on a project by project basis, or individuals with or without subcontractors that seem to come and go as the economy comes and goes, MGT has infrastructure and the proven financial and operational stability to ensure the County a viable on-going partner.



PROJECT TEAM EXPERIENCE

Although the qualifications and experience of a firm are important, perhaps more important is the knowledge and experience of the proposed project team. The proposed project team combines rich, deep knowledge and experience in preparing cost allocation plans with direct, recent experience providing these services localities throughout the Southeast.

The County personnel will be able to utilize project results and rely on advice on cost of service matters provided by MGT consultants.

There are **three primary benefits** to our proposed project team. **The first**, and perhaps the greatest benefit, is the proposed project team's extensive experience working with large government agencies in the Southeast and across the country on cost allocation, cost of service and user fee analysis projects. For many years, the proposed project consultants successfully provided cost allocation services. The Project Manager has prepared cost allocation plans and indirect cost rates preparation in numerous local governments across the United States, including for other Florida counties. Our project team also include 3 additional staff that are located in Florida, helping to ensure that the County will receive consistent high quality services from the project team.

Responsiveness of MGT consultants is demonstrated from completing projects on-time, often despite obstacles and uncontrollable adverse circumstances.

The second benefit is that the expertise of the team as a whole is greater than the sum of the team's parts. The three team members bring unique education, skills, and experiences from numerous governmental cost allocation, user fee, management study, and performance review consulting engagements.

The third benefit is that by placing a team of three experts directly on the project, all phases of the project are completed in a timely manner that results in an overall on-time project.

Our proposed project team offers powerful advantages to the County.

- A team comprised of accessible consultants with dozens of years of experience providing similar services across the nation.
- Recent experience with financial analysis projects within the County through the completion of the performance audit of Okaloosa County completed thru our work for the Florida Legislature's Office of Program Policy Analysis and Government Accountability (OPPAGA).
- A high performing team of cost allocation, and government budget expertise, each with diverse experiences across many types of local government entities. This means the County will not rely on one "national expert" along with a revolving door of untrained, junior level staff.

We believe MGT has designated a project team for the County project with exceptional qualifications for completing the scope of work and assisting the County in maximizing the recovery of indirect costs. We intend to only assign senior consultants with extensive experience in preparing and negotiating cost

SPECIALIZED EXPERTISE OF TEAM MEMBERS

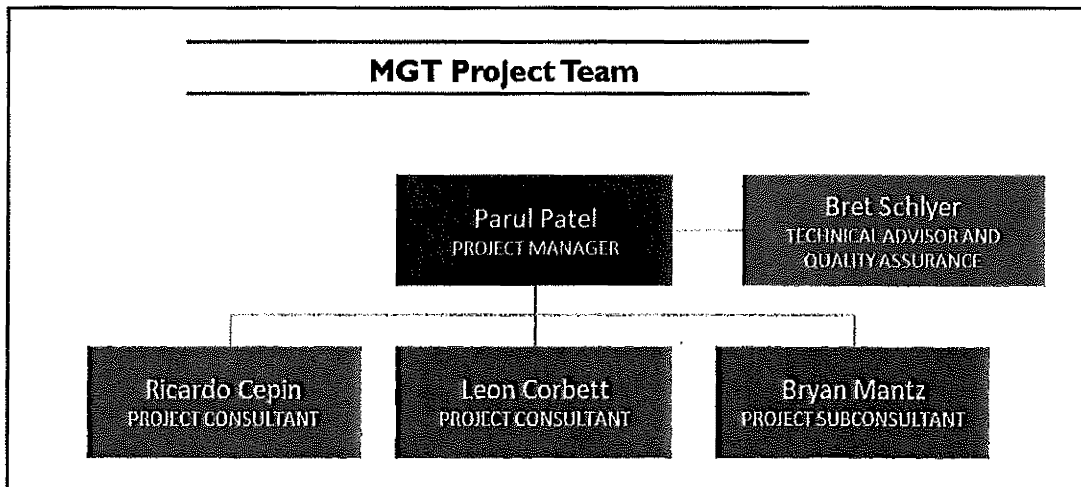


allocation plans and ICRPs. MGT consultants to be assigned to this project have prepared numerous cost allocation plans over the past 25 plus years. Our project team will assure the development of quality deliverables within the required time frame.

The primary MGT project team will consist of a Project Managers, two Project Consultants, a Project Sub-Consultant and a Technical Advisor. Our subconsultant, Bryan Mantz, is president of GovRates, a Florida-certified minority and woman-owned business. **Project team resumes are provided in APPENDIX A: RESUMES.**

Unlike many consulting firms, we are not organized regionally, rather we assign the most appropriate staff to our clients by matching our client needs to the individual expertise of our staff. This approach allows us to provide the highest level of service to all our clients, regardless of how many of our experts are located in their region.

The proposed MGT project team has unmatched qualifications for the services requested.



MS. PARUL PATEL, PROJECT MANAGER

Ms. Parul Patel will serve as the project and relationship manager for the 2 CFR Part 200 and Full Cost Plan engagement. In this role Ms. Patel will attend on-site interviews, training and coordination over the life of this engagement. She will assist with department interviews, scheduling, data collection, follow up phone calls and e-mails and will prepare all deliverables. Ms. Patel will also closely monitor the project timeline against milestones and deadlines.

Ms. Patel is a Manager with MGT and brings exceptional organizational and interpersonal skills to this study. She has more than 12 years of experience providing public-sector consulting services. She has a background in local government consulting focusing on cost allocation development, indirect cost rates and user fee calculations. She has acquired an extensive knowledge of 2 CFR Part 200 requirements through her management of and/or participation on nationwide CAP and ICRP projects for local and state agencies. Prior to joining MGT, Ms. Patel held senior consulting positions with the Financial Services Division of MAXIMUS, Inc.



MR. RICARDO CEPIN, PROJECT CONSULTANT

Mr. Cepin, a Consultant for MGT, is a CPA and CFE and is a skilled audit and accounting professional with over four years of experience conducting financial, operational, compliance, and performance audits of government entities. As a Project Consultant, he will provide support to Project Manager.

As a consultant with MGT, Mr. Cepin has served as the Principal Auditor on numerous performance audits of county governments and school districts in accordance with Section 212.055 (10) Florida Statutes. He was responsible for oversight of all performance audit activities and compliance with appropriate policies, rules and regulations. Prior to joining MGT, Mr. Cepin was a Senior Internal Auditor with the Hillsborough County's Internal Auditor's Office, where he assisted in various projects, including the performance audit of the Environmental Land Acquisition and Protection Program (ELAPP). Prior to that, he was a Senior Auditor with the State of Florida Auditor General's Office, where he consistently exceeded expectations. Mr. Cepin is based out of Tampa, FL.

MR. LEON CORBETT, PROJECT CONSULTANT

Mr. Corbett, a Director for MGT, has an MBA and more than ten years of experience in Florida government, finance, funding and project management. As a Project Consultant, he will provide support to the Project Manager.

As the Project Finance Manager at the Florida Department of Transportation, he worked on a full spectrum of transportation projects throughout Florida, focused on innovative finance and project delivery mechanisms including public-private partnerships, bonding, tolling and State Infrastructure Bank loans. In Northwest Florida, Mr. Corbett helped advance the State Road 79 Design-Build-Finance public-private partnership. Prior to FDOT, he served as Director of Advertising and Direct Marketing for Visit Florida, the state's official tourism marketing corporation. In fact, he started his career at Visit Florida as a public relations representative for the Northwest Florida region, helping promote Okaloosa County's Destin, Fort Walton Beach, and Crestview. Mr. Corbett recently earned the Project Management Professional certification.

MR. BRYAN MANTZ, PRESIDENT OF GOVRATES, PROJECT SUBCONSULTANT

Mr. Mantz will serve as Project Sub-Consultant for this project. His duties will include reviewing the County's existing cost allocation plan for potential enhancements, and data analysis and summarization of information in the preparation of the cost allocation plans and indirect cost rates. Mr. Mantz' company, **GovRates, is certified in Florida as a woman- and minority-owned firm.** The firm's certification is attached to Mr. Mantz' resume in Appendix A.

Mr. Mantz has 23 years of financial and accounting experience, most of which have been spent as a rate and financial consultant to local governments. As a certified management consultant (CMC), Mr. Mantz has a long history of delivering results and excellent performance based on client testimonials, references, and repeat business. He is also a certified government financial manager (CGFM). Mr. Mantz has successfully completed thousands of rate and financial projects for over 100 local government entities.

MR. BRET SCHLYER – TECHNICAL ADVISOR AND QUALITY ASSURANCE

Mr. Schlyer is a Director with MGT Consulting with over 25 years of public-sector consulting experience and a BS in Accounting from the University of Kansas. He joined MGT in 2008 after holding consulting positions with the Financial Services Division of MAXIMUS, Inc. for over 14 years. He also has extensive experience in assisting state agencies in the preparation and submission to federal cognizant agencies of

SPECIALIZED EXPERTISE OF TEAM MEMBERS



indirect cost rates and indirect cost allocation plans. He has completed ICRP, CAP, and indirect cost rate projects for state agencies, several annually over the course of his career.

Mr. Schlyer is MGT's national expert and liaison with OMB related to cost allocation plan legal opinions, statutory changes and the latest interpretations from Washington, D.C.

CLIENT REFERENCES

The client references that follow represent only a small portion of MGT's annual cost allocation work. The clients chosen for this section include other local governments in Florida, and other regional clients where the scope of services provided is similar to that requested by the County.

BROWARD COUNTY, FL COST ALLOCATION

Contact: Mr. SunJin Zanker, Budget and Management Coordinator

Address: 115 South Andrews Avenue, Room 220
Ft. Lauderdale, FL 33301

Phone: 954.357.6361

E-Mail: SZANKER@broward.org

Work Performed: Prepared the County's annual 2 CFR Part 200, Full Cost Allocation plans and indirect rates over the past 10 years. The plan was filed and approved by DHHS. The County annually implements the results of the plan.

PINELLAS COUNTY, FL COST ALLOCATION

Contact: Mr. Don Mello, Controller

Address: 14. S. Fort Harrison Ave
Clearwater, FL 33756

Phone: 727.464.4393

E-Mail: Dmello@pinellascounty.org

Work Performed: Prepared the County's annual 2 CFR Part 200 and Full cost allocation plans for the past 4 years.

FULTON COUNTY, GA COST ALLOCATION

Contact: Mr. Ray Turner, Deputy Director of Finance

Address: 141 Pryor Street S.W. Suite 7001
Atlanta, GA 30303

Phone: 404-612-7737

E-Mail: Ray.turner@fultoncountyga.gov

Work Performed: MGT recently completed the first year of a three-year cost allocation plan engagement. Completed the FY 2017 2 CFR Part 200 and Full cost allocation plan. Both plans were reviewed and approved by the County.

CLIENT REFERENCES

◆ ◆ ◆

**LOUDOUN COUNTY,
VA
COST ALLOCATION**

Contact: Ms. Bhavna Malik, Financial Analyst

Address: 1 Harrison Street, SE
Leesburg, VA 20715

Phone: 703.771.5369

E-Mail: Bhavna.malik@loudoun.gov

Work Performed: Prepared the County's annual 2 CFR Part 200 cost allocation plan for the past 7 years. The plans were filed and approved by the Virginia Department of Social Services.

COST ALLOCATION PLAN PROJECT APPROACH

PROJECT METHODOLOGY

MGT consultants in general, and the proposed project team specifically, have provided cost allocation services to many state agency, county, and city clients for many years. Our approach, our dedicated resources, and our team of experts is customized to the County based on our experience directly serving similar localities.

Our approach is to treat each project as a unique consulting engagement for a unique client. While every cost allocation consulting firm, including MGT, applies standardized processes and methodologies into every cost allocation project, we will never standardize a client. Every engagement includes an attempt to thoroughly understand our client's culture, political realities, operating and reporting structure, and financial challenges, as well as desired project outcomes.

PROJECT GOALS

We have applied and will continue to apply the following **six project goals and objectives** to ensure the work plan is accomplished and the project deliverables are successfully completed.

1. **Leverage experience.** The current and recent experience of our proposed project team on similar projects in Florida and nationally means the County will receive much more than capability. The County will also continue to benefit in the following ways.
 - Our understanding of the County's structure, operations and unique dynamics allow us to focus on end results rather than trying to understand departments and services,
 - Developing a rapport with personnel will allow us to work independently while extracting information at a deep level rather than over-relying on one or two individuals or missing key details.
2. **Accuracy.** The project results must be accurate. No matter how well communicated, understood, or timely the project results are, the project is meaningless and will create significantly more work for County personnel if the project results are not accurate.
3. **Timeliness.** No matter how accurate the project results are, the project is less meaningful and has again created significantly more work for County personnel if the project is not completed within the required deadline.
4. **Management decision-making.** In addition to being accurate, timely, and providing a smooth non-disruptive process for County personnel, the project results must also be useful and meaningful to all project stakeholders. The project results must provide more than a few accounting numbers for a journal entry or grant reimbursement.
5. **Communication.** For the project to be successful, County personnel must not only receive the requested services but also receive regularly scheduled formal and frequent informal communication from the project team. With our proactive communication plan, County personnel will never have to wonder about the project status or timeline or if there will be issues that could negatively impact the project or project results.

6. **Continuous improvement.** Just like the County changes and strives to improve delivery of services each year, the cost allocation project must also improve each year. It is not enough to simply update the cost allocation plan each year; the project must be continually reviewed for improvement in structure, format, and data used to find opportunities to increase the accuracy of the project results, as well as to optimize recovery as appropriate.

SCOPE OF SERVICES – COST ALLOCATION PLANS

This section of the proposal identifies MGT's approach for preparing the County's indirect cost allocation plan using the following tasks. The cost allocation plans will document the costs of central service overhead on the County's operating department(s). The plans will also be used to identify general fund support provided to the County's enterprise and other special revenue funds. Plan one will identify all funds administered by the County and will be prepared in accordance with 2 CFR Part 200, Cost Principles and Audit requirements for Federal Awards. Plan two will identify all funds administered by the County and will be prepared in accordance with the full-costing concepts that recognize all expenditures of the County.

2 CFR PART 200 (FEDERAL) AND FULL COST ALLOCATION PLANS

Under federal, which are now codified in the Code of Federal Regulations (CFR) as 2 CFR part 200, local governments may be reimbursed for these administrative and support expenditures if they are documented in a cost allocation plan and indirect cost rates that are compliant with the principles contained in the regulations. Generally, **Federal Cost Allocation Plans** apply to external purposes such as recovering indirect costs on federal and state grants and awards.

Local agencies provide services that include administrative and support expenditures which are not allowable for federal reimbursement. These expenditures, however, are appropriate for allocation under GAAP principles and guidelines. This allocation methodology is often referred to as a **Full Cost Allocation Plan**. Generally, Full Cost Allocation Plans apply to internal purposes such as recovering indirect costs from enterprise funds, special revenue funds and other funds, as well as being incorporated into user fees, permits and applications, billing rates, hourly rates and costs of special services.



COMPARISON OF COST ALLOCATION METHODOLOGIES

| PLAN TYPE | OBJECTIVES | TYPICAL USES | CONSIDERATIONS |
|------------------------------------|---|---|--|
| FULL COST PLAN | <ul style="list-style-type: none"> ◆ Identify the true costs of administering all departments, divisions and programs. ◆ Justification for charging the proportional cost for administration and support to internal sources, or external sources in the case of billing rates and user fees. ◆ Typically result in 10-20% higher returns than 2 CFR Part 200 plans. | <ul style="list-style-type: none"> ◆ Charging non-General Fund funds for administrative and support services. ◆ Recovering organization-wide administrative and support costs in hourly and billing rates. ◆ Recovering organization-wide administrative and support costs in use fees and rates. ◆ Budgeting and resource allocations. | <ul style="list-style-type: none"> ◆ Administrative and support costs allowable under GAAP. Plan conforms to 2 CFR Part 200 general principles but is not as restrictive on types of costs allocated. ◆ Is not submitted for review to a cognizant agency. ◆ Basis for transfer of dollars from non-GF to the General Fund. |
| FEDERAL 2 CFR PART 200 PLAN | <ul style="list-style-type: none"> ◆ Identify administrative costs allowable under 2 CFR Part 200 and distributing those costs on an equitable basis. ◆ Charging admin and overhead costs to grants, claims and other uses that specifically require 2 CFR Part 200 use. | <ul style="list-style-type: none"> ◆ Charging overhead costs to federal grants. ◆ Charging overhead costs to state grants. ◆ Provides a conservative view of citywide administrative and support costs. | <ul style="list-style-type: none"> ◆ If this type of plan is used for grant or claim use, 2 CFR Part 200 requires that an annual plan be prepared. ◆ May be reviewed by a cognizant agency. |

MGT's cost allocation plans provide our clients with exceptional financial and managerial information. Examples of useful and meaningful information that can be extracted from the project results include:

- ◆ Compliant documentation for state or federal reimbursement.
- ◆ Defensible interfund transfers.
- ◆ Understanding the true costs of operating departments, divisions programs and/or activities such as Purchasing and Facilities, including the users and amount of usage of identified administrative services.
- ◆ General Fund subsidies of services or programs.
- ◆ Unit costs of identified administrative services such as the cost per paycheck or other similar services or tasks.

- ♦ The cost allocation plan can easily be updated in future years to keep pace with the organizational and cost changes.
- ♦ Provide internal and external rates or charges to departments, enterprise funds or capital projects for cost recovery. Data to establishing accurate user fees and hourly billing rates.

COST ALLOCATION PLAN TASK DESCRIPTIONS

Following are the steps involved with preparing a 2 CFR part 200 and Full cost allocation plan. The plans will be prepared simultaneously, and the tasks associated with the overall process are presented below.

1. CONDUCT AN INITIAL MEETING WITH DESIGNATED PERSONNEL

Meet with County personnel who have responsibility or a high interest in the cost allocation plans. This meeting will refine the specific objectives, requirements, measurements, and schedule of the project. This meeting will also help the project consultants understand the unique aspects of the County including the organizational and structural changes from prior years. MGT will also review the County's last cost allocation plan during this meeting and will gather additional information.

2. CONDUCT AN INTRODUCTORY TRAINING SESSION WITH RELEVANT PERSONNEL

Conduct an initial and introductory training session with key County personnel and project stakeholders. Project consultants will work with County personnel to establish the objectives, content, and list of attendees for this meeting or presentation. This session is vital to successful project results including approval by operating department officials. Agenda items for these meetings or presentations could include:

- ♦ Review the project objectives.
- ♦ Review and confirm the federal and/or state requirements.
- ♦ Finalize and document the project measurements.
- ♦ Review and finalize the project schedule.
- ♦ Review available financial and allocation data.
- ♦ Review internal service activities.
- ♦ Explain the cost allocation plan.
- ♦ Summarize the purpose for calculating the cost allocation plan.
- ♦ Explain how each meeting attendee is involved in the calculations.
- ♦ Discuss example summary reports produced by the project.
- ♦ Discuss example applications produced by the project.
- ♦ Address potential areas for additional direct or indirect cost recovery.
- ♦ Solicit questions and answers.

3. REVIEW THE COUNTY'S ORGANIZATIONAL STRUCTURE AND EXISTING COST PLANS

Review current Federal and State Funded County programs, current enterprise operations, and other County operations, and evaluate the contribution of central services to their support. Review the County's organizational structure and any existing cost allocation plans and associated data to determine appropriateness and to identify alternatives which may favorably impact indirect cost recoveries. MGT will review the County's central service/administrative expenses that can be allocated as indirect costs. Review the County's data collection worksheets, allocation bases, indirect cost pools and methods of distributing costs for appropriateness and identify alternative methodologies that have a favorable impact on indirect cost recoveries. Prepare for department interviews.

4. COLLECT BASIC FINANCIAL AND OPERATIONAL DATA

Collect and review data such as organization charts, expenditure statements, budgets, personnel counts, salary reports, and transaction statistics. Project consultants will work with County personnel to develop and gather the needed data in the most efficient way possible. The review of this data will provide the structure for the cost allocation plan including the determination of "allocating" and "receiving" departments.

Allocating departments are referred to as central service departments and will include, but are not limited to: accounting, purchasing, human resources, and information technology. Receiving departments will be all applicable general fund departments or divisions and all other enterprise, special revenue, or internal service funds.

5. CONDUCT DEPARTMENT INTERVIEWS

Meet with and interview each central service department to determine the allowable expenditures, services provided, charge backs or direct bills, personnel providing the services, the recipients of the provided services, and appropriate transaction data.

6. DEVELOP COST PLAN STRUCTURES

Using the County's organizational structure, budget and staffing information, MGT will determine the basic structure of the cost allocation plans, identifying central service (or allocating) departments and operating (or receiving) departments. Based on the departmental meetings and detailed review of County operations, MGT will prepare cost plan structures that reflect full cost for operational services in each County operational division and the appropriate operating fund.

Personnel Staffing Analysis (PSA) worksheets will be created to assist in dividing departments into functions will be completed. The PSA provides a defensible basis for the distribution of department costs into department functions.

Functions will be determined based on timesheets, assignments, activities, or other allowed methods. Once staff members and their corresponding salaries are distributed into functions, other department costs, such as materials and supplies, will also be distributed into the same functions. This task breaks a department into functional cost pools, which can then be allocated throughout the County using meaningful, measurable, and auditable allocation bases.

7. DISTRIBUTE CENTRAL SERVICE DEPARTMENT COSTS INTO FUNCTIONS

Distribute the allowable costs in each central service department, and the incoming costs into each central service department, into the functions determined in Task 6. Incoming costs are the costs from other central service departments determined by a double step-down calculation. The distribution of allowable department costs and incoming costs will determine the total cost of providing each distinct service within each central service department.

This step utilizes a feature in the MGT proprietary cost allocation software not available in most other cost allocation plan software. The MGT proprietary cost allocation software can analyze, display, and allocate the indirect costs of each central service department in detail. This detail facilitates review, explanation, and understanding of incoming costs which leads to reduced errors, fewer reruns of reports, and the ultimate acceptance and approval of the cost allocation plans.

8. DEVELOP ALLOCATION BASES FOR CENTRAL SERVICE DEPARTMENT FUNCTIONS

Determine an appropriate allocation base for each function in each central service department. This determination will serve as the basis for allocating the allowable costs in each function to the recipients of the service. Project consultants will request corresponding transaction data from central service department personnel.

Central service departments will allocate costs to all County departments and funds. This allocation methodology ensures the fairest and accurate distribution of costs as opposed to a methodology that singles out departments or funds for maximum allocation.

9. PROCESS DRAFT COST ALLOCATION PLANS & INDIRECT RATES

Process the draft cost allocations plans and indirect cost rates using the MGT proprietary cost allocation software. The cost allocation plans will include summary and detail reports. The summary report will provide information on the dollar amounts allocated from each central service department to every receiving department. The detailed reports in the cost allocation plans provide information on the expenditures, allowable costs, incoming costs, personnel distribution, functions, and allocation bases for every central service department.

The MGT proprietary cost allocation software incorporates a double step-down methodology, is technical and detailed, has a self-auditing feature, and is been used for over 300 cost allocation plans annually — many submitted for federal and state approval.

The Microsoft Windows-based MGT proprietary software is written in a relational database and uses Microsoft Excel as a report writer. This platform provides unlimited flexibility in calculating, formatting, and reporting information. Charts and graphs can be used to explain and illustrate allocation information. Statistical information is automatically produced that compares allocation totals to receiving departments (funds) from year to year.

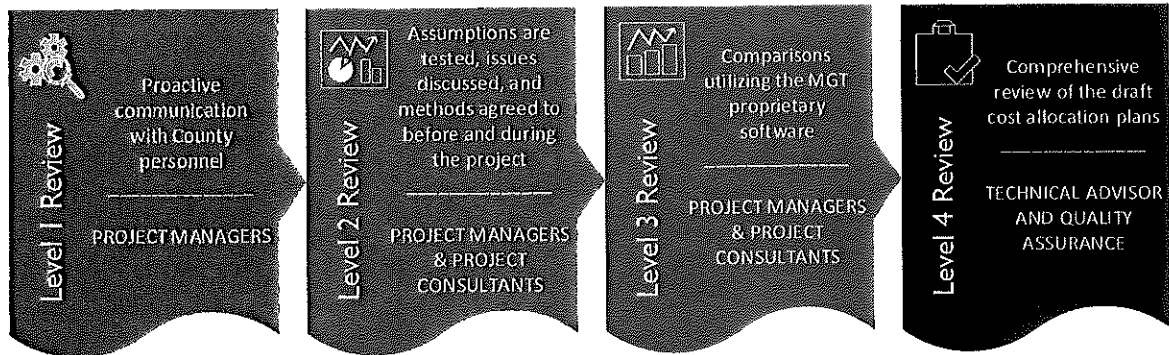
10. CONDUCT QUALITY CONTROL & INTERNAL REVIEW OF DRAFT PLANS

The project manager and advisor will have several review steps during the life of the project, while the project director will undertake an internal review process to raise the accuracy of the cost allocation plan and ensure County personnel do not waste time reviewing substandard or incomplete work.

COST ALLOCATION PLAN PROJECT APPROACH



Four quality assurance measures are followed within every engagement:



- ◆ The project manager will undertake the **first measure**. This consultant will maintain a high level of communication with personnel. Examples of communication include monthly status reports, review of documents, and submittal of preliminary results. This proactive communication ensures assumptions are correct, decisions are sound, and results are solid.
- ◆ The **second measure** is undertaken between the project advisor and the project manager. Like the first quality assurance measure, the project advisor maintains a high level of communication with the project manager. Assumptions are tested, issues discussed, and methods agreed to before and during the project, not following completion.
- ◆ The **third measure** is a series of comparisons completed by the project advisor and project manager. Utilizing the MGT proprietary software, the project advisor and manager will compare this cost allocation plan and the County's existing plan. If significant variances exist, they will be identified, researched, understood, and explained to relevant individuals. This step increases the accuracy of project results.
- ◆ The **fourth and most formal measure** is a comprehensive review of the draft cost allocation plan and rates by the project director. This experienced consultant has a fresher perspective of the project than do the project manager and project advisor. This perspective incorporates knowledge from dozens of similar projects.

This perspective and review forces the project manager and project advisor to defend project decisions. As a result, the cost allocation plan is strengthened, and a greater audit strategy is prepared in advance of final submittal to the County. The MGT project team will ensure the plan consistently treats specific types of costs as "direct" and "indirect" and in no case treats costs charged as direct costs of federally supported programs as indirect costs of the plan.

Additionally, the MGT proprietary cost allocation software automatically generates self-auditing schedule that reconciles the sum of all central service department expenditures to the sum of all allocated costs.

II. PROVIDE OKALOOSA WITH DRAFT COST ALLOCATION PLANS & INDIRECT RATES

Meet with County personnel if requested or provide electronic printed and electronic copies of the draft results of the cost allocation plans and indirect cost rates. This step is an opportunity to review preliminary results, address questions or concerns, and make changes as necessary.

12. PRODUCE FINAL COST ALLOCATION PLANS & INDIRECT COST RATES

MGT will produce the final cost allocation plans after addressing any issues or concerns raised in Task 11. The final cost allocation plan will be professionally formatted and displayed.

The final cost allocation plans will include the following two detailed sections:

- ♦ Each allocating department will include descriptive narratives of the cost allocation methodologies for primary categories of allocated costs (i.e. functions or service categories).
- ♦ A separate section documenting changes in allocation methodologies from the prior year and reasons for the changes.

Additionally, the MGT proprietary cost allocation software automatically generates management reports. These reports provide:

- ♦ A schedule comparing total allocated costs between fiscal years for every receiving department.
- ♦ A schedule comparing allocated costs between fiscal years, by central service department, to receiving departments meeting defined criteria (for example: a variance greater than 10 percent or a variance greater than \$10,000).
- ♦ A schedule documenting unit costs of identified support activities such as the cost of payroll per employee, or the cost per purchase order.

13. PROVIDE FINAL COST ALLOCATION PLANS AND ELECTRONIC FORMAT

Provide two printed and bound copies and one electronic copy (Excel or Adobe PDF file) of each of the final cost allocation plans to County personnel following confirmation that the work is final by the County's project manager. Additionally, MGT consultants will provide electronic copies (Excel or Adobe PDF file) of summary schedules, variance analyses, and management reports as requested.

14. PRESENT PROJECT RESULTS TO COUNTY STAFF AND MANAGEMENT IF REQUESTED

Present the final project results to the County staff and management if requested. This presentation will include a high-level overview of the project and the applications, implications, and anticipated benefits to County operations. Detailed information will be presented as requested.

15. NEGOTIATE THE COST ALLOCATION PLAN IF REQUESTED

Negotiate and ensure acceptance of the cost allocation plan with the County's cognizant agency if requested. Substantiate negotiations with comprehensive work papers which will become property of the County. Provide answers and supporting documentation in response to appropriate agency audit inquiries. Additionally, the project consultants will work with appropriate agency auditors to resolve issues in the current and future cost allocation plans. MGT will defend the cost allocation plan for a period of three years, if it is audited and challenged by State or Federal representatives.

16. TRAINING, GUIDANCE ON ADDITIONAL USES, AND PROJECT RECAP MEMO

MGT will provide 2 CFR Part 200 cost allocation and indirect cost recovery training to County staff to ensure understanding and proper utilization of the final documents and used in developing the cost allocation plans. This training raises the understanding and awareness of the cost allocation plan, which often results in an overall more successful project. Throughout the life of the contract, MGT will also

COST ALLOCATION PLAN PROJECT APPROACH



provide guidance on additional potential uses of the cost allocation plan results and data. At the end of the project, MGT will issue a project recap memo that details the results of the plan and sets the stage for future projects to build off the results of this project.

17. PROVIDE COMPUTERIZED COST ALLOCATION MODEL AND TRAINING

MGT will provide a computerized cost allocation model to the County, along with training on how to utilize the model to update the cost allocation plan in future years without the assistance of consultants.

COST ALLOCATION PLAN PROJECT DELIVERABLES

MGT consultants will complete all tasks and activities identified in the County's Scope of Work section. As a result of completing these tasks and activities, the County will receive the following project deliverables. The deliverables that are in **bolded in blue** are services MGT provides above and beyond the requested services *without* additional fees or time added to the project timeline. Included in the Project Deliverables are components of our communication strategy such as formal status reports and project recap reports.

| COST ALLOCATION PLAN DELIVERABLES |
|---|
| ♦ On-site meetings, workshops , interviews, and presentations on approach, methodology and recommendations related to the cost allocation plans. |
| ♦ A draft 2 CFR Part 200 compliant cost allocation plan using a double step-down allocation methodology based on the County's year-end actual expenditures and interviews with the County personnel and reviewed with the County staff. |
| ♦ A final 2 CFR Part 200 cost allocation plan using a double step-down methodology based on actual expenditures; the final cost allocation plan will be produced as Excel and PDF files. |
| ♦ A draft Full Cost allocation plan using a double step-down allocation methodology based on the County's actual expenditures and interviews with personnel and reviewed with the County staff. |
| ♦ A final Full Cost allocation plan using a double step-down methodology based on actual expenditures; the final cost allocation plan will be produced as Excel and PDF files. |
| ♦ Customized management reports based on the final cost allocation plans. These management reports will include the following information: <ul style="list-style-type: none">▪ A comparison to the prior year's cost allocation plans, or similar analysis, to identify major variances of allocated costs to key receiving departments.▪ The per-unit costs of specific administrative and support activities.▪ Variance analysis of costs or allocations. |
| ♦ Two printed and bound copies of each of the final cost allocation plan as well as one electronic (Excel and/or PDF) copy . |
| ♦ A "Cost Plan 101" training session and comprehensive review of the draft cost allocation plans for finance personnel or other project stakeholders, including allocating department personnel, key |

COST ALLOCATION PLAN PROJECT APPROACH

♦ ♦ ♦

| |
|--|
| receiving department personnel, County management and/or elected officials, and other project stakeholders, if acceptable to the County. |
| ♦ Development of strategies and procedures to be used by County personnel that will optimize potential indirect cost recovery. |
| ♦ Assistance to personnel to integrate the cost allocation plans data into ongoing operations. |
| ♦ Defend and respond to audit or other inquiries from federal/state and/or local authorities following delivery of the final cost allocation plans for three years after the approval of each plan. |
| ♦ Provide the County with a computerized cost allocation model that can be used by county staff in preparation of future indirect cost allocation plans and rates. |
| ♦ Provide training for County staff on the use of the computerized cost allocation model. |
| ♦ Ongoing training, guidance, and assistance to personnel. |
| ♦ Assistance to identify additional uses of the cost allocation plan. |
| ♦ Access to all records for the requested period. |
| ♦ Formal project status reports at intervals requested by County personnel (at least monthly). |
| ♦ A formal project recap report. This report will include comments and input from the County personnel to review regarding the just completed project. This report will also provide personnel an opportunity to provide timely feedback on aspects of the project that went well and aspects of the project that need improvement. This feedback will then be formulated into the following year's work plan. |

PROJECT SCHEDULE

We believe that a four-month project timeframe is realistic. The project team and the County coordinators should develop clear internal deadlines at the beginning of the project and establish intentional and structured communication. Shown below is MGT's proposed timeline for the engagement by major task.

For each contract year for the 2 CFR and Full Countywide cost allocation plans MGT anticipates beginning work in October, with project completion in February of the following year.

| Cost Allocation Plans | Month | | | | On Going |
|---|-------|---|---|---|----------|
| | 1 | 2 | 3 | 4 | |
| 1. Initial Meeting | █ | | | | |
| 2. Introductory Training | █ | | | | |
| 3. Review Existing Structure and Plans | █ | | | | |
| 4. Collect Core Data | █ | █ | | | |
| 5. Department Interviews | | █ | | | |
| 6. Develop Cost Plan Structure | | █ | | | |
| 7. Distribute Costs Into Functions | | █ | | | |
| 8. Develop Allocation Bases | | █ | █ | | |
| 9. Process Draft Cost Plans | | | █ | | |
| 10. Quality Control & Internal Review | | | █ | | |
| 11. Provide Draft Cost Plan | | | █ | █ | |
| 12. Finalize Cost Plan | | | | █ | |
| 13. Provide Final Copies | | | | █ | |
| 14. Present Results | | | | █ | |
| 15. Negotiate & Secure Approval of the Plan | | | | █ | █ |
| 16. Project Recap Memo and Department Supplemental Training | | | | █ | █ |
| 17. Provide Computerized Cost Allocation Model and Training | | | | █ | |

BID SHEET

BID SHEET

Bid Number: ITB BCC 04-19

Bid Description: Cost Allocation Plan

Total yearly cost: \$: \$11,750

Remarks:

The above annual fee includes all scope of service items from the ITB except items B4 and B7, which are the provision of a computerized cost allocation model for the county's future use, and training associated with that model. If the County chooses to proceed with only the above package of services, MGT would prepare the cost allocation plans each year using our proprietary cost allocation software system. The software would not be licensed to the County.

If the County's desire is to prepare the cost allocation plans without the assistance of consultants in future years, scope items B4 and B7 would then become applicable. Pricing for these items is as follows:

- B7 – Computerized model that can be easily used by county staff in preparation of future full indirect cost plan without assistance from the proposer. MGT offers two different solutions for this portion of the scope of services, both of which meet the specifications of the ITB.
 - Microsoft Excel Model: \$3,000 one-time cost
 - MGTCAP™ license fee. \$3,000 annual license fee
- B4 – Provide instructions and training to county personnel about the computerized model to ensure the preparation of the plan and to enable the county to annually update the indirect cost rate proposals in the most efficient manner.
 - Instructions and training fee: \$2,000 one-time cost.

This form is also included in the "required forms" section of this proposal

SUMMARY

The consulting team we are proposing for the County cost allocation plan is exceptional and unmatched. Parul Patel is fully versed in all aspects of federal and state regulations related to cost allocation plan development and defense. Bret Schlyer is our national OMB expert and liaison, and a valuable on-call expert for this project. Three additional project consultants located in Florida will participate in the project to ensure consistent contact with the County throughout the project. If needed, we have a deep bench of more than 40 additional cost allocation consultants to call upon to augment the project team.

We believe the following items summarize why MGT is the best choice for this project:

- ◆ Our project team also has a deep understanding of cost allocation for local governments in Florida, as well as throughout the U.S. similar in size and services as Okaloosa County. While the technical experience of preparing cost allocation plans is vital, perhaps more importantly is the experience in managing a cost allocation project to meet the distinct needs of each client in a timely manner. Our project team will listen, adhere to deadlines, be attentive during on-site meetings, be responsive to questions and requests and treat the County as a valued client.
- ◆ MGT will provide a professional, well-managed, accurate, and on-time consulting engagement.
 - We consistently provide all requested services within the requested annual timeframes for all our cost allocation clients. We will accommodate schedules and deadlines of County personnel rather than the other way around.
- ◆ Access to more than one consultant so that questions can be answered, data can be turned into information expeditiously, and established deadlines are met.
 - Our team approach ensures the County on-time, accurate, and transparent results even in the event of an unlikely, but possible, unexpected absence of one of the project consultants.
- ◆ On-site interviews and review with personnel to ensure the highest understanding, accuracy and appropriate cost recoveries.
 - Our on-site time will be thorough without being burdensome on personnel. Appropriate time will be spent explaining the cost allocation process, reviewing draft results and most importantly proactively encouraging participation in the process from all interested County personnel. These efforts can significantly change the focus of the annual project from a number given to a department, to transparency and participation in the process, and a mechanism to address operational as well as financial issues.
- ◆ Solid and transparent documentation to support the project deliverables.
 - County personnel will have confidence in the cost allocation methods and calculations. This confidence will be based on deliberate two-way communication between MGT consultants and personnel. County personnel can focus on issues that matter most and not on understanding or questioning methods.
- ◆ A financially stable, well managed firm with deep experience in similar projects.

SUMMARY



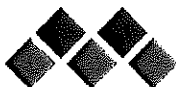
- MGT has the personnel and resources to meet the County's needs the first year, and every future year of an agreement. Unlike large corporate, publicly-traded firms that are closing offices and reducing staff, or combinations of independent contractors banding together on a project by project basis, or individuals with or without subcontractors that seem to come and go as the economy comes and goes, MGT has infrastructure and the proven financial and operational stability to ensure the County a viable on-going partner.
- ◆ Experienced project team with relevant local government finance experience.
 - Our proposed team has over 50 years of combined cost allocation experience with local governments. The combined cost allocation experience of all our consultants is in the hundreds of years. While every project is unique and includes issues and concerns specific to each individual client, in general, many issues or concerns within a project are common to other projects. The proposed project team members are each adept at troubleshooting and applying years of municipal cost allocation experience, to either head-off, or resolve the unexpected issues or concerns that will undoubtedly arise in this project.

We believe no other firm or affiliation of sole proprietors can match the following MGT advantages:

- ◆ Current experience providing cost allocation services to Cities and Counties nationwide including many Florida agencies, including a recent performance audit project for Okaloosa County.
- ◆ A team of permanent employees.
- ◆ Operational and financial strength and stability.

Thank you and we hope to be of service to Okaloosa County on this important project.

APPENDIX A: RESUMES



PARUL PATEL

Manager

MGT CONSULTING GROUP | ppatel@mgtconsulting.com



Ms. Patel, a manager for MGT, has an MBA with over twelve years of project management experience in finance/accounting and professional government consulting experience. She has worked with over 75 agencies including states, cities, counties, and special districts on cost accounting projects. She assists agencies in maximizing general fund cost recoveries from federally funded programs, enterprise and special revenue funds. Her range of experience includes the following:

In July 2013, Ms. Patel joined MGT of America, Inc. Prior to joining MGT, she held various consulting positions with MAXIMUS for 7 years. Her experience included project management, financial management and leadership. She has developed and prepared cost allocation plans and indirect cost rate proposals in accordance with Federal principles of GAAP and Circular OMB A-87. She has worked closely with the California State Controller's office and other cognizant agencies in negotiating indirect cost plans and rates. She has trained clients on the application of cost allocation principles and presented to project stakeholders, Council, and local constituents.

AREAS OF EXPERTISE

- ♦ Cost Allocation Plans
- ♦ Indirect Cost Rates
- ♦ User Fee Studies
- ♦ Financial Reporting and Analysis
- ♦ Management Consulting
- ♦ Client Training
- ♦ Audit/Negotiations

EDUCATION

MBA, Finance & IT, American University

BS, Business Management & Finance, North Carolina State University

WORK EXPERIENCE

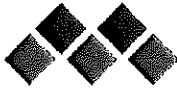
MGT Consulting of America, LLC, *Manager*, 2013–present

Maximus, Inc., *Manager, Principal Consultant, Senior Consultant*

Bearing Point, *Consultant*

REPRESENTATIVE CLIENTS

- ♦ City of Coral Springs, FL
- ♦ City of Hollywood, FL
- ♦ City of Margate, FL
- ♦ City of Newport News, VA
- ♦ City of Portsmouth, FL
- ♦ City of Rockville, MD
- ♦ City of St. Petersburg, FL
- ♦ City of Suffolk, VA
- ♦ City of Sunrise, FL
- ♦ City of Tallahassee, FL
- ♦ Broward County, FL
- ♦ Collier County, VA
- ♦ Frederick County, MD
- ♦ Jefferson County, AL
- ♦ Loudoun County, VA
- ♦ Martin County, FL
- ♦ Rio Grande Council of Government, TX



PARUL PATEL

Manager

MGT CONSULTING GROUP | ppatel@mgtconsulting.com

CLIENT SERVICE HIGHLIGHTS

City of Newport News

Ms. Patel has prepared and filed the City of Newport News' annual 2 CFR Part 200 cost allocation plans for the past seven years. The Virginia Department of Social Services has approved all seven plans without exceptions. A few years ago, the City changed its method of budgeting for independent pension (retirement) costs. Ms. Patel worked diligently with the City personnel and VA DSS to identify a solution on how to appropriately handle this change in the cost allocation plan.

"On behalf of the City of Newport News, I want to express my appreciation for all the extra effort that you (Parul) have put forth on getting the Cost Allocation Plan to this point. Your diligence on solving this additional glitch in the completion of the Plan is exemplary, and your professionalism in working through all the different aspects of all the changes we have presented to you should be an example to others."

Lisa Cipriano, City of Newport News, Virginia

Loudoun County

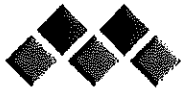
Ms. Patel has prepared Loudoun County's annual 2 CFR Part 200 cost allocation plans for the past seven years. The plans were successfully filed and approved by the Virginia Department of Social Services. For the past few years, the County has faced several staff transitions. Ms. Patel annually trained inexperienced staff on cost plan methodologies and 2 CFR Part 200 guidelines.

Jefferson County Commission

For the past six years, Ms. Patel prepared Jefferson County Commission's full cost allocation plans and the 2 CFR Part 200 cost allocation plans. The County recently changed financial systems, which significantly impacted their cost allocation plan process. Ms. Patel developed detailed accounting code crosswalks and provided strategies for extracting data in the required format. Ms. Patel's assistance provided a seamless transition to the new system and methodology.



RICARDO CEPIN, CPA, CFE



Consultant

MGT CONSULTING GROUP



Ricardo Cepin, a Consultant for MGT, is a skilled audit and accounting professional with over four years of experience conducting financial, operational, compliance, and performance audits. He is a detailed-oriented team member and has proven success in conducting accurate appraisals of state and county agencies with conditions and financial controls.

AREAS OF EXPERTISE

- ◆ Auditor
- ◆ Fluent in Spanish
- ◆ Experience in FLAIR Accounting software and AutoAudit

EDUCATION

MBA, Florida State University, Tallahassee, FL -
Expected May 2019
B.S., Accounting, University of South Florida, Tampa, FL,
2007

PROFESSIONAL AFFILIATIONS

Certified Public Accountant (CPA) - 2015
Certified Fraud Examiner (CFE) - 2016

WORK EXPERIENCE

MGT Consulting Group, LLC, Tampa, FL (June 2018 – Present)

Audit Consultant

- ◆ Lead performance audit engagements of county governments and school districts successfully from beginning to end, including development of the audit plan, audit program, and testing plan
- ◆ Trained and supervised staff, including review of the work papers to ensure conclusions were properly supported and comply with applicable standards
- ◆ Assisted in the report writing process, including drafting the initial and final reports

Hillsborough County Internal Auditor's Office, Tampa, FL (May 2017 – March 2018)

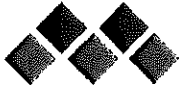
Senior Internal Auditor

- ◆ Assisted in the performance audit of the County's Jan K. Platt Environmental Lands Acquisition and Protection Program (ELAPP), including developing criteria and conducting all related tests
- ◆ Assisted in the financial compliance audit of the Safe & Sound Hillsborough program, including reviewing and reconciling financial statement records to ensure that funds contributed by Hillsborough County were expended in accordance with the inter-local agreement
- ◆ Performed audit follow-up for several departments, including Children's Services and Social Services
- ◆ Supported the County Internal Auditor and Lead Internal Auditor with ad hoc projects, including management assistance projects requested by department directors

State of Florida Auditor General Office, Tallahassee, FL (May 2014 – April 2017)

Senior Auditor

- ◆ Plan and manage all aspects of the audit process for comprehensive financial, operational, and performance audits of state agencies and related entities, with responsibility for the oversight of 1-2 auditors in assessing risk through analysis of complex financial statements and systems
- ◆ Participated in the Statewide Financial Statement Audit (SWFS), including expenditure testing, reconciling differences, and investigating material changes in individual accounts
- ◆ Oversaw the cost allocation audit of the Northwest Regional Data Center, including creation of an audit plan and budget, coordination of on-site visits, and performing detail testing

**LEON H. CORBETT, III**

Director
MGT CONSULTING GROUP

Mr. Corbett, a Director for MGT, has over 10 years of professional experience in government operations. He is a versatile leader with a unique range of management experience in Florida government, transportation and tourism sectors. His expertise in public funding, finance, public-private partnerships (P3s), and marketing has yielded successful projects throughout the region. Prior to joining MGT, he worked as the Project Finance Manager on a full spectrum of transportation projects, focused on innovative finance and project delivery mechanisms, including leveraging user fees such as tolls on Florida's regional express lanes systems and the customer facilities charges at the Miami International Airport Rental Car Facility. He also served as Director of Advertising and Direct Marketing for VISIT FLORIDA, the state's official tourism marketing corporation.

**AREAS OF EXPERTISE**

- ◆ Public-Private Partnerships (P3s)
- ◆ Project Finance
- ◆ Financial Policy Planning
- ◆ Tolling and Value Capture Strategies

EDUCATION

M.B.A., Florida State University, 2005
B.A., Wake Forest University, 1996

CERTIFICATIONS AND TRAINING

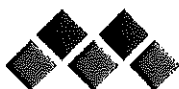
Project Management Professional, Project Management Institute Tallahassee, Florida, 2018
Florida Department of Transportation Graduate Leadership Academy Orlando, Florida, 2017
Florida Certified Contract Manager Tallahassee, Florida, 2015
Florida Department of Transportation Leadership Academy Orlando, Florida, 2015
Wharton School of Business Transportation Executive Program, Philadelphia, Pennsylvania, 2012

WORK EXPERIENCE

MGT of America Consulting, LLC, Director (*September 2018 – Present*)
Florida Department of Transportation, Project Finance Manager (*August 2008 - October 2018*)
VISIT FLORIDA, Official Tourism Marketing Corporation for State of Florida, Advertising and Direct Marketing Director (*June 2000 – August 2008*)
Ralph Simpson & Associates, Inc. Public Relations Firm, Associate (*October 1997 – May 2000*)

PROFESSIONAL ACTIVITIES AND PRESENTATIONS

- ◆ Presenter, Federal Highway Administration "Every Day Counts" Value Capture Initiative, November 2018
- ◆ Member, Federal Highway Administration Stakeholder Group on Alternative Contracting Methods, October 2018
- ◆ Member, Transportation Research Board (TRB), National Cooperative Highway Research Program Panel on "Leveraging Private Capital for Infrastructure Renewal," August 2017-August 2018
- ◆ Federal Highway Administration Roundtable on Major Surface Transportation Projects, March 2017
- ◆ National Conference on State Legislatures Southern Fiscal Leaders Conference, September 2016
- ◆ Florida Council on P3s Fall Conference, September 2016
- ◆ TRB International Managed Lanes Conference, May 2016
- ◆ Florida Transportation Commission Workshop, May 2016

**BRET SCHLYER**

Vice President, Financial Solutions
MGT CONSULTING GROUP | bschlyer@mgtconsulting.com

Mr. Schlyer is a Director in the MGT Financial Services division, with more than 24 years of experience assisting state and local government clients. His work experience with the Kansas Corporation Commission and consulting project experiences have provided him both theoretical and practical experience in the analysis and costing of governmental operations. He has extensive experience with federal cost determination standards; generally accepted accounting principles and procedures; and governmental budgeting, finance, accounting, and operations.

**AREAS OF EXPERTISE**

- ◆ Development of cost allocation plans (CAPs) in accordance with generally accepted accounting principles (GAAP).
- ◆ Development of CAPs in accordance with federal principles (2 CFR Part 200).
- ◆ Development and negotiation of statewide cost allocation plans (SWCAPs).
- ◆ Development and negotiation of charge-back rate methodologies and rates for Internal Service Funds.
- ◆ Development and negotiation of indirect cost rate proposals (ICRPs).
- ◆ Development of indirect cost policies, procedures, and models for sub-grantees.
- ◆ Development of activity based cost of services and user fee studies.
- ◆ Development and implementation of random moment sampling systems and other personnel activity reporting systems.
- ◆ Assisting agencies in maximizing general fund cost recoveries from federally funded programs, enterprise and special revenue funds, and other non-general fund sources.

EDUCATION

B.S., Business Accounting, University of Kansas

WORK EXPERIENCE

MGT of America Consulting, LLC, *Vice President, Financial Solutions*, 2008-Present

Maximus, Inc., *Director, Financial Services Division*, 2000-2008

David M. Griffith & Associates, LTD. (DMG), *Consultant*, 1994-1998

Kansas Corporation Commission, *Administrative Officer*, 1993

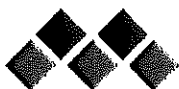
STATE GOVERNMENT EXPERIENCE

Mr. Schlyer has extensive experience and knowledge of 2 CFR Part 200 and its application and relevance to state governments in a variety of settings including the development and negotiation of cost allocation plans (CAP), state wide cost allocation plans (SWCAPs) and indirect cost rate proposals (ICRP). He also has experience with implementing and administering random moment sampling systems, and rate setting and administrative claiming for the Medicaid program.

LOCAL GOVERNMENT AND NOT-FOR-PROFIT EXPERIENCE

Mr. Schlyer also has significant experience with local government and not-for-profit cost recovery operations, including

- Development of Federal and GAAP (Full Cost) allocation plans and indirect cost rate proposals.
- Development of Activity Based Costing and User Fee models
- Charge back rate studies for internal service funds
- Jail per-diem rate studies
- Administrative claiming for the Medicaid and IV-E programs
- Claims for the State Criminal Alien Assistance Program



BRET SCHLYER

Vice President, Financial Solutions

MGT CONSULTING GROUP | bschlyer@mgtconsulting.com

REPRESENTATIVE CLIENTS

STATEWIDE COST ALLOCATION PLANS

- ◆ Kansas Department of Administration
- ◆ Louisiana Office of Statewide Reporting & Accounting Policy
- ◆ Nevada Department of Administration
- ◆ New Mexico Department of Administration
- ◆ North Dakota Department of Fiscal Management
- ◆ Oklahoma Office of State Finance
- ◆ Texas Office of the Governor
- ◆ Washington Office of Financial Management

INTERNAL SERVICE RATE SETTING

- ◆ Alaska Division of Enterprise Technology Services – Billed Services Methodology Review
- ◆ Alaska Division of Enterprise Technology Services – Billed Services Rate Model Development
- ◆ Kansas Department of Social and Rehabilitation Services – Rate Setting
- ◆ Louisiana Office of Computing Services – Cost Allocation & Rate Development
- ◆ Louisiana Office of State Procurement – Rate Model And Billing Methodology.
- ◆ Louisiana Office of Human Capital Management – Rate Model And Billing Methodology
- ◆ Louisiana Division of Administrative Law – Rate Model And Billing Methodology.
- ◆ North Carolina Office of Administrative Hearings – Rate Model And Billing Methodology

STATEWIDE COST ALLOCATION AND INDIRECT COST RATE

- ◆ Arizona Department of Game & Fish
- ◆ Arizona Department of Forestry
- ◆ Arizona Governor’s Office
- ◆ Arizona Attorney General
- ◆ Florida Agency for Workforce Innovation
- ◆ Alaska Department of Community Commerce and Economic Development
- ◆ Alaska Department of Environmental Conservation, Division of Water – Cost Allocation Model
- ◆ Kansas Corporation Commission
- ◆ Kansas Department of Agriculture
- ◆ Kansas Department of Commerce
- ◆ Kansas Department of Labor
- ◆ Kansas Department of Health & Environment
- ◆ Kansas Department of Wildlife, Parks & Tourism
- ◆ Kansas Historical Society
- ◆ Louisiana Department of Corrections
- ◆ Louisiana Department of Transportation and Development
- ◆ Louisiana Department of Labor
- ◆ Louisiana Department of Natural Resources
- ◆ Louisiana Department of Public Safety
- ◆ Louisiana Department of Wildlife & Fisheries
- ◆ North Carolina Department of Environment & Natural Resources
- ◆ Ohio Department of Health
- ◆ Washington Student Achievement Council
- ◆ Texas Secretary of State
- ◆ Virginia Department of Mines & Minerals

GovRates, Inc.**BRYAN A. MANTZ, CMC, CGFM**

President
GOVRATES, INC.

Mr. Mantz serves as the President of GovRates. As a Series 50-qualified Municipal Advisor Representative, he can legally provide advice and recommendations on the structure, timing, and terms of various financing options available to local governments.

Mr. Mantz has 23 years of financial and accounting experience, most of which have been spent as a rate and financial consultant to local governments. As a certified management consultant (CMC), Mr. Mantz has a long history of delivering results and excellent performance based on client testimonials, references, and repeat business. He is also a certified government financial manager (CGFM). Mr. Mantz has successfully completed thousands of rate and financial projects for over 100 local government entities.

A recognized expert in rate and financial issues, Mr. Mantz has been published in the Journal AWWA, the Journal of Government Financial Management, Government Finance Review, and the Florida Water Resources Journal, and his publications have been translated into other languages and used in university settings. He has been a coauthor or contributing author of several American Water Works Association (AWWA) manuals of practice, including M1: Principles of Water Rates, Fees, and Charges; M29: Water Utility Capital Financing; M52: Water Conservation Programs – A Planning Manual; and M54: Developing Rates for Small Systems. Mr. Mantz has served as a technical reviewer for AWWA's M5: Water Utility Management as well as the Manual of Practice (MOP) 27: Financing and Charges for Wastewater Systems published by the Water Environment Federation (WEF). He is frequently invited to be a speaker at national and state conferences.

AREAS OF EXPERTISE

- ♦ Government Accounting and Cost Allocation
- ♦ Rate Studies
- ♦ Municipal Finance

EDUCATION

MBA with Honors, Finance, Rollins College, 1999

B.S., Economics, University of Pennsylvania, Wharton School of Business, 1996

B.A.S., Management and Technology, University of Pennsylvania, School of Engineering and Applied Science, 1996

PROFESSIONAL CERTIFICATIONS

CMC – Certified Management Consultant, No. 12237146

CGFM – Certified Government Financial Manager, No. 15636

Series 50-Qualified Municipal Advisor Representative

PROFESSIONAL AFFILIATIONS

- ♦ American Water Works Association (AWWA) (Active Member of National Rates and Charges Committee)
- ♦ Association of Government Accountants (AGA)
- ♦ Institute of Management Consultants USA (IMC-USA)
- ♦ Water Environment Federation (WEF) (Active Member of Utility Management Committee)

PROFESSIONAL HONORS

Two-Time National Best Paper Award: AWWA Management and Leadership Division (2012 and 2013)

State of Florida

Woman & Minority Business Certification

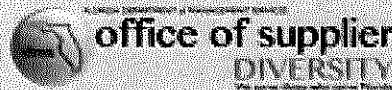
GovRates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/31/2018 to 01/31/2020

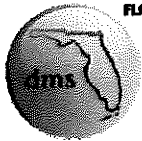


Erin Rock, Secretary
Florida Department of Management Services



GovRates

From: OSDCert@dms.myflorida.com
Sent: Wednesday, January 31, 2018 2:23 PM
To: govrates@govrates.com
Subject: Online Registration: Minority Certification Validated
Attachments: OSD_MBE_Certificate.pdf



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

office of supplier
DIVERSITY
We serve those who serve Florida

January 31, 2018

Dear Jenny Mantz,

Congratulations! Your certification for a woman-, veteran- and/or minority owned Florida business enterprise has been reviewed, is granted and hereby effective for a period of two years from today's date. Please take some time to review the Office of Supplier Diversity's section of the website at <http://www.dms.myflorida.com/osd> to learn more about the benefits of being certified; how to do business with the state, regional and local government; OSD regional events; mentor and loan programs for CBEs and more. Our team is here to help your business succeed as a Florida CBE.

Your business entity's state certification, designated as WOMAN OWNED and ASIAN AMERICAN, is relevant when providing the following goods and/or services to the agencies or businesses that hire you.

- 77101705 - Environmental economics advisory services
- 80101504 - Strategic planning consultation services
- 80101601 - Feasibility studies or screening of project ideas
- 80101603 - Economic or financial evaluation of projects
- 80101604 - Project administration or planning
- 83101500 - Water and sewer utilities
- 84121803 - Government bonds
- 93151501 - Public enterprises management or financial services
- 93151602 - Government budgeting services
- 93151605 - Government finance services

If, or when your business should supply other products or services, the contracting entity will not get credit for their Certified Business Enterprise participation in that business transaction. Therefore, it is important to most accurately select the commodity codes associated with all products, goods and services your business can provide. You can review these codes in MyFloridaMarketPlace.com.

As a state Certified Business Enterprise, you are encouraged to actively bid in the participating state purchasing programs.. Some of the participating entities have certification eligibility criteria unique to those of the reciprocal certification network. As a result, some program offices may ask you to submit additional documentation before you are eligible to bid as a CBE with that jurisdiction or organization. Please contact that organization directly with questions about their requirements for eligibility.

Florida laws require that the Office of Supplier Diversity be advised of any and all changes in the company's status occurring within 14 days of the transfer of ownership or change in management or ownership taking place. This law is applicable throughout the effective certification dates.

Congratulations, again, on becoming one of Florida's Certified Business Enterprises. Questions concerning your CBE certification may be directed to the Office of Supplier Diversity at (850) 487-0915 or email us at OSDhelp@dms.myflorida.com.

Sincerely,

Florida Department of Management Services
Office of Supplier Diversity 4050 Esplanade Way, Suite 380G
Tallahassee, FL 32399-0950

If you have any questions or concerns about procurement opportunities, please call MyFloridaMarketPlace customer service at 1-866-352-3776.

Osceola County Board of County Commissioners
Minority, Women, Service Disabled Veteran Business Enterprise

This certificate validates reciprocal certification for

GovRates, Inc.

Per certification with

State of Florida Office of Supplier Diversity

Valid from: 3/12/2018 to 1/31/2020



Procurement Services
Supplier Development
1 Courthouse Square, Suite 2300
Kissimmee, FL 34741
Phone: 407-742-0900
Fax: 407-742-0901
www.Osceola.org

Flora Barnes 3/12/18
Supplier Development Date

Phone: (407) 742-0900 / Fax: (407) 742-0901



March 12, 2018

Jenny Wu Mantz, CEO
GovRates, Inc.
1988 Varick Way
Casselberry, FL 32707-2409

RE: Minority, Women Business Enterprise (MWBE) Reciprocal Certification
Osceola County Board of County Commissioners

Dear Jenny Wu Mantz,

We are pleased to inform you that our office has completed the review of your application for reciprocal certification as a Minority, Women Business Enterprise with Osceola County. Your company has been extended MWBE certification in accordance with Osceola County Board of County Commissioners Resolution#09-037R. MWBE Certification, however, is not a guarantee that you will be awarded work.

Your firm's MWBE certification will expire on 1/31/2020. A new application for certification must be received no less than thirty (30) days prior to the date of expiration. Companies that do not re-apply for certification will be removed from active status. Additionally, please remember to include a copy of your MWBE certificate each time that you submit a response to an Osceola County solicitation.

Please remember, you are responsible for notifying our office in writing if there is a change in the ownership structure, control of the business, location, or if the minority status of your company changes. Please be advised that all provisions of Resolution #09-037R and the Osceola County Procurement Code must be maintained in order for a company to retain its certification status. Failure to maintain compliance with the program requirements may lead to revocation of the certification.

If you have not already done so, please register to receive notification of upcoming solicitations via VendorLink, our in-house, on-line vendor solicitation notification system. VendorLink allows vendors to view and download solicitations at no cost 24-hours a day, seven days a week, from any computer with internet access. Vendors may register for this free service by visiting <https://vendorlink.osceola.org> or www.osceola.org.

Thank you for your interest in working with Osceola County Government.

Sincerely,


Blanca Barnes
Supplier Development

Enclosure: Certificate

c: File

APPENDIX C: REQUIRED FORMS

DRUG-FREE WORKPLACE CERTIFICATION FORM

CONFLICT OF INTEREST

FEDERAL E-VERIFY

CONE OF SILENCE FORM

RECYCLED CONTENT FORM

INDEMNIFICATION AND HOLD HARMLESS

PROHIBITION TO LOBBYING

COMPANY DATA

SYSTEM OF AWARDS MANAGEMENT

ADDENDUM ACKNOWLEDGEMENT

BID SHEET

ANTI-COLLUSION STATEMENT

GENERAL GRANT FUNDING SPECIAL CONDITIONS “EXHIBIT B”

WORK HOURS SAFETY STANDARD ADDENDUM



INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:

Cost Allocation Plan

ITB NUMBER:

ITB BCC 04-19

ISSUE DATE:

December 17, 2018 3:00 P.M. CST

LAST DAY FOR QUESTIONS:

January 9, 2019 3:00 P.M. CST

ITB OPENING DATE & TIME:

January 16, 2019 3:00 P.M. CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME MGT of America Consulting, LLC
MAILING ADDRESS 4320 West Kennedy Boulevard
Tampa, Florida 33609
CITY, STATE, ZIP
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 81-0890071
TELEPHONE NUMBER: 813.327.4717 EXT: _____ FAX: _____
EMAIL: bschlyer@mgtconsulting.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: [Signature] TYPED OR J. Bradley Burgess
PRINTED NAME
TITLE: Executive Vice President DATE 1/11/2019

DRUG-FREE WORKPLACE CERTIFICATION

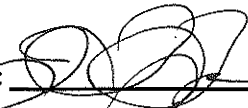
THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: 1/11/2019
COMPANY: MGT of America Consulting, LLC
ADDRESS: 4320 West Kennedy Boulevard
Tampa, Florida 33609

PHONE NO.: Phone: 813.327.4717

SIGNATURE: 
NAME: J. Bradley Burgess
(Typed or Printed)
TITLE: Executive Vice President
E-MAIL: bburgess@mgtconsulting.com

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO X _____

NAME(S)

POSITION(S)

FIRM NAME: MGT of America Consulting, LLC

BY (PRINTED): J. Bradley Burgess

BY (SIGNATURE):  _____
 Executive Vice President

TITLE: _____

ADDRESS: 4320 West Kennedy Boulevard

Tampa, Florida 33609

PHONE NO. 813.327.4717

E-MAIL bburgess@mgtconsulting.com

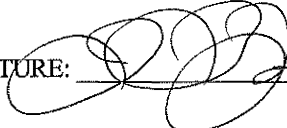
DATE January 11, 2019

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: January 11, 2019

SIGNATURE:  _____

COMPANY: MGT of America Consulting, LLC

NAME: J. Bradley Burgess

ADDRESS: 4320 West Kennedy Boulevard

TITLE: Executive Vice President

Tampa, Florida 33609

E-MAIL: bburgess@mgtconsulting.com

PHONE NO.: 813.327.4717

CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  _____ representing MGT of America Consulting, LLC
Signature Company Name

On this 11th day of January 2018 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

The enclosed proposal is for financial services only, with no physical product involved

Name of Respondent: J. Bradley Burgess, Executive Vice President

E-Mail: bburgess@mgtconsulting.com

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

MGT of America Consulting, LLC
Respondent's Company Name

4320 West Kennedy Boulevard
Physical Address

Tampa, Florida 33609
Mailing Address

Phone: 813.327.4717
Phone Number

916.595.2646
Cellular Number

January 11, 2019
Date


Authorized Signature – Manual

J. Bradley Burgess
Authorized Signature – Typed

Executive Vice President
Title

FAX Number

After-Hours Number(s)
bburgess@mgtconsulting.com

Email Address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

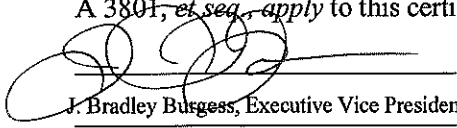
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, MGT of America Consulting, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

J. Bradley Burgess, Executive Vice President Name and Title of Contractor's Authorized Official

January 11, 2019

Date

COMPANY DATA

Respondent's Company Name:

MGT of America Consulting, LLC

Physical Address & Phone #:

4320 West Kennedy Boulevard

Tampa, Florida 33609

813.327.4717

Contact Person (Typed-Printed):

BRET SCHLYER

Phone #:

Cell #:

316.214.3163

Federal ID or SS #:

81-0890071

DUNNS #:

02-096-7659

Respondent's License #:

L 15000 199435

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

Email Address:

bschlyer@mgtconsulting.com

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

| | |
|-----------------|---|
| Entity Name: | <u>MGT of America Consulting, LLC</u> |
| Entity Address: | <u>4320 W KENNEDY BLVD STE 200, TAMPA, FL, 33609-2118</u> |
| Duns Number: | <u>020967659</u> |
| CAGE Code: | <u>7QKE1</u> |

ADDENDUM ACKNOWLEDGEMENT

ITB BCC 04-19

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

| <u>ADDENDUM NO.</u> | <u>DATE</u> |
|----------------------------|--------------------|
|----------------------------|--------------------|

| | |
|---|------------------|
| 1 | January 10, 2019 |
| | |
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NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

BID SHEET

Bid Number: ITB BCC 04-19

Bid Description: Cost Allocation Plan

Total yearly cost: \$: 11,750

Remarks: _____

The above annual fee includes all scope of service items from the ITB except items B4 and B7, which are the provision of a computerized cost allocation model for the county's future use, and training associated with that model. If the County chooses to proceed with only the above package of services, MGT would prepare the cost allocation plans each year using our proprietary cost allocation software system. The software would not be licensed to the County.

If the County's desire is to prepare the cost allocation plans without the assistance of consultants in future years, scope items B4 and B7 would then become applicable. Pricing for these items is as follows:

- B7 – Computerized model that can be easily used by county staff in preparation of future full indirect cost plan without assistance from the proposer. MGT offers two different solutions for this portion of the scope of services, both of which meet the specifications of the ITB.
 - o Microsoft Excel Model: \$3,000 one-time cost
 - o MGT CAP™ license fee. \$3,000 annual license fee
- B4 – Provide instructions and training to county personnel about the computerized model to ensure the preparation of the plan and to enable the county to annually update the indirect cost rate proposals in the most efficient manner.
 - o Instructions and training fee: \$2,000 one-time cost.

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials.** Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

MGT of America Consulting, LLC

Bidder's Company Name

4320 West Kennedy Boulevard

Address

Tampa, Florida 33609

Address

Phone: 813.327.4717

Phone #

81-0890071

Federal ID # or SS #



Authorized Signature – Manual

J. Bradley Burgess

Authorized Signature – Typed

Executive Vice President

Title

Fax #

Date Submitted: January 11, 2019

EXHIBIT "B"
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that

“funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Access to Records and Reports:**
Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:**
Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):**
Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information**
Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.
22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.
23. **Energy Policy and Conservation Act (43 U.S.C.§6201)**
All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: January 11, 2019

SIGNATURE:  _____

COMPANY: MGT of America Consulting, LLC

NAME: J. Bradley Burgess

ADDRESS: 4320 West Kennedy Boulevard
Tampa, Florida 33609

TITLE: Executive Vice President

E-MAIL: bburgess@mgtconsulting.com

PHONE NO.: 813.327.4717

Contractor Certification
Work Hours and Safety Standards Addendum

This certification is incorporated as part of the contract for **Cost Allocation plan for the Water & Sewer Department**.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

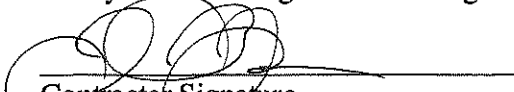
(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

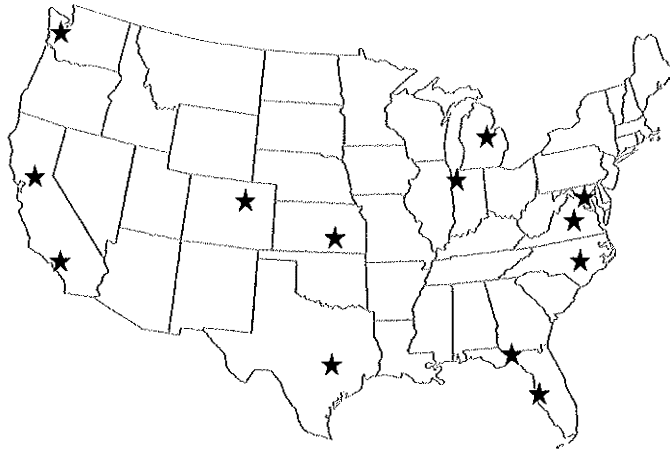
(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

J. Bradley Burgess _____, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.



Contractor Signature

Date: January 11, 2019



FLORIDA

516 North Adams Street
Tallahassee, FL 32301

4320 West Kennedy Boulevard
Tampa, FL 33609

CALIFORNIA

2251 Harvard Street, Suite 134
Sacramento, CA 95815

3579 East Foothill Boulevard, Suite 144
Pasadena, CA 91107

COLORADO

8200 South Quebec, Suite A3 #184
Centennial, CO 80112

INDIANA

101 West Ohio Street, Suite 2017
Indianapolis, IN 46204

KANSAS

13303 West Maple, Suite 139 #177
Wichita, KS 67235

MARYLAND

18310 Montgomery Village Avenue #520
Gaithersburg, MD 20879

MICHIGAN

2343 Delta Road
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