PROPOSAL

JULY 2, 2018 RFP # 2018-005



SUBMITTED BY:

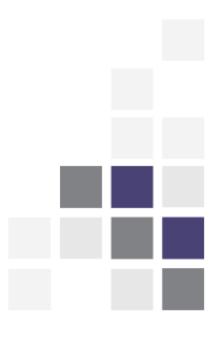
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VICE PRESIDENT OF CYBERSECURITY

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RFP 2018-005 NETWORK SECURITY ASSESSMENT

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF COLLIER COUNTY, FLORIDA



CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF COLLIER COUNTY, FLORIDA

RFP #2018-005 | NETWORK SECURITY ASSESSMENT JULY 2, 2018

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I. COVER LETTER

June 21, 2018

Sue Barbiretti Clerk of the Circuit Court, Collier County 3315 Tamiami Trail East, Suite #102 Naples, FL 34112-5324

Dear Ms. Barbiretti,

MGT Consulting Group is pleased to present this proposal in response to the Clerk of the Circuit Court and Comptroller of Collier County's RFP #2018-005 for Network Security Assessment Services.

We are looking forward to expanding our current relationship with Collier County in the security space.

We have conducted numerous similar testing engagements in the information security (infosec) space for public and private sector clients across the country. Our depth of experience and level of involvement in the penetration testing space, as well as our direct involvement in the **PCI compliance penetration testing special interest groups**, will ensure that our engagement overall provides deep insight into existing vulnerabilities, remediation guidance, compliance advice and steps forward, and a special focus on knowledge transfer for the Collier County IT staff to raise the overall cyber IQ internally.

In recent years MGT has conducted several studies for Collier County, including:

- Internal Service Fund A-87 Compliance Review (2012)
- User Fee Studies (2016)
- Full Cost and OMB A-87 Cost Allocation Plans (2015-19)
- Fleet Study (2018-19)

Currently MGT is conducting a performance audit of Collier County for the Florida Office of Program Policy Analysis and Government Accountability (OPPAGA). MGT's audit is being performed in accordance with Generally Accepted Governmental Auditing Standards (GAGAS). MGT's audit objectives include, but are not limited to, focusing on the efficiency of the programs, structure, or design of the program to accomplish its goals, alternative methods of providing services or products, performance measures used by the program, accuracy of public documents, and compliance of the program with polices, rules and laws. The experience and knowledge gained through the performance audit will benefit the Network Security Assessment.

In addition to projects in Collier County, MGT has completed a variety of projects for virtually every county in Florida.

I. COVER LETTER

MGT's information security team centers on hardening our client's information system environment and helping them reach an optimal security posture. Our team of certified security professionals employ their extensive skill sets to maximize the impact of this assessment initiative. Our qualifications place us in a unique position to successfully execute engagements such as the Network Security Assessment services for the County.

Our proposal provides our response to the general and technical requirements as requested by this RFP. The MGT consulting team assembled for this engagement brings extensive senior experience in all areas of information security including penetration testing, and over 10 years performing security risk assessment engagements, compliance initiatives (PCI, NIST, HIPAA, IRS p 1075, etc.).

MGT is ready, willing, and able to meet with County representatives in person or via a conference call to discuss our qualifications, pricing, or to provide any additional information which the County may deem necessary.

MGT's proposal and pricing is valid for one hundred twenty (120) days after due date July 2, 2018.

MGT takes no exceptions to the proposal and we acknowledge receipt of all amendments to the RFP.

MGT will be submitting its response via the Department of Management Services Management Consulting Services Contract No. 973-000-14-01.

MGT is able to start the work on the anticipated date of July 30, 2018 and will have completed no later than September 25, 2018.

FIRM INFORMATION	MGT of America Consulting, LLC 516 North Adams Street Tallahassee, Florida 32301 P 850.386.3191 F 850.385.4501
INDIVIDUAL AUTHORIZED TO COMMIT FIRM	Dr. Fred Seamon, Executive Vice President 516 North Adams Street Tallahassee, Florida 32301 P 850.386.3191 F 850.385.4501 fseamon@mgtconsulting.com
OFFICIAL CONTACT PERSON	Mr. Tony Martinez, Vice President, Cyber Security 516 North Adams Street Tallahassee, Florida 32301 P 813.454.8386 F 850.385.4501 TMartinez@mgtconsulting.com

If you have any questions about the information presented herein or would like any additional information, please contact **Tony Martinez** by telephone at **813.454.8386**, or by email at **TMartinez@mgtconsulting.com**. Thank you very much for this opportunity.

Respectfully,

Fred Seamon, Ph.D.

Executive Vice President

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II. COMPANY PROFILE

QUESTION	NUMERIC VALUE
Provide the number of years the company has been in the Network Security Assessment business	10
Provide the number of years the company has been in the Network Security Assessment business for Public Sector	10
Provide the number of Network Security Assessment clients from January 1, 2013 – December 31, 2017	100+
Provide the number of Network Security Assessment clients from January 1, 2013 – December 31, 2017 in the Public Sector	37
Provide the number of Public Sector Network Security Assessment projects completed from January 1, 2013 – December 31, 2017	37
How many Network Security Assessment projects were conducted in-house vs. using a subcontractor from January 1, 2013 – December 31, 2017	18

MGT Consulting Group (MGT) is pleased to present this proposal to the Clerk of the Circuit Court and Comptroller of Collier County, Florida for a Network Security Assessment. MGT Consulting Group is comprised of MGT of America Consulting, LLC and Strategos Public Affairs, LLC. The merger between the two companies represents unparalleled expertise in public sector operations, management, public relations, marketing, and community engagement and facilitation. MGT was established in 1974 by a group of former public-sector employees to provide management consulting services to assist state and local governments clients operate more efficiently, effectively, and with more accountability to the communities they serve. We pride ourselves on our years of continuous business and these two cornerstone tenants of our business:

In-Depth Understanding of State and Local Government—MGT has worked almost exclusively with the public sector. As a result, we understand the challenges and unique issues inherent in the operations of state and local government programs and service delivery. Because many of our staff have worked in government, we have a clear understanding of the state and local government structure, control agencies, budgetary processes, and political environment.

Our Focus is on Business Understanding and Analysis—MGT consistently focuses on identifying and implementing the most effective and efficient methods for achieving operational objectives in all of our engagements. No matter what the task, we "cut to the chase," and work to provide the most viable business solutions in the shortest amount of time, at the lowest cost. We understand the importance of streamlining business processes and we know how to pinpoint the most efficient and effective methodologies for specific situations.

Based on our more than 44 years of experience in providing consulting services to federal, state, and local government clients as well as private sector clients, MGT knows that the success of any project is based upon the project management. Our project director will work in tandem with the County's designated project lead to drive the MGT project management principals and guidelines for the development of your customized solutions.

MGT has an extensive track record providing a wide variety of consulting services as well as services that are similar in scope to this project. MGT understands the scope of work requested and has completed many similar projects of thoroughly reviewing and assessing IT security systems, developing mitigation plans, and prioritizing road maps of activities to enhance future security positions. Our solutions help the public and private organizations and institutions we work with to more effectively and efficiently achieve their goals and serve constituents. We are committed to providing customized consulting services, objective research, creative solutions, and quality products that respond to each client's unique needs and time requirements. MGT provides a variety of services in both the public and private sector.

A representative sample of the many client services offered by MGT follows.

- Business process reengineering
- Classification and compensation studies
- Communications and marketing consulting
- Human resource studies
- Information technology consulting
 - Information security consulting

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- Costing services
- Disparity studies
- Facilities planning and analysis
- Fiscal impact analysis
- Funding studies and models
- Geographic Information Systems

- Operations/management reviews
- Performance audits
- Policy research
- Program evaluation
- Program reviews
- Strategic planning

The firm has successfully managed more than 9,500 client engagements nationally with a significant portion of MGT's engagements being repeat business, reflecting the firm's commitment to achieving a high level of customer satisfaction and ability to exceed the expectations of clients. Prior to working with public sector entities as consultants, many of our staff worked in government agencies as executives and managers. This insider's knowledge of government structure and process gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.

MGT's home office is in Tallahassee, Florida. Since our founding, the firm has grown to include offices around the country.

FLORIDA: Tallahassee | Tampa

CALIFORNIA: Sacramento | Pasadena

COLORADO: Centennial **INDIANA:** Indianapolis

KANSAS: Wichita

MARYLAND: Gaithersburg

MICHIGAN: Bay City

NORTH CAROLINA: Raleigh

TEXAS: Austin

VIRGINIA: Richmond

WASHINGTON: Olympia



The MGT team offers qualifications and approaches that are especially well suited for this assessment. MGT's consulting engagements include a diverse base of clients, such as:

- Local, regional, state, and federal government entities.
- Higher education system offices, colleges (both two- and four-year), universities, school boards, school districts, state education departments, governors' offices, blue ribbon committees, legislatures, and Boards of Regents.
- Special districts.
- Health and human services organizations.
- International agencies.

MGT offers an impartial perspective of the outcomes and findings. As an independent entity, our only vested interest is that of the clients; therefore, we apply our extensive experience to generating objective independent solutions to assist our client needs.

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With a focus on organizational goals first, MGT provides business-driven information security services keeping our clients' interests at the forefront of our engagements ensuring we deliver the most efficient solution.

CYBERSECURITY CONSULTING

MGT's core cybersecurity capabilities include:

- Full range of penetration testing services
- Risk management services
- Compliance services
- Security risk assessments

- Physical penetration testing
- Secure application development
- Training and awareness
- Policy and procedure development

PAST PROJECTS

We have conducted numerous similar engagements for public and private sector clients across the country and are confident we can assist the County with achieving its goals for this project.

BAY, MARQUETTE, MACOMB, LAPEER, EMMET, CASS, LENAWEE, ST. JOSEPH'S, VAN BUREN COUNTY, MICHIGAN

COUNTY-WIDE SECURITY RISK ASSESSMENT AND PENETRATION TESTING. MGT is conducting NIST-based security risk assessments and network and application penetration testing across many counties in the state of Michigan.

CITY OF ROSEVILLE

EXTERNAL, INTERNAL, AND WIFI AP PENETRATION TEST. MGT conducted external and internal penetration testing and wireless access point testing.

(ISC)²

PENETRATION TESTING SERVICES. MGT assisted with the performance ongoing web application penetration testing, secure code review, and network/infrastructure penetration testing on a yearly basis.

VITAL RECORDS CONTROL COMPANIES

PENETRATION TESTING SERVICES. MGT provided enterprise level web application penetration testing and network penetration testing.

TECHNICAL BREAKDOWN: PEN TEST

We understand the critical nature of a penetration test and want to make sure we provide a detail breakdown of the engagement. Below you will find all the key phases.

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Throughout the engagement, we will leverage an agile project management methodology to maintain transparent clear lines of communication with Collier County MIS staff and maximize knowledge transfer as well as leverage a purple team approach. Pen tests are most effective when the red team works with the blue team to execute specific functions that will apply best to the clients' environment.

Furthermore, if critical vulnerabilities are found, our methods allow us to begin working with you to remediate and fix things without wasting time.

BEST PRACTICES IMPLEMENTATION

Our team utilizes a number of recognized Information Security best practices and standards while providing services to our clients. Some of the main standards include:

- IEC/ISO 27000 Series (Security Management and Control).
- National Institute of Standards and Technology (NIST) Computer Security Standards.
- SANS Institute Guidance Testing Methodologies and Approaches.
- Open Web Application Security Project (OWASP) Web Application Testing and Assessment.
- Open Source Security Testing Methodology Manual (OSSTMM) Methodology for performing security tests and metrics.
- Payment Card Industry Data Security Standard (PCI-DSS).
- Information Systems Security Assessment Framework (ISSAF) Methodology for information system security assessments.
- Penetration Testing Framework v0.58 Community updated penetration testing framework.

ACTIONS / APPROACH

Our assessments are conducted with the use of both non-intrusive and robust commercial scanning tools and manual tests by our team of experts who will provide comprehensive infrastructure reports of active IP systems. When necessary, open-source tools are used to validate certain checks to remove any false positives.

SOFTWARE / TOOLS

Our choice of tools and techniques will enable us to identify and map network devices, to determine if the IT infrastructure services implement sufficient security measures to protect sensitive corporate information. Our choice of VA scanning tools combined with the knowledge of our expert Penetration Testers and risk assessors will help to determine the level of security and evaluate how vulnerable the identified systems are to potential system attacks, penetration, and information loss due to external hacker threats or internal malicious/curious network usage.

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We conduct our testing using recognized frameworks such as OSSTMM¹, PTES², and NIST³. Our consultants are authorized, trained, and licensed to use the following commercial packages as well as other popular solutions, all driven by project requirements:

- SAINT Scanner/Exploit (<u>www.saintcorporation.com</u>).
- BurpSuite Pro (http://portswigger.net/burp/).
- Nessus (www.nessus.org).
- Cobalt Strike (www.advancedpentest.com).
- Acunetix Web Application Security (www.acunetix.com).

In addition to the commercial software, the following open source tools/distributions will be used, as required:

- Kali 1.x Linux distribution aimed at penetration testing and digital forensics. These toolkits include a wide range of software to aid a tester in testing networks and applications for vulnerabilities and using the results to penetrate a network. Kali contains a wide variety of open source tools for use during penetration testing including:
 - MetaSploit Framework.
 - BurpSuite.
 - w3af open source web application security scanner.
 - nmap.
 - CSRFTester.
 - WebScarab
 - Samurai a live Linux environment that has been pre-configured to function as a web pentesting environment. While similar to the BackTrack distribution, this framework focuses on Web Application testing.

METHODOLOGY AND APPROACH

Our approach consists of several defined phases with key subtasks below them:

- Kick-Off, Scheduling, and Deliverables.
- Vulnerability scanning.
- Penetration testing plan.
- Definition of penetration testing tools.

³ National Institute of Standards and Technology (http://csrc.nist.gov/publications/nistpubs/800-115/SP800-115.pdf)



¹ Open Source Security Testing Methodology Manual (http://www.isecom.org/research/osstmm.html)

² Penetration Testing Execution Standard (http://www.pentest-standard.org/index.php/Main_Page)

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- Schedule review external vs internal tests.
- Penetration testing plan execution.
- Analysis and recommendations: Remediation and Guidance.
- Reporting.
- Complimentary re-scanning.

KICK-OFF, SCHEDULING, AND DELIVERABLES

- Definition of stakeholders.
- Scheduling of primary tasks and data gathering.
- Confirm communication guidelines.
- Deliverable schedule.

VULNERABILITY SCANNING

• Initial scan of environment according to client sample of IPs/overall IS environment.

PENETRATION TESTING PLAN

• Define penetration test schedule. Primarily define internal vs external plans and define valid sample-to-test system.

DEFINITION OF PENETRATION TESTING TOOLS

We use a combination of commercial and open source tools. The advantage to using open source tools is they are often designed for a specific purpose and therefore have a narrow focus, and they are also the tools most likely to be used by hackers and malicious users. Commercial tools will be used to provide a higher level of assurance in scanning results, and to confirm results from open source tools.

SCHEDULE REVIEW EXTERNAL VS. INTERNAL TESTS

We understand this is a delicate process and often it becomes challenging to keep management in the loop. Project management and transparency are critical in our process making sure you are aware of our activities resulting in no unwanted surprises.

PENETRATION TESTING PLAN EXECUTION.

- Reconnaissance.
- Enumeration.
- Vulnerability Assessment.
- Penetration Test (network and web applications) Internal and External.

ANALYSIS AND RECOMMENDATIONS: REMEDIATION AND GUIDANCE

- Overall findings.
- External and Internal testing results.

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KEY PENETRATION TEST PHASES (DEEP DIVE)

- Definition of External Test Conditions (Black Box/Grey Box/White Box).
- Surveying and Discovery.
 - Definition of digital foot print or sample IP list provided by the County POC (IP search, social, crawls, etc.).
 - Network mapping and discovery.
 - Available services mapping.
 - Topology.
- Enumeration and Target Identification.
 - Define service functions and their purpose.
 - Tools and techniques based on findings.
 - Definition of targets based on criticality.
- Vulnerability Scanning and Assessment.
 - Execute vulnerability scanning.
 - Execute secondary scans using additional scanning tool.
 - Manual tasks according to scan results.
- Penetration test, Exploitation, and Verification.
 - (As requested by client) Manual exploitation of critical services, systems, or applications.
 - Verification of critical findings.
 - Elimination of false positives and error mitigation.
 - Full report, de-brief, and knowledge transfer session.

IV. COST OF SERVICES TO THE CLERK

Objective Costs	Cost Initial Year	Cost Year 2 Renewal Not to Exceed	Cost Year 3 Renewal Not to Exceed
Identify Security vulnerabilities within the Clerk's network as well as from outside.	\$4,940	\$4,940	\$4,940
Simulate malicious hacker activity in attempting to gain unauthorized access to any part of the network.	\$4,940	\$4,940	\$4,940
Utilize Social Engineering techniques to penetrate the network.	\$4,940	\$4,940	\$4,940
Develop an overall assessment of strengths and weaknesses compared to industry best practices and business requirements.	\$4,940	\$4,940	\$4,940
Provide recommendations and knowledge transfer on the use of continuous monitoring techniques, methods, and processes to enable the Clerk to implement proactive monitoring capabilities.	\$3,900	\$3,900	\$3,900
Identify shortcomings in policies, procedures and standards and recommend improvements.	\$3,900	\$3,900	\$3,900
All other non-travel related costs not included as part of above objectives (please identify).	NA	NA	NA
Re-Scanning after Collier County provides remediation.	COMPLIMENTARY	COMPLIMENTARY	COMPLIMENTARY
PCI compliance consultation.	COMPLIMENTARY	COMPLIMENTARY	COMPLIMENTARY

Number of team members that will travel to Clerk's agency to conduct assessment: 2
Number of round-trips anticipated by all team members to conduct assessment: 1
We have the tools to perform the entire assessment remotely or can come onsite to perform internal assessment activities.
If transportation is by air is required, we would travel from the following Airport: Ft. Myers, FL.

V. PROJECT MANAGER AND TEAM CREDENTIALS, EXPERIENCES AND QUALIFICATIONS

PROJECT MANAGEMENT OFFICE (PMO)

MGT's full-time Project Manager is Mr. Tony Martinez, who has oversight of the full project management lifecycle. He is responsible for the all management of technical resources, project requirements, deliverable management, and overall client engagement and satisfaction. In addition, Mr. Martinez confirms the projects stay on track and all contract deliverables are met according to plan. Furthermore, MGT's solid operational expertise confirms that we are able to assign and maintain our resources in place throughout the length of this engagement.

SENIOR CYBERSECURITY SPECIALISTS

Key delivery personnel include our Cybersecurity specialists, Mr. Steve Porter and Ms. Stacey Banks, Resumes, including certifications held by each person follow.

These full-time MGT resources have delivered prior security audits, security assessment and penetration testing for MGT clients.

Additionally, Steve Porter, belongs to the penetration testing special interest group defining security standards for the PCI Council. Together, their qualifications, skills, and experience include:

- Vulnerability Assessment
- Network Penetration Testing
- Web Application Penetration Testing
- PCI-DSS Preparation & Remediation
- Security Auditing
- Database Security
- Secure Code Reviews
- Firewall Administration
- System Hardening and Patching
- Disaster Recovery / Business Continuity Planning & Design
- Security Policy Design
- Log Management Planning, Design, Administration
- Checkpoint Firewall-1 / VPN-1
- Fortigate Firewalls

- Juniper Firewall / Router / Switches
- LogLogic
- McAfee IDS / Foundstone / ePO
- Network Associates ePO
- Tipping Point IPS/IDS
- BackTrack
- Burp Suite
- Core Impact
- FoundStone
- Metasploit
- NESSUS
- Nexpose
- Nmap
- SAINT Scanner, Exploit & Manager
- Cisco PIX / Routers / Switches

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CERTIFICATIONS

- Certified Ethical Hacker (C|EH)
- GAIC Certified Penetration Tester (GPEN)
- GAIC Security Essentials (GSEC)
- GAIC Certified Incident Handler (GCIH)
- GAIC Web Application Penetration Tester (GWAPT)
- CompTIA Security+
- Certified Information Systems Security Professional (CISSP)
- Certified in Risk and Information Systems Control (CRISC)
- Grant Professionals Certification Institute (GPCI)
- Certified Confidentiality Officer (CCO)
- Qualified Security Assessor (QSA)
- Certified SCRUM Master (SCM)

- Microsoft Certified Solutions Associate (MCSA): Security
- Microsoft Certified Applications Developer (MCAD)
- Microsoft Certified Solutions Developer (MCSD)
- Microsoft Certified Data Base Administrator (MCDBA)
- Microsoft Certified Solutions Expert (MCSE): Security
- Sophos Sales Engineer
- Sophos Advanced Endpoint Specialist
- SAINT Corp. Certified Engineer
- Microsoft Certified IT Professional (MCITP):
 Data Base Administration

RESUMES

STEVE PORTER, CISSP, GPEN, GWAPT, QSA, C|EH, GICSP, GMOB, GCIH

Network and Database Architect
 SQL Server Installation Configuration and administration Performance tuning Security Replication / Mirroring / Clustering / Log Shipping Disaster recovery and business continuity planning Microsoft Windows Server Installation Configuration and administration Clustering / High Availability Setup Hardening Unix (SuSe, RedHat, Ubuntu) Installation Configuration and administration

STEVE PORTER, CISSP, GPEN, GWAPT, QSA, C EH, GICSP, GMOB, GCIH			
		Enterprise Storage/SANs (NetApp, EqualLogic)Server Support (MGT, IBM, HP)	
TECHNOLOGIES USED			
Vulnerability Assessment / Penetration Testing Tools		Network Security	
 BackTrack Burp Suite Core Impact FoundStone Metasploit NESSUS Nexpose Nmap SAINT Scanner / SAINT Exploit / SAINT Manager 		 Checkpoint Firewall-1 / VPN-1 Cisco PIX / Routers / Switches Fortigate Firewalls Juniper Firewall / Router / Switches LogLogic McAfee IDS / Foundstone / ePO Network Associates ePO Tipping Point IPS/IDS 	
CERTIFICATIONS	CERTIFICATIONS		
Security		Technical	
C EHCISSPGCIHGPCIGPEN	GSECGWAPTQSASecurity+	 MCAD MCDBA MCITP: Database Administrator MCSA: Security MCSD 	 MCSE: Security SAINT Certified Engineer Sophos Advanced Endpoint Specialist Sophos Sales Engineer



TONY MARTINEZ

Vice President, CTO MGT CONSULTING GROUP

Mr. Martinez has more than 15 years of experience in IT, managing internal operations, leading enterprise IT program development engagements, and providing strategic and tactical IT services in the private, public, and non-profit sector. As part of this experience, Mr. Martinez has also spent part of his career within the information security and privacy space in areas such as compliance, vulnerability assessment, physical penetration testing, social engineering and cyber security training and awareness programs. Mr. Martinez is proficient in driving successful IT engagements to completion and ensuring technology solutions meet organizational



AREAS OF EXPERTISE

Information Security Risk Assessments

demands to achieve optimal results.

- Cyber Security Compliance Services
- Enterprise Architecture Reviews
- Social Engineering
- Strategic IT Support

- IT Gap Assessments
- IT Project Management
- Cyber Security Training & Awareness
- Penetration Testing

EDUCATION

M.B.A., Florida Institute of Technology

B.S., Management Information Systems, University of South Florida

WORK EXPERIENCE

MGT Consulting Group, Vice President, CTO: June 2017 – Present

CyberSegur, LP, President: November 2015 - June 2017

(ISC)², Senior Operations Manager, North America: October 2011 – November 2015

Bisk Education: Operations Manager: June 2007 - October 2011 Web Piston: Senior IT Project Manager: August 2004 - June 2007

RELEVANT PROIECTS

- · City of Roseville, CA | Network Penetration Test
- · Bay County, MI | County-Wide Cyber Security Risk Assessment
- Fast Track Urgent Care | HIPAA Compliance Program
- 23-County Project, State of Michigan | IRS publication 1075, Cyber Security Compliance
- · Court Innovations | Web Application Penetration Testing



STACEY BANKS, CISSP, CCO, CRISC, CSM

Senior Security Consultant MGT CONSULTING GROUP

Ms. Banks has 20 years of experience in IT and information security within the public and private sectors. Her focus is on government regulatory compliance, IT audit, physical penetation testing, and security training.



AREAS OF EXPERTISE

- Government Regulatory Compliance
- IT Security Auditing

EDUCATION

M.B.A., Northcentral University, 2010 M.S., Network Security, Capitol College, 2004 B.S., Computer Science, SUNY-IT, 2002

- Supply Chain and Third Party Risk
- Security and Policy Planning

CERTIFICATIONS

Certified Information Systems Security Professional (CISSP)

Certified in Risk and Information Systems Control (CRISC)

Certified Confidentiality Officer (CCO) Certified Scrum Master (CSM)

WORK EXPERIENCE

MGT Consulting Group, Senior Security Consultant, April 2018 - Present

- Provide expert knowledge of cyber security, government regulatory compliance (inclusive of HIPAA, NIST, PCI, etc.), and incident response.
- · Lead cyber security engagements and conduct project management.

Circadence, Cyber Security Analyst, December 2017 – March 2018

• Conduct security vulnerability analysis, guidance, recommendations, and deficiency resolution support relating to securing the cyber range training platform.

TECO, Senior NERC Cyber Security Controls Analyst, June 2017 – December 2017

- Identify, formalize, and establish required evidence of NERC CIP compliance, such as network diagrams, access controls, ports and services, physical port security, malicious code prevention, security event monitoring, account management, and baseline components.
- Lead efforts in the development and enforcement of company policies, procedures, processes, plans, and standards
 that support and facilitate NERC CIP compliance. This entails populating and updating NERC CIP RSAWs, process
 documents, desk level procedures, disaster recovery plans, and other supporting evidence as demand and necessity
 arise.
- Subject Matter Expert (SME) in the development of management responses to internal/external NERC CIP audits and data requests in conjunction with respective management and staff.
- Identify and solve cyber security and compliance problems of varying complexity across multiple technology areas.
 Develop and implement appropriate technologies and systems used to analyze, assess, remediate/mitigate, alert, and respond to activities that occur before, during, and after events that may or may not lead to an incident (e.g., compromise, disruption, etc.).

Ameren, Cybersecurity Analyst, October 2016 – May 2017

- Conduct third-party risk assessments, ensuring cyber security within the supply chain.
- Redesign of cyber supply chain processes and procedures in relation to third-party risk for integration with forthcoming regulatory requirements from NERC/FERC.
- · Support and supplement in house forensic requirements and triage.

Maryland Defense Force, Cyber Vulnerability Assessment Officer, September 2015 – September 2016





STACEY BANKS, CISSP, CCO, CRISC, CSM

Senior Security Consultant MGT CONSULTING GROUP

- Provides support to the Maryland Military Department, improving the security stance of the State of Maryland agencies.
- Respond with the Maryland Military Department in case of a cyber emergency.
- Provide cybersecurity training as requested to other agencies.
- · Conduct security assessments as requested.

National Institute of Standards and Technology (NIST), IT Security Specialist, May 2015 – June 2016

- Conduct Assessment & Authorization (A&A) activities on NIST systems in accordance with Federal Information Security Management (FISMA) requirements.
- Conduct security documentation reviews ensuring control implementation is described appropriately.
- · Conduct security assessments to verify control implementation against security control requirements.
- Conduct secure configuration assessments and document the risks and plan of actions & milestones for the mitigation of IT security risks identified within the system.
- Conduct assessments of all Amazon Web Services (AWS) use cases and provide security review throughout the development and deployment of internal and public instances.

Tenable Network Security, Technical Compliance Analyst, September 2014 - May 2015

- · Maintain hands-on experience, including installation and operation, with the entire Tenable product line.
- · Serve as focal point for Tenable product validations and certifications, such as SCAP and Common Criteria.
- Monitor appropriate news sources and discussion lists for information and changes to multiple compliance standards.
- Research latest trends and regulations in Information Security to develop topical content for technical papers and blogs.
- Research, develop, and maintain technical papers/whitepapers describing how Tenable products aid in compliance with a particular regulation or standard.

Semper Fortis Solutions, Information Security Specialist, June 2014 – August 2014

- Provide security consulting expertise on NIST, DIACAP, DIARMF, ISO regulatory compliance.
- · Develop and deploy security policy and procedures.
- Conduct security assessments and audits.
- · Integrate security on internal research and development project.

Foreground Security, Security Engineer, October 2013 - May 2014

- Attending and representing client security department in all collaboration and security meetings.
- Achieving and maintaining a consensus within the client's environment involving all security related issues.
- Facilitating and coordinating information assurance activities required for successful ATO.
- Identify security vulnerabilities and provide guidance on risk mitigation.
- Provide technical and specialized guidance and solutions to security issues.
- As ISSO ensure security processes and documentation meets requirements.

Oxford Federal, LLC, Independent Senior Security Consultant, February 2007 – October 2013

- Provide security consulting expertise on system Certification and Accreditation for Federal systems using Federal (NIST) and DoD (DITSCAP and DIACAP) guidelines.
- Provide training in Information Security technical areas.
- Provide guidance on security policy creation and implementation.
- Assess the security postures and provide risk analysis for Federal systems.
- Support System Owners in meeting vulnerability mitigation requirements.



STACEY BANKS, CISSP, CCO, CRISC, CSM

Senior Security Consultant MGT CONSULTING GROUP

Develop applicable security documentation for systems inclusive of System Security Plans, Risk Assessments, Security
Test and Evaluations, Privacy Impact Analysis, Security Categorization, Contingency Plans, Continuance of Operations
Plans, System Security Authorization Agreements and others as requested.

Northrop Grumman, Sr. Information Security Analyst, October 2006 – February 2007

Perform duties as Action Officer in direct support to DISA CIO:

- Aggregate and evaluate information in support of providing recommendations on Certification and Accreditation decisions to the DISA CIO and DAA.
- Review documentation and accreditation requests in support of worldwide DISA missions.
- Work directly with Project Managers, Certifying Authority, and Information Assurance Managers in support of accreditation efforts.
- Prepares IA related briefings, reports, and studies, to include drafting briefings to the DISA Corporate Board and the DISA Operations IA Update meeting.
- · Reviews federal and DOD IA policy for implementation within DISA.

Lunarline, Inc., Senior Security Analyst / CSSO, October 2005 – October 2006

- Designated as Contractor Special Security Officer (CSSO) provided management of both the security program and clearance processing.
- Conduct information security certification and accreditation efforts for various systems and projects. Accredit
 applications, systems, and networks in accordance with appropriate NIST, DITSCAP, DIACAP, FISMA, and additional
 requirements as necessary. Prepare full Certification and Accreditation (C&A) packages, Self-Assessments, Risk
 Assessments, and Security Test and Evaluations.

Electronic Data Systems, Infrastructure Specialist, October 2004 – October 2005

Primary duties as an Internal Information Technology Auditor, UNIX Specialist, for DISA:

- Provide expert security vulnerability analysis, guidance, recommendations, and deficiency resolution support relating
 to the UNIX operating system in support of the customer. Analyzes the UNIX and Linux operating environments at the
 customer site and determines security vulnerabilities, recommending fixes, and supporting the on-site personnel in
 completing the implementation of these fixes.
- Provides follow-up support to both FSO and the sites that are reviewed. Enters all findings data into the Vulnerability
 Management System (VMS) for the reviews performed and ensures that all the data is technically valid and accurate in
 order to give the customer an accurate reading of their security readiness. Researches problems that arise in the
 running of the FSO automated scripts and recommends ways to fix the problem.
- Certified as a DISA Level 2 Systems Administrator in the UNIX operating systems and is a Certified System
 Administrator for the Vulnerability Compliance and Tracking System (VCTS) and Vulnerability Management System
 (VMS).
- Began development of new Linux course and UNIX based Web Reviewer Walkthrough.

Computer Sciences Corporation, Associate Member Technical Staff, April 2002 – October 2004

Perform duties as UNIX System/Network Administrator and Site Accounts Manager for the AFRL High Performance Computing Network Center. Highlights of achievements:

- Recipient of acknowledgment for contribution in the MITRE Technical Report: HPEC-SI Demonstration: Common Imagery Processor (www.hpec-si.org/HPEC-SI_CIP_Demonstration.pdf) for responsiveness in technical troubleshooting and resolving issues to ensure availability of the systems required for the effort.
- Staff Training: Took the initiative to train other members of CSC staff in the Customer Support techniques required for the HPC Facility to ensure other trained members of staff are available.
- Service Quality: Supports internal and external users of network systems. Prompt response time and availability to work with users one-on-one has resulted in praise from internal and external users.



STACEY BANKS, CISSP, CCO, CRISC, CSM

Senior Security Consultant MGT CONSULTING GROUP

- Support a continuously growing network that has expanded from 20+ machines to nearly 200 within the previous two years. Maintain system integrity, functionality and security on all network assets.
- Worked jointly with team member to assemble and network an in-house 26 node Heterogeneous cluster. Successful
 completion and operability of system lead to tasking of development of two identical clusters.
- As Site Account Manager organized and streamlined process for account management across the network.

PUBLICATIONS | PRESENTATIONS

Banks, S. The Federal Information Security Modernization Act. Tenable Network Security Blog. January 2015.

Banks, S. Securing the Information Border: An SDLC Approach to Security and Privacy Protection. Cutter IT Journal. August 2009.

Banks, S., Choi, P. Security Within the Public Cloud. Special Operations Forces Industry Conference (SOFIC), June 2009.

Protecting Third Party Risk from Plundering, BSides Tampa, Tampa, February 2017.

Why Compliance Matters: You've Been Doing It Wrong, ShowMeCon, St. Louis, June 2016.

Breaking Barriers: Adversarial Thinking for Defenders, NoloCon, New Orleans, May 2016.

Espionage is Easy Because Your Security Compliance is S#!7, O'Reilly OSCON, Austin, May 2016.

Hacker Q&A Panel, CARE Con, Philadelphia, April 2016.

Speaker Q&A Panel, BloomCon, Bloomsburg, February 2016.

Breaking Barriers: Adversarial Thinking for Defenders, BloomCon, Bloomsburg, February 2016.

Spy vs. Spy: How to Use Breakable Dependencies to Your Advantage, DerbyCon, Louisville, September 2015.

It's What's on the Inside That Counts, Skytalks, Las Vegas, August 2015.

Securing Your Assets from Espionage, BSidesDE, New Castle, November 2014.

Securing Your Assets from Espionage, Unallocated Space, Severn, November 2014.

Securing Your Assets from Espionage, DerbyCon, Louisville, September 2014.

Alternate speaker "Gurl's Guide to Breaking OpSec, ShmooCon FireTalks, DC, January 2014.

Getting Started with Consulting, Unallocated Space, Severn, March 2014.

The Gurl's Guide to Breaking OpSec, NoVaHa, Fairfax, December 2013.

Information Security Essentials for Critical Infrastructure, Critical Infrastructure Symposium, Arlington, April 2012.

Business Espionage Countermeasures, Counterintelligence & Security Concerns for 2012, Arlington, April 2012.

Creating Effective Capabilities Statements, She's Geeky, Mountain View, January 2012.

Women Owned Small Business: Opportunities and Certification, She's Geeky, Mountain View, January 2012.

Industry Panel: Life after School, NYC Women in Computing, April 2011.

Business Espionage Controls and Countermeasures, FAA TWO Conference, Atlantic City, August 2010.

Security Basics, She's Geeky, Mountain View, January 2010.

Transitioning to Consulting, She's Geeky, Mountain View, January 2010.

Defensive Techniques for Social Engineering, 22nd Annual FISSEA Conference, Gaithersburg, March 2009.

Reverse Engineering Your Rate, She's Geeky, Mountain View, January 2009.

Privacy Impact Assessments, DOT Security Awareness Training, Washington D.C., August 2008.

Insider Threat, DOT Cyber Security Week, Washington D.C., June 2008.

Selling Your Technology to the Federal Government: Getting Started in Government Contracting, She's Geeky, Mountain View, October 2007.



PARUL PATEL

Manager

MGT CONSULTING GROUP

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:

- Government Cost Allocation Plans (Federal Circular OMB A-87)
- Full Cost Allocation Plans (GAAP)
- User Fee Studies
- Indirect Cost Rate Proposals
- Financial Reporting and Analysis

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
- Indirect Cost Rates
- User Fee Studies

- Management Consulting
- Client Training
- Audit/Negotiations

EDUCATION

M.B.A., Finance & IT, American University B.S., Business Management & Finance, North Carolina State University

WORK EXPERIENCE

MGT Consulting of America, LLC. Senior Consultant, 2013-present Maximus, Inc., Manager, Principal Consultant, Senior Consultant **Bering Point, Consultant**

REPRESENTATIVE CLIENTS

- City of Coral Springs, FL
- City of Hollywood, FL
- City of Margate, FL
- City of Newport News, VA
 City of Sunrise, FL
- City of Portsmouth, FL
- City of Rockville, MD
- City of St. Petersburg, FL
- City of Suffolk, VA
- 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

VI. REFERENCES

Provided below are references for whom comparable services were completed within the last two years.

BAY COUNTY (CURRENT CLIENT)

Timeframe – 4/11/2018 -currently working on this Client Point of Contact: Julie Coppens – Director of IT (989) 895-4090 | coppensj@baycounty.net

CITY OF ROSEVILLE

Time frame – 6/1/2017 through 6/30/2017 Client Point of Contact – Norm Hinman, Information Security Officer (916) 774-5408 | nhinman@roseville.ca.us

$(ISC)^2$

Time frame – 3/1/2017 through 7/17/2017 Client Point of Contact – Sommer Hess, Senior Release Manager shess@isc2.org | (727) 785-0189

VITAL RECORDS CONTROL COMPANIES

Time frame – 6/1/2017 through 6/15/2017 Client Point of Contact – Tony Maro, Vice President, Information Technology (304) 536-1290 | tmaro@vrcnetwork.com

Additional Local and State government technology-related projects MGT completed include:

- California Department of Information Technology Reengineering and Management of Information Technology - 2012
- California Health and Human Services Data Center Information Technology Systems Project Assessment - 2012
- Bay County, Michigan IRS p 1075 information security controls compliance Oct 2017
- Benzie County, Michigan IRS p 1075 information security controls compliance Nov 2017
- Cass County, Michigan IRS p 1075 information security controls compliance Oct 2017
- Emmet County, Michigan IRS p 1075 information security controls compliance Oct 2017
- Gratiot County, Michigan IRS p 1075 information security controls compliance Nov 2017
- Ingham County, Michigan IRS p 1075 information security controls compliance Oct 2017
- Ionia County, Michigan IRS p 1075 information security controls compliance Nov 2017
- losco County, Michigan IRS p 1075 information security controls compliance Nov 2017
- Jackson County, Michigan IRS p 1075 information security controls compliance Nov 2017



VI. REFERENCES

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- Lapeer County, Michigan IRS p 1075 information security controls compliance Nov 2017
- Lenawee County, Michigan IRS p 1075 information security controls compliance Dec 2017
- Livingston County, Michigan IRS p 1075 information security controls compliance Dec 2017
- Manistee County, Michigan IRS p 1075 information security controls compliance Dec 2017
- Marquette County, Michigan IRS p 1075 information security controls compliance Dec 2017
- Mecosta County, Michigan IRS p 1075 information security controls compliance Dec 2017
- ◆ Menominee County, Michigan IRS p 1075 information security controls compliance Dec 2017
- Midland County, Michigan IRS p 1075 information security controls compliance Jan 2018
- Oceana County, Michigan IRS p 1075 information security controls compliance Jan 2018
- Roscommon County, Michigan IRS p 1075 information security controls compliance Jan 2018
- Washtenaw County, Michigan IRS p 1075 information security controls compliance Jan 2018

California Department of Child Support Services Management Information Technology Division Review

MGT was hired by the California Department of Child Support Services (DCSS) to conduct a review of the department's Information Technology (IT) division. The DCSS's goals in commissioning this study were to assist the executive staff in evaluating the staffing levels and current functions of the department's IT staff to determine the appropriate scope, character, and resources needed for an effective and efficient systems maintenance and operations organization.

California Department of Forestry and Fire Protection Information Technology Staff Analysis

MGT conducted an information technology staff analysis for the California Department of Forestry and Fire Protection in Sacramento, California. MGT analyzed the staffing levels within the Information Technology Services (ITS) unit to determine the number and type of additional positions needed given the size and nature of the CDF information technology environment. The analysis included a comparison of CDF ITS staff and their working environment against other private sector and government information technology operations of similar size and scope. The review also utilized industry standards to determine the number of positions needed to support and maintain CDF systems, including central application and database servers as well as field offices using WAN and RAS connections.

California Department of Information Technology Information Technology Planning and Management

The California Department of Information Technology hired MGT to help evaluate and implement best practices for information technology planning and management. During the course of this engagement, MGT provided guidance to DOIT management regarding the development of program objectives and assisted in the implementation of new procedures regarding its oversight programs. MGT also provided advice and counsel with regard to current and pending legislation affecting DOIT.

California Department of Information Technology Reengineering and Management of Information Technology

The California Department of Information Technology engaged MGT to review and reengineer, to the extent necessary, components of the Information Technology Management Life Cycle. The Management Life Cycle is an integrated approach to project planning, development, and ongoing life cycle

VI. REFERENCES

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management of information technology, including asset management. The engagement included a review of the organization s structure to determine appropriate reporting roles and span of control. The goal of the project was to help the organization continuously improve how it assists state departments in developing and managing IT projects.

California Health and Human Services Data Center Information Technology Project Assessment

The California Health and Human Services Agency and the Health and Human Services Data Center hired MGT to assess California's current information technology project funding and authorization processes and time frames. Through interviews, surveys, and a review of the literature, MGT identified the inefficiencies of the existing process, identified alternative methods for IT funding and authorization, and evaluated these alternatives for use in California.

County of Orange Chief Executive Officer/Information Technology Cost Recovery Study

MGT performed a cost recovery study for the CEO/Information Technology Department of Orange County, California. The study involved three interrelated studies on the funding of information technology (IT) services within the county. In the funding model study, MGT identified alternative funding models and analyzed new sources of funding for IT services. The cost allocation study focused on ensuring the accurate and appropriate allocation of overhead costs to the department's service offerings. MGT's responsibilities in the user rate study included reviewing the current fee and rate structures, calculating the current costs of providing the services, and recommending changes in the structures and individual rates.

VII. CONCLUSION

We are excited to propose our qualifications and earn the right to be a trusted advisor and partner to the County. Based on our understanding of your requirements, we are confident our qualifications, skills and experience address your specific needs. Our goal is to help you succeed. As we submit our response to this RFP, we look forward to our engagement with confidence and optimism.

REQUIRED FORMS AND DOCUMENTATION

AGREEMENT

The proposer hereby offers to enter into an agreement with the Clerk of the Circuit Court, Collier County, Florida to provide Network Security Assessment provide staff augmentation, support and services in accordance with the RFP specifications.

NAME OF COMPANY: MGT of America Consulting, LLC ADDRESS: 516 North Adams St., Tallahassee, FL

32301

TELEPHONE NO: 813.454.8386 TOLL FREE NO:

PRINCIPAL CONTACT: Mr. Tony Martinez TITLE: Vice President, Cybersecurity Services

ACCOUNT REPRESENTATIVE (Must notify Clerk if a change occurs) Mr. Tony Martinez

Location of office from which the account will be serviced: 4320 W Kennedy Blvd, Tampa, FL 33609

FINANCIAL STATEMENTS

Submit a copy of your latest financial statements as attested to by your external Certified Public Accountants.

ATTACHED: YES **★** NO_____

If NO, please explain.

Proposal Summary Pages

Proposer: Complete the following:

The proposer hereby offers to enter into an agreement with the Clerk of the Circuit Court, Collier County, Florida to provide Network Security Assessment provide staff augmentation, support and services in accordance with the RFP specifications.

MGT of America Consulting, LLC

NAME OF COMPANY: ADDRESS: 516 North Adams Street, Tallahassee, FL 32301

TELEPHONE NO: 813.454.8386 TOLL FREE NO:

PRINCIPAL CONTACT: Tony Martinez

TITLE: CTO, Vice President, Cyber Security

ACCOUNT REPRESENTATIVE (Must notify Clerk if a change occurs) Tony Martinez

Location of office from which the account will be serviced:

4320 West Kennedy Boulevard

Tampa, FL 33609

Financial References:

Provide a list of references who can substantiate your ability to continue to support the services required for the period of this contract. A MINIMUM OF TWO (2) REFERENCES IS REQUIRED. Where possible, include Florida references. Include this information as an appendix to your proposal.

Financial Statements Report:

Submit a copy of your latest financial statements as attested to by your external Certified Public Accountants.

ATTACHED:	YES	X	NO	
If NO, please e	xplain.			

Proposer's Check List

RFP 2018-005 Network Security Assessment

THIS SHEET MUST BE SIGNED BY VENDOR

The undersigned, as proposer, hereby declares that he has examined the specifications and informed himself fully in regard to all conditions. The proposer further declares that the only persons, company or parties interested in this proposal or the contract to be entered into as principals are named herein and that this proposal is made without connection with any other person, company or companies submitting a bid or proposal and it is in all respects fair and in good faith, without collusion or fraud.

The proposer proposes and agrees, if this proposal is accepted, to contract with the Clerk of the Circuit Court and furnish in complete accordance with the attached specifications, according to the following unit prices included in herein response to RFP 2018-005 Network Security Assessment.

Proposal Submitted By: MGT of America Consulting, LLC

Address:	516 North Adams Street, Tallahassee, FL 32301
Telephone: _	813.454.8386
This proposal following Exh	contains all the information requested in the Request for Proposal, including the ibits and information:
_X	Proposer Checklist - signed
_X	Exhibit A – Proposal Exception Form
X	Exhibit B – Sworn Statement on Public Entity Crimes
In	Ed Leamon
Signature of A	Authorized Individual
_Fred Seam	on
Typed Name	
Executive	Vice President
Title	
June 19, 20 Date	18
Dute	

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your bid proposal. Proposer should check off each of the following items as the necessary action is completed:

- X The proposal has been signed.
- Xi The proposal prices offered have been reviewed.
- X) The price extensions and totals have been checked.
- Xi The payment terms have been indicated.
- Xi Any addenda have been signed and included.
- X The mailing envelope has been addressed to:

Clerk of the Circuit Court, Collier County ATTN: Sue Barbiretti

3315 Tamiami Trail E Suite 102 Courthouse Annex 2nd Floor, Room 213 Naples, FL 34112-5324

Telephone: (239) 252-8472

Fax: (239) 252-2755

X The mailing envelope must be clearly marked with:

RFP 2018-005 Network Security Assessment

The proposal will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise proposal cannot be considered)

Opening Date and Time, June 22, 2018 2:00 p.m. EST

ALL COURIER-DELIVERIES MUST HAVE THE PROPOSAL NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

	MGT of America Consulting, LLC
Signature & Title	The Semon Executive Vice President
Date _June 19,	2018

EXHIBIT A

RFP 2018-002 Network Security Assessment

PROPOSAL EXCEPTION FORM

YES	NO If no, detail below.
EXCEPTIONS to the requirements in th	is Request for Proposal:
Page:	
Paragraph or Item Number:	
Exception/Deviation:	
Describe:	
Page:	
Paragraph or Item Number:	
Exception/Deviation:	
Describe:	
Describe:	

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid, Proposal or Contract No. <u>RFP 2018-005</u> For <u>Network Security Assessment</u>
2.	This sworn statement is submitted by <u>MGT of America Consulting, LLC</u> (Name of entity submitting sworn statement) whose business address is: <u>516 North Adams Street, Tallahassee, FL 32301</u>
	(if applicable) its Federal Employer Identification Number (FEIN) is 81-0890071 (If the entity has no FEIN; include the Social Security Number of the individual signing this
	sworn statement:
3.	My name is <u>Fred Seamon</u> and my relationship to the entity named (please print name of individual signing)
	above is <u>Executive Vice President</u> .
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes , means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes , means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
	a. A predecessor or successor of a person convicted of a public entity crime;
	or
	b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during

the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X	_Neither the entity submitting this sworn statement, nor any officers, directors, executives,
	partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	_The entity submitting this sworn statement, or one of the officers, directors,
	the entity submitting this sworn statement, of one of the officers, directors,

executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM,

(Signature) STATE OF Florida COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred Seamon who, after first being sworn by

> SHANNON BLAKEY MY COMMISSION # GG 038418 EXPIRES: October 13, 2020 Bonded Thru Notary Public Underwriters

Commission number: <u>GG</u> 038418

Commission expires: 10-13-2020

APPENDIX A. FINANCIAL REFERENCES

FINANCIAL STABILITY

MGT of America Consulting, LLC was established more than 40 years ago for the purpose of providing high quality management consulting services to state and local government agencies nationwide. We have maintained slow and steady growth since our beginning. The firm today employs more than 80 professionals with offices in Florida, California, Colorado, Kansas, Maryland, Michigan, North Carolina, Texas, Virginia, and Washington. We certify that we are a financially sound company and are capable of providing the resources required to complete this project successfully.

FINANCIAL REFERENCES

US AMERICABANK/VALLEY NATIONAL BANK Emma Weisman
405 North Westshore Boulevard
Tampa, FL 33609
813.739.3365

STRATEGOS PUBLIC AFFAIRS Chris Sparks 4320 West Kennedy Boulevard Tampa, FL 33609 813.957.5505 csparks@strategosgroup.com

APPENDIX B. FINANCIAL STATEMENTS REPORT

Financial Statements

MGT of America Consulting, LLC

Year ended June 30, 2017



APPENDIX B. FINANCIAL STATEMENTS REPORT

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MGT of America Consulting, LLC

Financial Statements

Year ended June 30, 2017

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Statement of Operations	4
Notes to Financial Statements	5

MGT of America Consulting, LLC

Financial Statements

Year ended June 30, 2017

Balance Sheet

2 200 2 10		
Current Assets:		
Cash and cash equivalents	\$	1,152,085
Accounts receivable, net		3,052,737
Unbilled receivables		1,962,355
Prepaid expenses	_	111,028
Total current assets		6,278,205
Property and equipment, net		89,667
Goodwill		4,012,595
Intangibles, net		349,988
Deposits		53,160
Total assets	<u>\$</u>	10,783,615
Liabilities and stockholder's equity		
Current liabilities		
Accounts payable	\$	2,024,540
Lines of credit		3,334,106
Deferred Revenue		1,081,749
Short term notes due to related parties	_	10,000
Total current liabilities		6,450,395
Due to related party		372,526
Long-term debt, less current portion due to related party		751,507
Accrued liabilities		327,396
Total liabilities		7,901,824
Stockholders' equity		
Parent equity		1,884,060
Net income		997,731
Total stockholders' equity		2,881,791
Total liabilities and stockholders' equity	\$	10,783,615
1 0		

Assets

MGT of America Consulting, LLC

Financial Statements

Year ended June 30, 2017

Statement of Operations

Revenue	\$	12,829,124
Operating Expenses		
Salaries and employee benefits		6,646,458
Contract labor		2,421,084
Travel		904,449
Rent		488,066
Office		14,274
Depreciation and amortization		123,509
Telephone		111,417
Professional fees		173,584
Copying		45,839
Taxes, excluding income taxes		23,434
Computer and data services		128,493
Postage		42,899
Insurance		106,853
Conference fees		20,161
Entertainment		13,101
Dues and subscriptions		99,193
Utilities		9,572
Interest		391,127
Sponsorship		40,375
Advertising		2,350
Donations		10,600
Miscellaneous		14,655
Total operating expenses		11,831,493
Income from operations		997,701
Nonoperating income and expenses		
Other revenue		30
Total nonoperating income and expenses		30
Net income	<u>\$</u>	997,731

MGT of America Consulting, LLC

Financial Statements

Year ended June 30, 2017

Significant Accounting Policies and General information

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

MGT is a nationwide professional services firm that delivers a diverse range of services to a variety of public sector organizations and nonprofit groups. With a national reputation and impressive track record of business from repeat clients, we provide customized solutions, objective research, creative recommendations and quality products that respond to each client's unique needs and time requirements. Our mission is to provide high quality, value-added consulting solutions that exceed the expectations of our clients and provides a meaningful return on investment. MGT goes far beyond the ordinary by affirming our organization's commitment to improving the quality of life for the people served by our clients.

Revenue Recognition

Revenue is recognized as services are rendered. The asset, unbilled receivables, represents revenues recognized in excess of billed amounts. The liability, unearned revenues, represents contracts that are billed prior to being earned

Cash and Cash Equivalents

MGT considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash and cash equivalents include cash or deposits with financial institutions and deposits in highly liquid money market securities. Deposits with financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor. Bank deposits at times may exceed federally insured limits.

Accounts Receivable

Accounts receivable are recorded at net realizable value. MGT establishes a general reserve based on the company's average historical write-off percentage, in conjunction with a specific reserve for receivables with known collection problems due to circumstances such as liquidity or bankruptcy.

Property and Equipment

Property and equipment is carried at cost, net of accumulated depreciation and amortization. Maintenance repairs and minor improvements are expensed as incurred. Depreciation is computed using the straight-line method of depreciation over the estimated useful lives of the assets, which range from 3 to 15 years.



APPENDIX B. FINANCIAL STATEMENTS REPORT

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MGT of America Consulting, LLC

Financial Statements

Year ended June 30, 2017

Significant Accounting Policies and General information (continued)

Income Taxes

MGT is not a taxable entity for federal income tax purposes, the results of its operations are included in the federal tax returns of the partners. Accordingly, federal income taxes are not reflected in the financial statements. The Partnership is subject to state and local business taxes.

Use of Estimates

The preparation of financial statements requires MGT to make estimates and assumptions that affect results during the periods reported. Estimates are used to account for certain items such as employee benefit programs. Estimates are bases on assumptions MGT believes are reasonable under the circumstances. Due to the inherent uncertainty involved with estimates, actual results may differ.

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF SERVICES.

MASTER ENGAGEMENT AGREEMENT BY AND BETWEEN MGT OF AMERICA CONSULTING, LLC AND

THIS MASTER ENGAGEMENT AGREEMENT (the "Agreement"), made and entered into as of ______, (the "Effective Date"), by and between MGT OF AMERICA CONSULTING, LLC, with offices located at 516 North Adams Street, Tallahassee, FL 32301 ("MGT") and ______, with offices located at ______ ("Client" or "_______"), sets forth the parties' understanding pursuant to which MGT shall be engaged by Client.

I. SCOPE OF WORK

The scope of work of MGT's services hereunder (the "Services") shall be set out in Annexes to this Agreement. Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the services to be performed by MGT, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT's fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

II. STAFFING

MGT shall assign such staff members as identified in the applicable Annex to perform the Services. Should any of the employees listed in an Annex be unable to perform the Services, MGT may substitute another similarly qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services.

III. FEES AND DISBURSEMENTS

MGT shall provide the Services for the professional fees set forth in the applicable Annex.

If any taxes are required to be deducted or withheld from any payments made by Client to MGT hereunder, then Client shall (i) withhold or deduct the required amount and promptly pay such taxes to the applicable tax authority, and (ii) pay additional amounts to MGT so that the net amount actually received by MGT after such withholding or deduction or tax is equal to the amount that MGT would have received had no such withholding or deduction been required or tax been imposed.

All invoices submitted by MGT to Client shall be due and payable upon receipt. MGT reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

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IV. TERM AND TERMINATION

This Agreement shall be effective from _______, 2018 ("Effective Date") through _______, 2018 (the "Expiration Date"). Unless terminated, either party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice to the other party (the "Termination Date"). In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V.B. below.

V. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions.

B. General Indemnification

Client shall indemnify MGT and its present and former officers, directors, employees and agents (collectively, "Indemnitees") against any loss or expense (including, without limitation, attorneys' fees) which any Indemnitee may incur as the result of any claim, suit or proceeding made or brought against such Indemnitee or in which such Indemnitee is asked to participate, based upon any materials MGT prepares, publishes or disseminates for Client and based upon information provided or approved by Client prior to its preparation, publication or dissemination, as well as any claim or suit arising out of the nature or use of Client's products or services or any Indemnitee's relationship with Client, except for losses or expenses that result from any Indemnitee's negligence or willful misconduct.

C. Confidentiality

MGT shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show

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that the relevant information:

- i) was at the time of receipt already in MGT's possession;
- ii) is, or becomes in the future, public knowledge through no fault or omission of MGT;
- iii) was received from a third-party having the right to disclose it; or
- iv) is required to be disclosed by law.

D. Non-Solicitation

For a period of three years after the Term of this Agreement, Client shall not, without MGT's prior written consent, hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by or an independent director of MGT. Client acknowledges that the specialized nature of MGT's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon MGT and that MGT shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder.

E. Force Majeure

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

F. Exclusion of Liability caused by Political or Regulatory Decisions

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT cannot be held responsible for and cannot be held liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

G. Governing Law, Submission to Jurisdiction and Consent to Suit

This agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Florida (irrespective of the choice of laws principles of the state of Florida) as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Client submits itself and its property in any legal action or proceeding relating to this agreement to the nonexclusive jurisdiction of any state or federal court of competent jurisdiction in the eleventh (11th) circuit, and any other jurisdiction where it or any of its property

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may be found, and client hereby accepts venue in each such court.

H. Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable retired judge or JAMS for mediation. The mediation shall take place in Tampa, Florida.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

I. Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or

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transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

J. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

K. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

L. Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

M. Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

N. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Master Engagement Agreement as of the date first above written.

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AGREED TO AND ACCEPTED:

MGT OF AMERICA CONSULTING, LLC

>>CLIENT<<

Signature	Signature
Name	Name
Title	Title
Date	Date
516 North Adams Street Tallahassee, FL 32301 850.386.3191	
FEIN: 81-0890071	FEIN:

* * *

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ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT DATED AS OF
This Annex No. 1 (this "Annex") to the Master Engagement Agreement (the "Agreement") by and between MGT of America Consulting, LLC ("MGT") and, ("Client" or ""), sets forth the parties' understanding pursuant to which MGT shall provide the below-specified Services to Client.
I. SCOPE OF WORK
Situation Statement:
<u>Deliverables</u> : MGT shall provide the following Services to Client:
II. STAFFING
The following key MGT staff members shall be assigned to assist in the performance of the above Services:
Staff Member

MGT may assign additional staff members as needed to address Agreement Scope. Staff

{Insert Staff Member} {Insert Staff Member}

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assignments may reasonably change throughout Agreement term based on conditions required to achieve Client objectives.

III. COMPENSATION

Compensation for services shall be paid in a lump sum payment $\{Insert Contracted dollars\}$ Dollars $\{S_0, 0\}$ ("Compensation") invoiced at the beginning of each month and payable upon receipt.

IV. TERM AND TERMINATION

This Agreement shall be effective from ______, 2018 ("Effective Date") through ______, 2018 (the "Expiration Date"). Unless terminated, either party shall have the right to terminate this Agreement by giving thirty (30) days' prior written notice to the other party (the "Termination Date"). In the event that this Agreement is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V.B. below.

Upon execution by the parties, this Annex to the Master Engagement Agreement is incorporated by reference in and subject to the terms and conditions set forth in the Agreement.

AGREED TO AND ACCEPTED:

MGT OF AMERICA CONSULTING, LLC	>>CLIENT<<
Signature	Signature
Name	Name
Title	Title
Date	Date
516 North Adams Street Tallahassee, FL 32301 850.386.3191	
FEIN: 81-0890071	FEIN:

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