

AN ORDINANCE 2014 - 04 - 17 - 0 2 6 1

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT OF UP TO \$51,700.00 WITH MGT OF AMERICA, INC. TO PROVIDE THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT (ITSD) WITH AN IT COST ALLOCATION MODEL.

* * * * *

WHEREAS, the City of San Antonio's Information Technology Services Department (ITSD), in conjunction with the Office of Management and Budget and the City's Finance Department, developed a distributed IT Cost Allocation Model that provided an approach for distributing costs for IT provided goods and services; and

WHEREAS, the originally developed model requires updating to ensure equitable IT cost distribution and compliance with State and Federal guidelines, including OMB Circular A-87 standards and applicable FAA Advisory Circulars, and

WHEREAS, The City issued REQUEST FOR PROPOSAL ("RFP") NO.: 6100003596 (RFCSP-013-023), and MGT of America, Inc. was selected to provide ITSD with a Cost Allocation Model for an amount up to \$51,700.00; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. An agreement with MGT of America, Inc., to provide ITSD with a Cost Allocation Model for an amount of up to \$51,700.00, is hereby approved. A copy of the Agreement in substantially similar form is attached hereto and is incorporated by reference as **Attachment 1**.

SECTION 2. Funding in the amount of \$51,700.00 for this ordinance is available for Fund 74001000, Cost Center 0901010001 and General Ledger 5201040, as part of the Fiscal Year 2014 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to MGT of America, Inc. and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

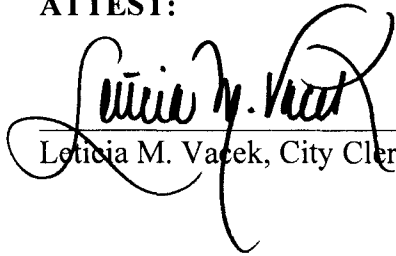
JK
4/17/14
Item #21

PASSED and APPROVED this 17th day of April, 2014.



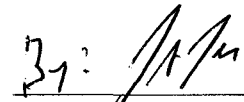
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Robert F. Greenblum, City Attorney

Voting Results Interface

Agenda Item:	21 (in consent vote: 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 17A, 17B, 18, 18A, 18B, 19, 21, 23, 24, 26, 27, 28, 29, 30, 30A, 30B, 31)						
Date:	04/17/2014						
Time:	09:47:00 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a professional services contract of up to \$51,700.00 with MGT of America, Inc. to provide the Information Technology Services Department (ITSD) with an IT Cost Allocation Model. [Ben Gorzell, Chief Financial Officer; Hugh Miller, Director, Information Technology Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

INTEGRATION AGREEMENT FOR IT COST ALLOCATION MODEL FOR IT SERVICES

**REQUEST FOR PROPOSAL (“RFP”)
NO.: 6100003596 (RFCSP-013-023)**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS (“CITY”)
AND
MGT OF AMERICA, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and MGT OF AMERICA, INC. (MGT), a corporation chartered under the laws of the State of Florida, both of which may be referred to herein collectively as the “Parties”.

WHEREAS, the City of San Antonio Information Technology Services Department (“ITSD”) is structured as a centralized IT service organization and provides information technology (IT) services to 36 City Departments; and

WHEREAS, ITSD provides secure, reliable and responsive enterprise-level technology and business solutions that facilitate and enhance the City’s effectiveness in serving the citizens of San Antonio; and

WHEREAS, ITSD has a need to develop a methodology for classifying which IT services and costs are to be included in a cost allocation model and which are to be directly charged back to departments, and to a develop methodology for calculating the total IT cost of service, including the cost of future infrastructure replacement, with supporting documentation for the recommended methodology to include, but not limited to, best practices in the public and private sector, as well as alternative methodologies; NOW THEREFORE:

FOR VALUABLE CONSIDERATION, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement, including;

Attachment I

- b. City's Request for Proposal No.: 6100003596 (RFP-013-023) (Exhibit A), including all attachments, addendums and clarification statements thereto;
- c. MGT Price Schedule (Exhibit B); and
- d. MGT Statement of Work (SOW) (Exhibit C).
- e. MGT proposal submitted in response to City's RFP (Exhibit D).

2.0 ENTIRE AGREEMENT


This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

MGT OF AMERICA, INC.

Hugh Miller
Chief Technology Officer
Date: _____



J. Bradley Burgess
Vice President
Date: 4-15-14

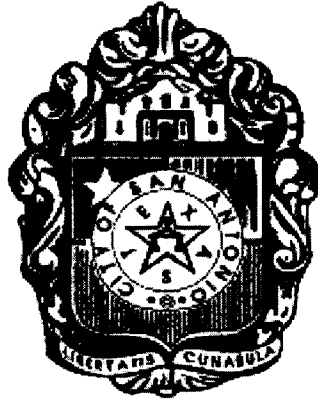
Approved as to Form:

Assistant City Attorney

Exhibit A

CITY OF SAN ANTONIO

INFORMATION TECHNOLOGY SERVICES DEPARTMENT



REQUEST FOR PROPOSAL

**("RFP")
(RFP-013-023)**

for

IT COST ALLOCATION MODEL FOR IT SERVICES

6100003596

Release Date: OCTOBER 11, 2013
Proposals Due: NOVEMBER 15, 2013

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003 - BACKGROUND

The City of San Antonio ("City"), Information Technology Services Department ("ITSD") seeks proposals from qualified Respondents interested in developing a cost allocation model for IT services. The City wishes to have its existing cost allocation model updated and certified in preparation for the FY 2015 Budget. The City's current model was last modified in preparation for the FY 2008 Budget.

Department Background

ITSD is structured as a centralized IT service organization and provides information technology (IT) services to 36 City Departments. ITSD provides secure, reliable and responsive enterprise-level technology and business solutions that facilitate and enhance the City's effectiveness in serving the citizens of San Antonio. ITSD has approximately 345 employees and is divided into the following four major service divisions.

Enterprise Application Division

The Enterprise Application Division provides business system solutions by developing, enhancing and maintaining business applications. The division is comprised of 120 positions and provides services to all city departments. The current application portfolio contains over 500 existing business applications.

Enterprise Infrastructure Division

The Enterprise Infrastructure Division manages hosting and communications (voice, data, video, and radio) solutions. Supporting one of the nation's most modern municipal infrastructures, this division is comprised of 80 positions.

Public Safety Technology Division

The Public Safety Technology Division has more than 25 dedicated positions that provide strategic and tactical planning and support to the public safety and ITSD Executive Team.

Customer Relations Division

The Customer Relations Division with its 95 positions provides support for all IT customer facing functions. These functions include the IT Fiscal and Budget, Asset Receiving and Distributions, Call Center, and Client Services Support.

The Office of the CTO (OCTO) currently oversees the Project and Portfolio Management Office, which includes all Project Managers, Business Relationship Managers, Business Analysts, and the Security Office which includes the Chief Information Security Officer and all security personnel. These IT sections have a total of approximately 35 employees.

Department Expenses

ITSD budgeted \$43.8 M in FY 2012 for general operating expenses. In addition, \$615,262 was budgeted for indirect General Fund costs and \$1.06 M for debt service expenses. The table below provides a six (6) year summary of ITSD's expenses:

Historical Data - Expenses

	FY 2007 Actuals	FY 2008 Actuals	FY 2009 Actuals	FY 2010 Actuals	FY 2011 Actuals	FY 2012 Actuals	FY 2013 Budget
Operating Expenses	\$33,605,200	\$38,841,046	\$38,487,715	\$39,327,751	\$40,531,853	\$37,779,906	\$42,848,821
General Fund Indirect Costs	\$442,374	\$546,952	\$630,671	\$657,615	\$615,262	\$775,443	\$775,443
Debt Service	0	0	0	0	\$173,013	\$1,042,394	\$1,040,392
IT Portfolio Investment Projects	0	0	0	\$3,438,224	\$283,103	\$47,393	\$100,000
Other	\$66,568	\$68,565	\$69,720	\$69,720	0	\$575,345	
TOTAL	\$34,114,142	\$39,456,563	\$39,188,106	\$43,493,310	\$41,603,231	\$40,220,481	\$44,764,656

Department Revenue and IT Assessment Fee

Funding for ITSD comes from the Information Technology Services Fund (ITS Fund) which is an internal service fund that is derived largely from an Assessment Fee charged to other Departments and Funds. Other revenue sources for the Fund include: A transfer from the City's Police and Fire Departments for the maintenance of the City's Computer Aided Dispatch and Records Management Systems (CAD/RMS); Wireless Surcharges; and Telecommunication charges to other departmental funds, (for the usage of cell phones, pagers, and for radio repairs). The table below provides a six (6) year review of revenue collected within the ITS Fund.

Historical Data - Revenue

	FY 2007 Actuals	FY 2008 Actuals	FY 2009 Actuals	FY 2010 Actuals	FY 2011 Actuals	FY 2012 Actuals	FY 2013 Budget
IT Assessment Fee	\$0	\$33,984,760	\$37,444,355	\$36,459,149	\$35,096,028	\$31,410,480	\$36,924,351
CAD/RMS Maintenance	0	0	0	0	0	\$97,763	\$583,338
Wireless Surcharge	\$293,711	\$1,597,431	\$2,030,107	0	0	0	
Telecommunications Charges	\$9,764,564	\$2,951,950	\$1,838,544	\$3,596,316	\$4,850,687	\$3,709,811	\$3,176,881
Other	\$25,138,535	\$641,406	\$552,427	\$5,063,051	\$3,941,106	\$4,099,363	\$136,502
TOTAL	\$35,196,810	\$39,175,547	\$41,865,433	\$45,118,516	\$43,887,821	\$39,317,417	\$40,821,072

IT Assessment Fee

Prior to FY 2008, the ITSD distributed IT related costs amongst City departmental funds based on the amount of certain billable IT related services. However, because many internal service departments (such as Human Resources, Finance, and Budget) used IT related services to provide services for other departments, these departments would absorb the majority of the IT service costs. As a result, the distribution of costs did not reflect those who benefited from the services provided. Therefore, in preparation of the FY 2008 Budget, the City changed the cost structure by developing the IT Assessment Fee.

The current IT Assessment Fee is designed to recoup the operating expenses of the Information Technology Services Department (ITSD). This fee covers direct costs of IT services provided by approved contracts and personnel to departments City-wide. The fee is determined annually based on the ITSD operating budget divided by the number of authorized positions in the City. This fee is then applied along with other Internal Service fees to each department. Currently, ITSD doesn't charge grant funded or temporary positions. The table below shows the IT Assessment Fee charged per position since FY 2009.

Five Year IT Assessment Fee History

	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
IT Assessment Fee	\$3,416	\$3,401	\$3,310	\$2,901	\$3,192

004 - SCOPE OF SERVICE

In support of this project, the Respondent is expected to perform the activities listed below. If the Respondent feels that additional tasks are warranted, they must be clearly identified in the Respondent's proposal.

Development of principles and a model for allocating IT costs to organizational entities:

Respondent will develop a methodology for classifying which IT services and costs are to be included in the cost allocation model and which are to be directly charged back to departments. In addition, Respondent will develop methodology for calculating the total IT cost of service, including the cost of future infrastructure replacement. Supporting documentation for the recommended methodology shall include, but not limited to, best practices in the public and private sector, as well as alternative methodologies.

Respondent will develop a mathematical full cost allocation model in Microsoft Excel format, or other recommended and approved format, that will calculate amounts to be assessed to the various City departmental funds. Another allocation model/rate needs to be done to apply IDC to grant activities department. The Respondent must certify that this second cost allocation model/rate conforms to all State and Federal guidelines, including the OMB Circular A-87 standards and applicable FAA Advisory Circulars. The full cost allocation model must also be able to provide the flexibility to adjust based on a five (5) year forecast of future assessment amounts to provide IT services.

Respondent will work with the City to create a report that inventories the general services currently being performed by ITSD and align existing resources (such as budget and personnel) to ITSD's technology services. The report will be used assist in the creation of the new ITSD cost model.

Upon delivery of an initial recommendation for the full cost allocation and A-87 models, the Respondent will work with City staff during a review period to make any adjustments to the model as needed as well as provide alternative cost allocation models, if requested.

Establish a durable, yet flexible methodology for allocation of future IT costs; and updating the full and A-87 cost allocation models to account for changes in IT service catalog offerings and entities that are supported with IT services:

Respondent will define changes in the IT cost allocation mechanism to account for new services, new entities supported, and methodology to determine areas where allocation of costs, based on direct usage of services, could be made. In addition, Respondent will recommend key responsibilities and processes necessary to sustain a viable cost allocation system. Mathematical cost allocation model will be modifiable to account for these potential future changes and Respondent will provide instruction to City staff as to how the models can be modified.

Deliverables:

Weekly Status Reports: The Respondent shall provide the designated City staff with weekly status report by telephone or email that, at a minimum, summarize task accomplished, identify assignments pending, and describe significant risks and or issues with suggested solutions.

Final Report: The Respondent shall provide a final report to the City's project team based on the timeline contained in this section. At a minimum, the final report shall include the following components:

An executive summary that highlights major issues, findings, and recommendations;

An IT cost allocation section that describes the recommended models and details all methodologies, assumptions, and calculations and certifies that the A-87 model conforms to all State and Federal guidelines including OMB Circular A-87 standards and applicable FAA Advisory Circulars;

A future use of the cost allocation models section that provides a methodology and processes for updating the models in future years to account for new services, new entities supported, and methodology to determine areas where allocation of costs based on direct usage of services could be made; and

A background section that includes all data used in the development of the recommendations and alternative designs. The Respondent must provide one (1) electronic copy, which may be emailed as an attachment or provided in digital format in Microsoft Word compatible format plus ten (10) bound copies.

IT Full Cost Allocation Model: Respondent shall provide the City project team an IT full cost allocation model that is fully described in the Scope of Work Section above. The full cost allocation model will become property of the City, and the appropriate City personnel will be trained by the Respondent on the operation of the model. As a part of the Final Report, the Respondent must provide one (1) electronic copy in digital format of the calculation model in Microsoft Excel compatible format.

IT A-87 Cost Allocation Model:

Presentations: The Respondent shall assist the City project team with the preparation and delivery of a minimum of two (2) presentations to City management and other stakeholders to discuss recommendations included in the final report as well as field questions.

Timeline Guidelines: In addition to the bi-weekly status reports and other communications with the City's project team, the Respondent will use the following timeline as a guide in delivering the work products.

<i>DAYS TO DELIVERY</i>	<i>WORK PRODUCT</i>
45 Days	Initial Recommended Cost Allocation Report
45-60 Days	Review Initial Recommendation with City Staff and Develop Alternatives as Necessary
60 Days	Revised Recommended Cost Allocation Report
90 Days	Draft of Final Report
120 Days	Final Report
130-150 Days	City Management & Stakeholder Presentations

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

006 - TERM OF CONTRACT

A contract awarded in response to this RFP will commence upon City Council approval and full execution of the contract and will terminate on September 30, 2014.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Purchasing Division / Finance Department, 111 Soledad, Riverview Towers 11th Floor, Hill Country conference Room, San Antonio, TX 78205 at 9:30 a.m., Central Time, on October 28, 2013. Respondents are encouraged to prepare and submit their questions in writing 5 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Purchasing Division / Finance Department, 111 Soledad Riverview Towers 11th Floor, Hill Country Conference Room, San Antonio, TX 78205 is wheelchair accessible. The accessible entrance is located at main entrance. Accessible parking spaces are located at Riverview Towers Parking Garage, same location. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication

with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit one original, signed in ink and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing / Compensation Schedule that is found in this RFP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFP as Attachment E.

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit LPP form, found in this RFP as Attachment F.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment G. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment H.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, six (6) copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "IT COST ALLOCATION MODEL FOR IT SERVICES, RFP 6100003596" on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on November 15, 2013 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
Attn: IT COST ALLOCATION MODEL FOR IT SERVICES
ITSD
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: IT COST ALLOCATION MODEL FOR IT SERVICES
ITSD
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFP Attachment A – General Information form may not exceed 100 pages in length. Websites, or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 008 Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Information Technology Services Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:30 p.m.**, Central Time, on **October 31, 2013**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Jorge Garcia, Procurement Manager
City of San Antonio, Finance Department – Purchasing Division
jorge.garcia@sanantonio.gov

Questions submitted and the City's responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is Catherine Olukotun; she may be reached by telephone at (210) 207-8088 or by e-mail at catherine.olukotun@sanantonio.gov. Contacting the Small Business Office regarding this RFP after the proposal due date is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

There are a total of 100 possible points which will be awarded as follows:

Evaluation criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (30 points)

Price (10 points)

SBEDA - SBE Prime Contract Program – (20 points) which will be awarded accordingly.

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (Prime and/or Subcontractor) will **receive ten (10) evaluation** criteria percentage points, and

SBEDA - M/WBE Prime Contract Program –

Certified M/WBE firms (see Minority/Women Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will **receive ten (10) evaluation** criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE or non-M/WBE Prime Contractors through subcontracting to certified SBE or M/WBE firms.

Local Preference Program (LPP) Ordinance – (up to 10 points) which will be awarded accordingly:

- 10 evaluation points for local businesses headquartered within the incorporated San Antonio city limits,
- 5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for at least one year, from which at least 100 of its employees **OR** at least 20% of its total full- time, part-time and contract employees are regularly based; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date	October 11, 2013
Pre-Submittal Conference	October 28, 2013 at 9:30 a.m.
Final Questions Accepted	October 31, 2013 at 4:30 p.m.
Proposal Due	November 15, 2013 at 2:00 p.m.

015 - RFP EXHIBITS

RFP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUB Zone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUB Zone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUB Zone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUB Zone; and (3) its Principal Place of Business must be located in a HUB Zone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY’s MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City’s SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm’s beneficial participation in the CITY’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY’s SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY’s SBEDA Policy & Procedure Manual are in furtherance of the CITY’s efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR’s scope of work as

referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary

commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 5. (d), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm;

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm;

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Information Technology Services Department, which shall be clearly labeled "IT Cost Allocation Model for IT Services" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Information Technology Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance

and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Information Technology Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) .In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

RFP EXHIBIT 4

LOCAL PREFERENCE ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

016 - RFP ATTACHMENTS
RFP ATTACHMENT A PART ONE
GENERAL INFORMATION

- 1. Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ EMAIL: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ EMAIL: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ EMAIL: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Provide Organizational Chart of organization.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venture entities and/or sub-contractors have worked together in the past.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Operating Plan – Describe the proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events (e.g., Gantt chart).

- A. Identify the number of hours to be spent by each key member of the project team during each phase;
- B. Develop an exhibit illustrating Respondent's compliance with the project schedule. If Respondent is unable to meet the proposed schedule, identify the time required to complete the work outlined in the RFP;
- C. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

2. Methodology – Provide an overview of the methodology (ies) proposed to establish the cost allocation plans, indirect cost rate proposals, and capital administrative billing/budgeting schedules.

- A. Describe Respondent's process for gathering information and plan to be used verifying data received;
- B. Respondent may provide alternative approaches to accomplishing the objectives of the project and those alternatives will be based upon their ability to meet the City's goals with an attractive cost benefit value
- C. Describe Respondent's plan to verify that the proposed model conforms to all State and Federal Guidelines.

3. Additional Information: Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

PRICE SCHEDULE

Total Cost

Total cost shall include all fees to perform the scope of services as identified in this RFP including all materials, supervision, direct or indirect labor, travel, transportation and any related cost to complete the scope of this project.

Please identify a breakdown of each proposed task/deliverable by category (Initiation and Planning) required to perform the completion of the services as described in this RFP.

Deliverable/Task	Cost
Initiation:	
Planning:	

***Total Cost to Provide Proposed Services to City: \$ _____**

Optional

You must label and clearly identify optional tasks in your proposed plan. A breakdown of any proposed OPTIONAL task/deliverable should only include tasks/deliverables **outside** of the scope of work as described in this RFP.

Optional Deliverable/Task	Cost

Hourly Rates

As a point of reference, please submit applicable hourly rates for each member of vendor's staff who will be engaged in work on this project:

Name	Hourly Rate

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at
<http://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT E

SBEDA FORM(S)

Posted as separate documents.

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as separate documents.

RFP ATTACHMENT G

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
* SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
* Local Preference Program Form RFP Attachment F	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page RFP Attachment G	
Proposal Checklist RFP Attachment H	
One (1) Original, six (6) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

Exhibit B

RFP ATTACHMENT B

PRICE SCHEDULE

Total Cost

Total cost shall include all fees to perform the scope of services as identified in this RFP including all materials, supervision, direct or indirect labor, travel, transportation and any related cost to complete the scope of this project.

Please identify a breakdown of each proposed task/deliverable by category (Initiation and Planning) required to perform the completion of the services as described in this RFP.

Deliverable/Task	Cost
Initiation: 1. conduct initial meetings	\$5,105
2. review org structure/service delivery	\$6,663
3. divide ITSD costs into cost pools	\$7,333
4. develop billing bases for each function	\$7,333
Planning: 5. calculate draft fees and rates	\$7,117
6. draft service manual	\$5,559
7. create 10-year forecast model	\$2,001
8. internal QC	\$1,763
9. present results and modify	\$5,105
*Total Cost to Provide Proposed Services to City: \$ 51,700	
10 provide final model to City	\$ 779
11. assist in presentation	\$2,163
Optional 12. provide instruction on model usage	\$ 779

You must label and clearly identify optional tasks in your proposed plan. A breakdown of any proposed OPTIONAL task/deliverable should only include tasks/deliverables outside of the scope of work as described in this RFP.

Optional Deliverable/Task	Cost
No optional tasks.	

Hourly Rates

As a point of reference, please submit applicable hourly rates for each member of vendor's staff who will be engaged in work on this project:

Name	Hourly Rate
Eric Parish	225.00
Jerry McKenzie	205.00
Shirley Sewell	180.00
Mark Carpenter	180.00
Cory Bonogofsky	205.00
Elise D'Aueuil	205.00

Exhibit C

STATEMENT OF WORK

1. Operating Plan

Development of Principles and a Model for Allocating IT Costs to Organizational Entities

While every consulting firm, including MGT, standardize certain engagement processes, we do not impose a rigid work plan or pre-determined, one-size-fits all outcome on any of the City of San Antonio's departments, divisions or agencies. We will work with City personnel to combine our cost accounting expertise and experience with similar studies for similar organizations with the collective knowledge, understanding, and desired outcomes of City personnel. As we have done with all past engagements, MGT and the City will work together to define the project deliverables and outcomes.

Although the ultimate project deliverables and outcomes will be jointly identified and established, our work plan and methodology will have the following components. These components are fluid within each engagement and highly customized for each unique project. We are including these components in our proposal to demonstrate our experience and understanding of the details critical to setting up a defensible ISF cost model for such a large service organization.

2. Technical Plan

The following section describes the proposed major tasks necessary to complete the study. It also identifies the projected hours spent per consultant in each phase:

I. Submit Preliminary Data Request and Conduct Initial Kickoff Meetings.

Initially, we will submit a preliminary data request for general information regarding IT Department (ITSD) operations in each of its four major divisions: Enterprise Application, Enterprise Infrastructure, Public Safety Technology, and Customer Relations. This enables the consulting team to familiarize themselves with the overall operations and organizational structure that allows for a more productive initial kickoff meeting to follow.

Our project team will meet with City personnel who have responsibility or a high interest in the evaluation and implementation of the charge back or ISF model. These meetings will refine the specific goals, objectives, requirements, purposes, and schedule of the project. The meetings will also help the project consultants understand the unique aspects of ITSD.

Project Manager: 8 hours

Project Consultant: 8 hours

IT Consultant: 8 hours

2. Review of Organizational Structure and Service Delivery.

During this task, the project team will collect and review data such as organization charts, expenditure statements, budgets, personnel counts, salary reports, and service delivery statistics. Project consultants will work with City personnel to develop and gather the needed data in the most efficient way possible. Project consultants will meet with and interview representatives from the various organizational units involved in order to determine the services provided, personnel providing the services, the recipients of the provided services, direct costs (budget and actual) along with any statistical service delivery data already being collected or readily available.

In order to develop an overall understanding of the factors impacting and shaping service requirements (costs), project consultants will need to review all relevant information regarding operations and programs. This includes reviewing all policies associated with services provided, customer profiles, usage statistics, and all other operational information and policies impacting the cost of those services. The result of this task will serve as the basis of the structure for the internal service model, including the determination of service offerings and future charge back (ISF) rate structures.

Project Manager: 8 hours

Project Consultant: 16 hours

IT Consultant: 8 hours

3. Divide ITSD costs into functions or cost pools.

The costs associated with the service provider, both direct and indirect (from the City-wide cost allocation plan) will be segregated into like or similar functions, referred to as cost pools. These pools will represent distinct activities performed within the division and will include administrative and support, as well as direct service functional costs.

We will determine and distribute all labor costs into functions based on timesheets, assignments, activities, or other allowable methods. Once staff members and their corresponding salaries and wages are distributed into the proper functions, other division costs—such as materials and supplies, benefits, etc.—will also be distributed proportionately into the same functions. The result of this task is a breakdown of all costs into functional cost pools, which can then be allocated to the various services provided (or to non-billable areas if applicable) using meaningful, measurable, and auditable cost distribution (allocation) techniques.

Costs identified as overhead support for ITSD provided through other City departments will be distributed down to the service level as well. However, they will retain their identity throughout the process and their impact easily quantified on our charge back rate cost composition reports. ***MGT has found, with regards to charge back rates that having the composition of a billed rate at a detailed level is***

essential to the acceptance of those charges by end users and external auditors.

From our experiences, we have found that fees will not be accepted by those charged unless the method of calculating the fee is fairly straightforward (simple) and that the amounts can be easily defended. It is one thing to tell someone that the fee for a particular service is, say \$5. It is quite another to tell them why it costs \$5. With our approach, for each fee calculated we will be able to show its composition down to a very low level. The distinction between a direct or indirect cost is paramount as many times the indirect costs are unavoidable and not controllable by the service provider. In our reports we will clearly show that distinction.

Project Manager: 4 hours

Project Consultant: 24 hours

IT Consultant: 8 hours

4. Develop billing bases for each service function.

MGT will use information obtained from task 2 outlined above to select appropriate billing bases for each service provided. Methods derived will serve as the basis for calculating individual service charge back fees and rates. In selecting the billing bases for each provided service, we will take into consideration the effectiveness of potential methods in terms of cost recovery and evaluate which billing technique will send the proper cost and pricing signals to end users in order to influence their behaviors for overall cost control purposes.

We will explore if there are other possible ways to recover costs, and, at the same time properly communicate this message to user departments. Alternative pricing or rate setting billing methods will be identified and presented to ITSD management for consideration.

We will outline the pros and cons of these alternatives and make recommendations based upon our experiences with other jurisdictions. Data (usage statistic) availability will be factored into the selection of each of the billing bases, along with input from ITSD personnel and all GAAP, OMB or City policy requirements.

Project Manager: 4 hours

Project Consultant: 24 hours

IT Consultant: 8 hours

5. Calculate draft charge back fees, charges and rates.

MGT will use all of the cost and statistical information obtained from the tasks above to calculate draft charge back fees and rates using an Excel based model. This model will calculate and provide (through its detailed and summary reports) the full cost of providing each service. Reports will be provided which identify for each service, its full cost along with its direct, indirect and overhead cost components clearly displayed. In

addition, we will create cost composition reports, showing the full cost of each service, broken down at the specific line item level. These cost composition reports will show the annual cost (budget or actual basis), the fee (cost) per unit of service, and the percentage for each significant line item.

It is during the completion of this task where we will recommend appropriate fees and charges for each service provided. For those fees where full recovery may be deemed unrealistic, we will factor in appropriate subsidy percentages based on discussions with City personnel. In addition, based upon our national experience, we will identify any potential additional sources of revenue (other than general taxes) for services offered whereby ITSD might seek cost recovery.

Project Manager: 4 hours

Project Consultant: 32 hours

6. Draft written Charge Back User Guide (Services Manual).

Many will be unfamiliar with the unique federal and state requirements associated with internal service funds or chargeback models. The required documentation for ISF (charge back) rates and charges **is much more extensive than what is normally associated with a traditional cost allocation plan.** We keenly understand this fact and through our past experiences we recognize that federal guidelines also require the following:

For each internal service fund or similar activity with an operating budget of \$5 million or more, the plan shall include: a brief description of each service; a balance sheet for each fund based on individual accounts contained in the governmental unit's accounting system; a revenue/expenses statement, with revenues broken out by source, e.g., regular billings, interest earned, etc.; a listing of all non-operating transfers (as defined by Generally Accepted Accounting Principles (GAAP)) into and out of the fund; a description of the procedures (methodology) used to charge the costs of each service to users, including how billing rates are determined; a schedule of current rates; and, a schedule comparing total revenues (including imputed revenues) generated by the service to the allowable costs of the service, as determined under this Circular, with an explanation of how variances will be handled.

Within the last year alone, MGT consultants have prepared nearly a dozen ISF or charge back User Guides and manuals in compliance with the federal and state regulations as noted above. Pursuant to these regulations we will provide, during this task, a written internal service fund or charge back user guide (manual) for ITSD. The manual will include:

- ❖ Written descriptions of the services provided.
- ❖ Documentation of general rate structures and designs.
- ❖ Documentation of rate calculation procedures and techniques.

- ❖ Written descriptions of reconciliation or “true up” methods.
- ❖ Listings of data sources and reports utilized.
- ❖ Listings of pertinent definitions and terms.

Project Manager: 4 hours
Project Consultant: 24 hours

7. Create Ten Year ISF (Charge Back) Rate Forecast Model.

Through our collective experience with many similar studies, we have learned that a critical component of effectively managing a charge back operation is the forecasting of costs and the related impact on **future rates**. For both the service provider and the end users, it is of vital importance to anticipate future costs, to budget and plan accordingly thereby eliminating unwanted “surprises” and to obtain necessary funding. In addition to documenting the services and rate calculation procedures as outlined above, we will also develop an Excel based ten-year rate and fund balance forecasting model for the charge back services of ITSD.

This tool is designed to predict the need for future adjustments in charge back rates and to quickly (and accurately) conduct internal “what if” scenario analysis. The model will be prepared in a format consistent with traditional internal service fund reporting requirements as recognized by GAAP accounting and, as such, will resemble a statement of changes in net assets, forecast for the next ten years. The model will represent a series of linked worksheets designed to allow Information Technology to forecast changes in individual line items of costs and revenue streams based upon known or anticipated factors. The model will become the property of the City upon completion of the project, thus reducing the City’s reliance upon external consultants.

Project Manager: 2 hours
Project Consultant: 8 hours

8. Conduct internal quality control review.

The MGT project team will undertake an extensive internal review process to raise the accuracy of the charge back process and ensure that City personnel do not waste time reviewing substandard or incomplete work.

Project Director: 2 hours
Project Manager: 2 hours
Project Consultant: 2 hours
IT Consultant: 2 hours

9. Present preliminary project results to ITSD and modify as needed.

We take great pride in the quality of our deliverables and our reputation. Not only do we need to meet the rules and regulations governing the creation of charge back models, but we also strive to exceed the expectations of our clients. We do not consider a project final until our clients are completely satisfied and **they** consider it final.

This means that we go to great lengths to communicate draft findings to client representatives **throughout** the project. We recognize the importance of client involvement in the accuracy and ultimate acceptance of our deliverables. Although we will be presenting draft reports and findings throughout the project, this task simply represents the culmination of those efforts into a meeting with all vested parties where all of our proposed deliverables are presented and discussed. Any modifications or changes after this meeting will be incorporated into final deliverables as outlined below.

Project Manager: 8 hours

Project Consultant: 8 hours

IT Consultant: 8 hours

10. Provide the final Cost Allocation Model(s) to the City.

We will provide both printed and electronic copies (Adobe PDF file, Excel and MSWord on CD-ROM) of the final charge back model and rate manual to City personnel following confirmation that the work is considered final by the City's project manager. Additionally, we will provide electronic copies of all support files or schedules, and other reports as requested.

Project Consultant: 4 hours

11. Assist ITSD and Innovation & Reform Team with the preparation and delivery of two (2) presentations to City management and other stakeholders.

MGT staff will also assist in the preparation and presentation of the rates and methodologies to City management and interested stakeholders. This will include preparation of presentation documents, attendance at meetings and/or presentations, and fielding questions or concerns from those in attendance.

Project Manager: 8 hours

Project Consultant: 2 hours

12. Provide instruction to appropriate City staff (up to four hours of on-site training) on the model features and how to incorporate changes and develop "what if" scenarios in the rate forecasting model.

MGT staff will also assist in the preparation and presentation of the rates and methodologies to City management and interested stakeholders. This will include preparation of presentation documents, attendance at meetings and/or presentations, and fielding questions or concerns from those in attendance.

Project Consultant: 4 hours

As previously stated, the ultimate project deliverables and outcomes will be identified and established jointly between MGT and the City. Although our actual work plan we contain the activities just described, these activities will be highly customized to the unique needs and desires of the City of San Antonio.

The projected total hours by consultant classification is:

Project Director: 2 hours
Project Manager: 52 hours
Project Consultant: 156 hours
IT Consultant: 42 hours

TOTAL HOURS: 252

MGT of America Response to the City of San Antonio, Texas

Information Technology Services Department
Request for Proposal (RFP-013-023) Event #6100003596
IT Cost Allocation Model for IT Services
Due: November 15, 2013 2:00 PM

COPY

TO:
Office of the City Clerk
City of San Antonio
2nd Floor, City Hall
100 Military Plaza
San Antonio, TX 78205

FROM:
J. Bradley Burgess, Vice President
Costing Services Division
916.595.2646 (Direct)
512.476.4697 (Office)
4009 Banister Lane, Suite 265
Austin, Texas 78704
www.mgtamer.com

MGT
OF AMERICA, INC.

Exhibit D

MGT

OF AMERICA, INC.

1000 North 17th Street
P.O. Box 1000
Tampa, Florida 33601
Tel. (813) 288-1000

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EXECUTIVE SUMMARY

MGT

OF AMERICA, INC.

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Executive Summary

Statement of Work

MGT of America, Inc. (MGT) consultants will provide the following services to the City of San Antonio (City) in preparation for the FY 2015 budget.

1. Present a methodology for classifying which Information Technology Services Department (ITSD) services should be included in a cost allocation model based on best practices and our extensive experience working with local government agencies.
2. Develop a mathematical cost allocation model in Microsoft Excel format to calculate the costs to be assessed to various City departmental funds. This model will conform to OMB Circular A-87 Guidelines. It will also allow for adjustments and updates based upon new IT services, new functions, and additional organizational changes in the City's department and/or fund structures.
3. Work with the City to create a report that inventories the general services currently being performed by ITSD and aligns existing resources to ITSD's technology services.
4. Establish a defensible and flexible cost allocation methodology to allocate future IT costs.
5. Provide training on how to utilize and update the IT cost allocation model.
6. Provide related formal and informal training and training materials.

The services will be provided through the tasks, methodologies, approach, and project team as described in the accompanying proposal.

Over the past decade, despite the complexity of preparing and applying the City's requested services, for some companies these services have become more of a commodity than a true consulting service. Many firms have jumped into this market knowing how to produce a cost allocation document, calculate indirect cost rates or billing charges, but not understanding the subtleties of the process that differentiates usable, understandable and compliant project deliverables. MGT's deep history and experience in the cost allocation model and plan development, indirect cost rate and billing charge business will ensure that the City of San Antonio will receive an accurate, understandable and compliant cost allocation model and associated calculations, and that the consulting engagement will be handled by a team of seasoned professionals.

To meet the City's expectations, MGT consultants will undertake the following major activities:

- Meet with City ITSD personnel to provide an overview of the project, including objectives, processes and applications.
- Meet with City ITSD personnel to understand the Department's structure, financial reports and operations.
- Collect necessary data, including expenditure and revenue reports, staffing reports, billing reports and service metrics.
- Process and review internally, and review with City personnel, draft project deliverables.
- Finalize and assist City personnel implement and apply the project deliverables.
- Assist the City staff in presenting the findings, results, and recommendations to interested stakeholders.
- Provide formal and informal training.

To exceed the City's expectations, MGT will undertake the following additional activities.

- *Meeting the anticipated schedule.* Project milestones and deadlines will be jointly established between City personnel and the project team. These milestones and deadlines will then be met.
- *On-site assistance and training.* An appropriate amount of time will be spent on-site with City ITSD personnel providing guidance and transferring knowledge.

We will not briefly meet with City personnel, leave worksheets to complete and return, seek clarification and understanding through impersonal emails, and then finally mail in a final document or hold a brief close-out meeting.

Rather, we will collaborate with City personnel to structure the project deliverables, obtain data, review draft results, make corrections and assist in submittal and implementation in a non-disruptive, partnership-based approach.

- *Project kick-off meeting.* Host a kick-off meeting with City personnel to raise the awareness and understanding of the project process and applications.

- **Status reports.** We will provide formal status reports at weekly intervals requested by the City. The status report details the overall percent complete of the project and the percent complete of each project task. It also includes a section to highlight any potential issues or items requiring attention.
- **Mid-project quality assurance survey.** The City's project manager will be asked four short questions midway through the project. The questions are designed to identify any potential issues the project team may not be aware of while allowing the project team adequate time to address any issues *during—not after*—the project.
- **Project wrap-up report.** The report will provide City personnel a close-out record of the project, highlight major accomplishments, and project challenges.

MGT understands what it takes to meet the City's expectations, but is committed to exceeding those expectations in these and other intangible ways.

Accomplish and Perform Specific Services

The success of this project will be directly correlated to three factors:

1. A refined approach that is client-focused, efficient and non-disruptive for City personnel.
2. MGT's proven project management and communication tools.
3. The relevant experience and creativity of the personnel preparing the project deliverables (a defensible cost model to allocate ITSD costs), and their ability to establish trust, confidence and rapport with City personnel.

Approach: Other costing firms arrive at their client site, hold discussions with client staff, leave worksheets to be filled out and returned for processing, and then send a completed cost allocation/chargeback model and associated calculations. This process consistently produces misunderstandings, inaccurate data, and slow project progression, which inevitably leads to client dissatisfaction.

MGT's approach is different. 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 City's unique needs and objectives.

Challenge #1 Planning and executing a strategic plan
The organization's strategic plan is a living document that is updated annually. The plan is developed by the executive team and is approved by the board of directors. The plan outlines the organization's vision, mission, and core values, as well as its strategic goals and objectives. The plan is used to guide the organization's operations and to ensure that all activities are aligned with the organization's overall strategy.

Challenge #2 Financial management
The organization's financial management is a critical component of its overall strategy. The organization's financial goals and objectives are outlined in its financial plan, which is developed by the executive team and approved by the board of directors. The financial plan outlines the organization's revenue and expense projections, as well as its capital structure and debt management strategy. The organization's financial management is overseen by the chief financial officer (CFO), who reports to the board of directors.

Challenge #3 Human resources management
The organization's human resources management is a critical component of its overall strategy. The organization's human resources goals and objectives are outlined in its human resources plan, which is developed by the executive team and approved by the board of directors. The human resources plan outlines the organization's recruitment, training, and development strategy, as well as its compensation and benefits strategy. The organization's human resources management is overseen by the chief human resources officer (CHRO), who reports to the board of directors.

[Faint, illegible text, likely bleed-through from the reverse side of the page]

As a Vice President with MGT, I acknowledge the receipt of the City's RFP Addendum I and Addendum II, and authorize the submission of this proposal valid for 120 days from receipt of proposal.

Very Truly Yours,



J. Bradley Burgess
Vice President
Costing Services Division
MGT of America, Inc.

MGT
OF AMERICA, INC.

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016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: MGT of America, Inc.

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 3800 Esplanade Way, Suite 210

City: Tallahassee State: FL Zip Code: 32311

Telephone No. 850-386-3191 Fax No: 850-385-4501

Website address: www.mgtofamerica.com

Year established: 1974

Provide the number of years in business under present name: 39

Social Security Number or Federal Employer Identification Number: 59-1576733

Texas Comptroller's Taxpayer Number, if applicable: 159-15767337

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 02-096-7659

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: J. Bradley Burgess

Job Title: Senior Partner/Vice President

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

not applicable

Provide address of office from which this project would be managed: 4009 Banister Lane, Suite 265
City: Austin State: Texas Zip Code: 78704

Telephone No. 512-476-4697 Fax No: 512-476-4699

Annual Revenue: \$ 16,000,000

Total Number of Employees: 73

Total Number of Current Clients/Customers: 500-600

Briefly describe other lines of business that the company is directly or indirectly affiliated with:
none.

List Related Companies:
Florida Audit and Recovery Group

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: J. Bradley Burgess Title: Senior Partner/Vice President

Address: 4009 Banister Lane, Suite 265

City: Austin State: Texas Zip Code: 78704

Telephone No. 512-476-4697 Fax No: 512-476-4699

Email: bburgess@mgtamer.com

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

Office of the Secretary of State

Certificate of Fact attached.

5. Where is the Respondent's corporate headquarters located? 3800 Esplanade Way, Suite 210

Tallahassee, FL 32311

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes No If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office? Not applicable.

Years _____ Months _____

- b. State the number of full-time employees at the San Antonio office. Not applicable.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes No If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office? Not applicable.

Years _____ Months _____

- d. State the number of full-time employees at the Bexar County office. _____ Not applicable.

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No X If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

None .

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No X If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name Jefferson County, Colorado

Contact Name: Andrea Amundson Title: Accounting Manager

Address: 100 Jefferson County Parkway

City: Golden State: CO Zip Code: 80419

Telephone No. 303.271.8646 bbenke@co.jefferson.co.us
Fax No: 303.271.8524

Date and Type of Service(s) Provided: Initial project completed June 2009. Last Project completed July 2013.
Reviewed all rate calculation methods and related documentation, then prepared complete ISF Business Plans in conformity with GAAP and OMB guidelines along with related County policies. Annual cost allocation plan preparation.

Reference No. 2:

Firm/Company Name San Mateo County, CA

Contact Name: Jim Saco Title: Budget Director

Address: 400 County Center

City: Redwood City State: CA Zip Code: 94063

Telephone No. 650.363.4430 Fax No jsaco@co.sanmateo.ca.us

Date and Type of Service(s) Provided: Initial project completed September 2010. Last project completed Dec. 2012.

Reviewed and revised the proposed/existing ISF chargeback methods for both the Human Resources Department (which was being converted to an ISF) and the existing Building Management (referred to as "Rents") ISF. Annual cost allocation plan preparation.

Reference No. 3:

Firm/Company Name Coconino County, AZ

Contact Name: Sandra Schulz Title: Finance Director

Address: 219 E. Cherry Ave.

City: Flagstaff State: AZ Zip Code: 86001

Telephone No. 928.679.7180 Fax No: sschulz@coconino.az.gov

Date and Type of Service(s) Provided: Initial project completed September 2010. Last project completed Jan. 2013.

Presented recommendations on improving (simplifying) billing calculation methods, received approval by the County to proceed with calculating new rates, and developed a written ISF user guide, and ten year rate forecast model. Annual cost allocation plan preparation.



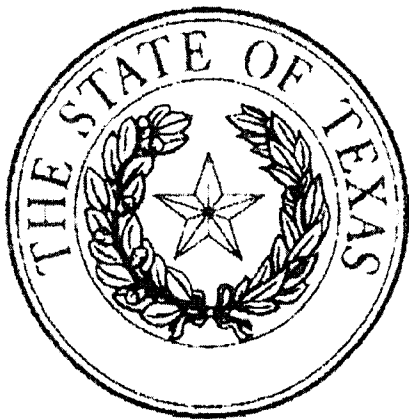
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for MGT OF AMERICA, INC., authorized under the name MGT CONSULTANTS, INC. (file number 7190106) a FLORIDA, U.S.A., Foreign For-Profit Corporation, was filed in this office on February 09, 1987.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 17, 2013.



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

MGT

OF AMERICA, INC.

Department of Agriculture
City of Washington, D.C. 20250
Telephone: (202) 734-3000

EXPERIENCE, BACKGROUND & QUALIFICATIONS RFP ATTACHMENT A, PART TWO

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Provide Organizational Chart of organization.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venture entities and/or sub-contractors have worked together in the past.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. Experience Relevant to the Scope of Services

The Costing Services division within MGT provide services that focus on cost allocation plans and models, indirect cost rates, Internal Service Fund rate development and associated calculations for local and state governments. The services requested by the City are not a sideline or an occasional service offered by MGT. These services are our core competency and have been provided to hundreds of local and state governments, including many in Texas.

The MGT consultants within the Costing Services division are each accomplished experts in interpreting and applying the regulations stated OMB Circular A-87 and GAAP, the governing documents for cost allocation for local government. Each of the consultants proposed for this project have developed IT cost allocation models.

Our consultants are also active in professional organizations such as GFOA and AGA, often serving on panels and committees, ensuring current knowledge of applicable laws as well as guidelines and interpretations.

Only a select few firms have shown the ability to meet expectations and produce adequate cost allocation models that can be effectively used.

Each of our proposed team members is very familiar with IT operations, services, configurations, cost recovery options, and customer interface and common customer issues. This familiarity is based on each team member having completed numerous cost accounting studies that included a review and analysis of IT departments. These studies included the following activities within the IT department:

- > Identify services, also referred to as functions, service categories or cost pools.
- > Distribute personnel and specific line item expenditures into the identified functions, service categories or cost pools.
- > Calculate the direct and indirect costs of each function, service category or cost pool.

- Identify the customers of each function, service category or cost pool.
- Allocate or charge costs to customers based on appropriate service metrics.

- Establish a cost recovery methodology.

- When necessary, create a cost recovery charge back or billing system, reconciliation, and administrative processes.

We do not support the assertion that creating charge back models is no different than preparing a rate study or OMB cost allocation plan. In reality, this is far from accurate. A charge back study as an ongoing manual must be maintained describing the services offered, documenting (in narrative form) all calculation methods and rates, and also forecasting future fund balances and resource needs. Our project team collectively, and individually, has the required technical expertise to provide the City with a quality charge back plan and all associated documentation specific to ITSD.

The projects listed below are representative of the depth and breadth of experience of the Costing Services division within MGT in general, and with the proposed project team specifically. **Members of the proposed project team completed each of these projects as MGT consultants within the past three years.**

To demonstrate our IT experience, we can provide a lengthy list of references. Unlike some firms that will likely list references for cost allocation projects, or other projects that only indirectly relate to internal service funds or charge back models, we have chosen to list only **recent** projects whereby the services **specifically** deal with the creation, review, and rate determination of **internal service funds**. Therefore, with regards to the services **specifically** listed in the City's Request for Proposal, just within the last three years, **our assigned project team** has completed **exactly the same services** for the following three representative local governments:

JEFFERSON COUNTY, CO

Dates of work performed:

Project completed June 2009

Contacts:

Todd Leopold, Finance Director

303-271-8520

tleopold@co.jefferson.co.us

Joe Palmer, Director of I.T. Services

303-271-8044

jpalm@co.jefferson.co.us

Buck Benke, Director of Fleet

303-271-5265

bbenke@co.jefferson.co.us

Dan Brindle, Director of Facilities

303-271-5002

dbrindle@co.jefferson.co.us

SAN MATEO COUNTY, CA

Dates of work performed:

Project completed September 2010

Contacts:

Jim Saco, Budget Director

650-363-4430

jsaco@co.sanmateo.ca.us

Rocio Kiryczun, Admin. Services Mgr.

650-363-7844

rkiryczun@co.sanmateo.ca.us

Michael Wentworth, Deputy Dir. PW

650-599-1423

mwentworth@co.sanmateo.ca.us

Summary of Scope:

The MGT project team, which included Mr. Parish and Mr. McKenzie, reviewed the existing chargeback methods used by the County for their Fleet, Facilities, and Information Technology internal service funds, and made suggestions and recommendations for improvement and enhancement to existing processes and procedures. As background for this project, each of these ISF's was experiencing issues with users regarding the rates they were being charged (as the County lacked adequate written documentation regarding the fee development process and fees were too complex for most users to understand). The County was also having difficulty maintaining the ISF fund balances at appropriate levels (some were consider excessive and some inadequate). MGT reviewed all rate calculation methods and related documentation, then we prepared complete ISF Business Plans in conformity with GAAP and OMB guidelines along with related County policies. As a result of our study, each of the three internal service funds adopted our ISF Business Plans which included new revised rate calculation models, service user manuals, and rate and fund balance forecasting models.

Summary of Scope:

The MGT project team, led by Mr. McKenzie, reviewed the proposed/existing ISF chargeback methods for both the Human Resources Department (which was being converted to an ISF) and the existing Building Management (referred to as "Rents") ISF. The methodology for calculating service costs was reviewed and service costs analyzed (including overhead charges) to ensure that full cost was being captured (where appropriate) within the proposed/existing models. MGT further calculated mission costs on a macro and per unit basis to serve as the foundation for fee structures. We developed departmental submissions, identified functional costs and appropriate billing bases for all services. In addition, our project team designed funding and rate calculation and forecasting models for both ISF's.

COCONINO COUNTY, AZ

Dates of work performed:

Project completed September 2010

Contacts:

Sandra Schulz, Finance Director

928-679-7180

sschulz@coconino.az.gov

Andrew Bertelsen, PW Director

928-779-6630

abertelsen@coconino.az.gov

Siri Mullaney, Budget Manager

928-679-7182

smullaney@coconino.az.gov

Summary of Scope:

The MGT project team which included Mr. Parish and Mr. McKenzie reviewed the existing ISF chargeback methods used by the County for their Mechanical Services operation. As a background, the rates charged by the Mechanical Services ISF were considered to be excessive by end users and those users were unable to make the connection from the services received to the methods used to actually bill for the costs incurred by the Mechanical Services function. At the same time, Mechanical Services was having difficulty maintaining adequate ISF fund balances and obtaining the revenue streams necessary to fund required operations. Outsourcing to the private sector was also being considered.

As a result of our review, MGT made recommendations on improving (simplifying) billing calculation methods, received approval by the County to proceed with calculating new rates, and developed a written ISF user guide, and ten year rate forecast model. In addition, we conducted a cost benchmarking analysis (and model), reviewed their existing budget and expenditures and presented further recommendations to them regarding cost control measures for their consideration. Finally, we worked with a team of representatives from Mechanical Services, Finance and Public Works to present the new (simplified) rate structures and ISF manual to a "user group" which had been formed.

Although the recently completed study for Coconino County is not IT specific, the similarities to the City's requested services are so strong we included it as a representative project.

In order to obtain the "clients perspective" of these projects, MGT strongly encourages the City of San Antonio representatives to contact the references listed above.

Please note, these project references are not "firm" references completed by consultants not proposed for the City or projects completed years ago by consultants no longer with the firm. These representative projects were recently, successfully completed by members of the proposed project team.

2. Specific Experience with Public Entities

The Costing Services division within MGT provides cost allocation services to local and state governments in over 25 states, including Texas. In the past three years, our consultants have prepared more than 200 hundred OMB A-87 cost allocation plans, many with indirect cost rate calculations, and Full Cost allocation plans for agencies ranging in population from a few thousand to over two million. Additionally, MGT costing services consultants have successfully completed several thousand OMB A-87 cost allocation plans, indirect cost rates and Full Cost allocation plans for state and local governments in the past 30 years as consultants with MGT or as former consultants with PRM, Maximus, DMG-Maximus, or David M. Griffith & Associates (DMG).

The following list does not include clients from years ago that are now with another firm, or for projects completed by consultants that have long left our firm. Rather, the following list is a sample of large and/or complex cities and counties currently or very recently receiving services from MGT costing services consultants similar to those requested by the City.

- City and County of San Francisco, California
- City and County of Denver, Colorado
- **City of Arlington, Texas**
- **City of Corpus Christ, Texas**
- City of Colorado Springs, Colorado
- **City of Dallas, Texas**
- **City of San Antonio, Texas**
- **City of Houston, Texas**
- City of Miami, Florida
- City of Oakland, California
- City of Sacramento, California
- Broward County, Florida
- **Cameron County, Texas**
- **El Paso County, Texas**
- Jefferson County, Colorado
- Maricopa County Arizona
- Orange County, California
- Riverside County, California
- Shelby County, Tennessee
- **Tarrant County, Texas**

The map to the right highlights the states where MGT is preparing cost allocation studies (including development of cost allocation models), Internal Service Fund Rate Development and related studies.



A detailed list of recent cost allocation plan clients from MGT consultants will be provided upon request.

Recently, MGT has provided cost allocation services to the City. Two members of our project team have worked with the City in preparing cost allocation reports within the past year. Typically, when members of the proposed project team provide cost allocation services, City personnel express very high satisfaction with their client service, knowledge and project management skills as well as the overall project results.

3. Other Resources

MGT is a national research and management consulting firm specializing in providing management and financial services to public-sector clients. The firm's professional staff brings a wealth of knowledge and depth of understanding to all client engagements, delivering the highest quality and timely services to clients.

Unlike the sole practitioner, or two or three person firm, an unexpected situation or change in the economy will not change our ability to serve the County. And unlike the huge corporate firms, we are not burdened with Wall Street demands for profitability that override the needs of our clients.

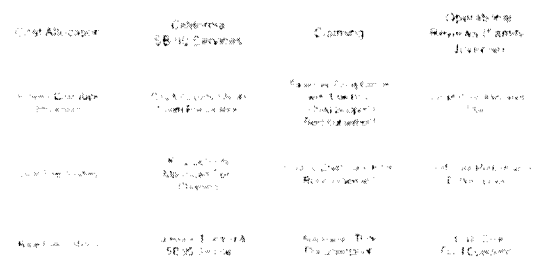
MGT has been in business since 1974. In these 39 years we have successfully served more than 3,200 clients in 48 states and several foreign countries. The firm's mission "to improve the efficiency and effectiveness of governments, nonprofits, and other organizations serving the public" is supported by the capacity to deliver an extensive range of services.

City of Austin
 2015-2016
 2017-2018
 2019-2020
 2021-2022
 2023-2024

MGT

MANAGEMENT GROUP, INC.

Costing Services



MGT is structured into consulting divisions aligned to the firm’s core competencies. The Costing Services division, which will be responsible for this project, is further defined in the organization chart to the left.

There are over 70 professional staff members at MGT. Of these professionals, 29 are within the Costing Services division. Therefore, in addition to the proposed project team, MGT can draw from a deep pool of experienced cost allocation consultants to supplement the project as necessary. These consultants

have unique skill sets such as performance measurements, performance management and process improvement. These experts are available to assist the proposed project team as needed.

In the event of an unforeseen circumstance and a proposed team member is unavailable to provide the proposed services, after notification and approval by the City, a replacement member with equal or greater cost allocation experience will be added to the project team. This transition will be seamless to the City and no drop-off in skill set or client service will occur.

While other firms are contracting and eliminating, or not replacing consulting staff, MGT has been steadily adding consulting staff. Not only do these consultants offer years of relevant experience, they have worked together, in various configurations, on hundreds of similar projects. Due to MGT’s steady growth, and client-centered focus, any one of these consultants has the capacity to be added to the City’s project without negatively impacting the project time lime or deliverables.

Currently, MGT has more cost allocation consultants in Texas than any other firm.

MGT maintains a network of over a dozen physical (including Austin, Texas) and virtual office locations (including Dallas) throughout the United States. Staff in offices in Austin, Dallas, Atlanta, and Wichita, Kansas, will primarily provide work for this engagement.

5. Professional Qualifications of Staff

While the qualifications and experience of a firm are important, perhaps more important are the knowledge and experience of the proposed project team. The proposed project team combines rich, deep knowledge and experience in developing cost allocation models, preparing cost allocation plans, rate studies, and indirect cost rates in Texas and other states.

There are **three primary benefits** to our proposed project team. **The first**, and perhaps the greatest benefit, is the proposed project team's recent experience preparing cost allocation plans and indirect cost rates for large, complex jurisdictions including several in Texas. In virtually all of the MGT engagements that followed another consulting firm, significant enhancements were made to the project process, the supporting documentation provided by departments has improved, the accuracy of the project results has increased and there is an increased understanding within departments of the project, project results and project applications.

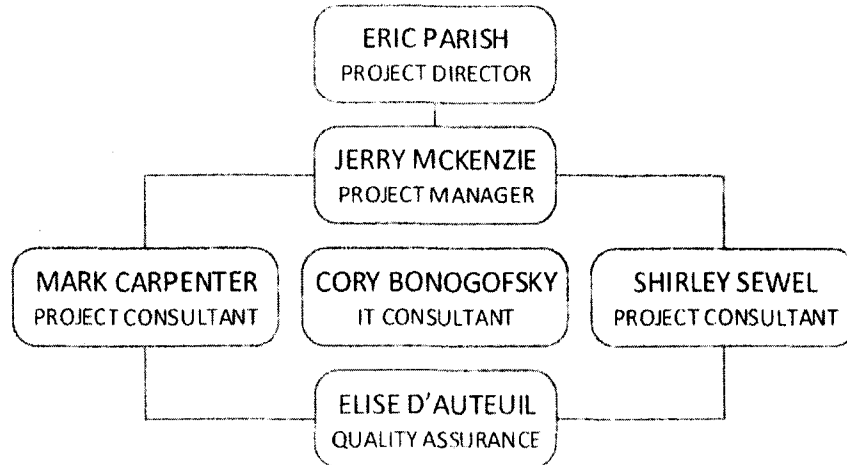
The MGT project team has three Texas-based, senior-level, cost allocation experts, all who deliberately left the same national consulting corporation to join MGT, a firm that is client-focused rather than firm-focused, responsive rather than defensive, and growing rather than contracting.

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

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

As part of a successful growing firm, the proposed project consultants are engaged in projects during the same time period as requested by the City. These projects however, will not interfere or prohibit the successful completion of the proposed services for the City. MGT schedules projects and proposes project teams with a client-focused, rather than firm-focused approach. Simply stated, the City will receive the proposed services, in the proposed manner, without conditions or qualifications.

The proposed project team composition and leadership is depicted in the graphic below.



Our proposed project team offers powerful advantages to the City of San Antonio.

- A high performing team of information technology, internal service fund, cost allocation model, user fee, and local government budget expertise, each with large municipality experience. This means the City will not rely on one "national expert" along with a revolving door of untrained, junior level staff.
- A cohesive team that has worked together on related projects means instant access to insight and perspectives from more than one over-scheduled consultant.
- A team with three Texas-based members familiar with the City's structure and operations.
- A team with a dedicated IT expert to ensure that the City's IT Department is comfortable with MGT's knowledge and understanding of large, complex IT organizations and the various chargeback mechanisms available.
- A team comprised of a mix of experience with Texas cities and cities from outside of Texas to provide relevant, yet fresh, perspective.

Mr. Eric Parish, Project Director

Mr. Parish will serve the City as Project Director. In this role, Mr. Parish will have responsibility for all project field work and the associated deliverables. His participation is to oversee all day-to-day activities, provide formal status reports to City staff, ensure that the project stays on schedule and to ensure complete satisfaction of City personnel.

Mr. Parish, a Partner with MGT, has been providing cost accounting consulting services to cities and counties since 1990. He has prepared and managed hundreds of cost accounting projects, many organizations in Texas, including El Paso County for the past three years.

Mr. Parish is based in Centennial, Colorado, is a Certified Professional Project Manager, and is active in the Colorado chapter of the Government Finance Officers Association. He has prepared hundreds of cost allocation plans and indirect cost rates for cities, counties, and state agencies.

Mr. Jerry McKenzie, Project Manager

Mr. McKenzie will serve the City as Project Manager. In this role, Mr. McKenzie's primary responsibility will be to work with City personnel to jointly determine the project deliverables and outcomes.

Based on Mr. McKenzie's experience with similar projects, he will customize and complete the following representative project tasks. Kick off the project, meet with applicable City departments and personnel, submit our list of initial data needs, direct the initial project kickoff meeting, review the organization structures and services, distribute ITSD costs into appropriate functions, develop the billing bases, calculate the charge back rates, draft the written user guides, create the ten year forecast models, as well as take part in the initial internal quality assurance efforts. Additionally, he will lead in the presentation of all draft and final project results.

Mr. McKenzie, a Senior Associate with MGT, has over 25 years of consulting experience including internal service fund creation, cost allocation, and charge back or rate study services to local governments. He has prepared and managed hundreds of cost accounting, charge back and rate studies for cities and counties all across the country. He specializes in developing internal service fund and enterprise fund (utility) rates. In the last two years alone he has created rate forecast models, written user guides, and developed rates for over 30 internal service funds and utilities.

Mr. Cory Bonogofsky, IT Consultant

Mr. Bonogofsky will serve the City as IT consultant. In this role, he will have responsibility for assisting the project team with both technical and operational issues and decisions.

Mr. Bonogofsky is an IT Consultant with MGT, and has 17 years of experience in IT infrastructure, service delivery, and project management. His range of experience includes

call center/desktop services, server administration, software license negotiation, telecommunications, internal IT and Telecom cost allocations, and IT procurement. Within the last three years he has planned and implemented cost allocation models for both production and corporate environments within an IT enterprise.

Mr. Mark Carpenter, Project Consultant

Mr. Carpenter will serve the City as project consultant. In this role, he will have responsibility to assist Mr. McKenzie in the initial data collection phase, participate in interviews and in the development of functional areas within ITSD, create cost pools and prepare cost allocation worksheets. He will have responsibility for assisting with the day-to-day activities including conducting meetings, requesting and collecting data, following up with department personnel, report creation, and quality assurance.

Mr. Carpenter is a Senior Associate with MGT, and has 22 years of experience in public sector financial consulting. His range of experience includes ISF rate development, A-87 cost allocation plans, indirect cost rate proposals, user fee studies, long-range financial forecasting, jail rate studies, and management audits of a wide variety of departments and functions at both the state and local government levels. He is currently assisting Monterey County, California in developing a cost allocation model for the County's Information Technology Department. In addition, he has worked with the City of San Antonio on several projects including a management audit of the Police Department and citywide cost allocation plan preparation.

Ms. Shirley Sewell, Project Consultant

Ms. Sewell will also serve the City as project consultant. In this role, she will have responsibility for supplementing the day-to-day activities, including assistance in the preparation of the ITSD cost allocation plan and indirect cost rates. This responsibility includes follow up with departments; helping identify allowable costs; data input; reviewing draft calculations; and quality assurance of the final cost allocation plan.

Ms. Sewell is based in Dallas and is one of the State's most experienced cost allocation consultants, having successfully prepared hundreds of Texas city and county cost allocation plans.

Ms. Sewell, a senior consultant with MGT, has over 29 years of consulting experience providing cost allocation services to Texas local governments. She has prepared dozens of cost allocation plans for cities, counties, and state agencies. Ms. Sewell has prepared cost allocation plans for a number of Texas governmental agencies including the City of Dallas, the City of Corpus Christi, and the City of Houston.



Ms. Elise d'Auteuil, Quality Assurance

Ms. d'Auteuil will serve the City as Quality Assurance Advisor. In this role, she will have responsibility for assisting the project team with both technical and operational issues and decisions. Additionally, she will lead the quality assurance process to ensure the project adheres to all applicable standards, principles and guidelines.

Ms. d'Auteuil, a Senior Consultant with MGT, has over 31 years of consulting experience providing cost allocation services to large and complex government organizations. Most recently, she has managed two large cost allocation projects – the State of Texas Governor's Office and the State of Texas Attorney General's Office. Resumes for the project consultants follow in this section. Prior to joining MGT, she held senior-level positions with the national management consulting firms of MAXIMUS, Inc., and David M. Griffith & Associates, Ltd. She has prepared hundreds of cost allocation plans and indirect cost rate proposals for governments. She has significant experience working with Section 2 costs (billed costs of the central service cost allocation plan).

No interns, students, or temps will be proposed or used on this project.

More detailed consultant resumes are attached at the end of this section.

Primary Work Assignment and Percentages of Time

Mr. Eric Parish	City's satisfaction and project team resources	1%
Mr. Jerry McKenzie	Primary City contact and project deliverables	~21%
Mr. Cory Bonogofsky	IT subject area expert	17%
Mr. Mark Carpenter	Secondary City contact and project deliverables	~35%
Ms. Shirley Sewell	Dallas based support, cost allocation calculations ITSD rate calculations.	~26%
Ms. Elise d'Auteuil	Quality assurance and technical assistance	2%

6. Additional Information

Providing only the requested services takes the “consulting” out of the term “consulting engagement.” We understand the City is requesting to receive expertise from a firm that can not only prepare accurate and timely cost allocation plans and rate development models, but also provide true consulting services that will turn the project data into useful, accurate and defensible financial and managerial information.

Based on our proposed project teams experience successfully providing services similar to those requested by the City to other large complex governmental entities our understanding of the City’s request for services goes well beyond the requested services. We believe the City is requesting, in addition to the requested services, the following services.

- A professional, well-managed, accurate and **on-time** consulting engagement.
- Access to more than one consultant so that the engagement is not only completed on-time but also so that questions can be answered and data can be turned into information expeditiously.
- On-site and deliberately integrated training and review with City personnel to ensure the highest understanding, accuracy and assertive cost recoveries.
- A personable consulting team that is capable of performing the requested services with minimal disruption to, and minimal assistance from City personnel while still meeting project deadlines.
- Assistance with integrating and applying the cost allocation plan and rate information into ongoing City operations to maximize current indirect cost recovery and pursue new methods for indirect cost recovery.
- Solid and transparent documentation to support the project deliverables.

MGT

OF AMERICA, INC.

RANGE OF EXPERTISE

CONSULTING EXPERIENCE. Mr. Parish has been performing governmental cost-of-service studies since 1990. Over the past 23 years, he has developed a broad background in local government consulting, with a primary focus on cost allocation development, user fee rate calculations, indirect cost rate proposals charge back and billing rate models and jail rate studies.

He has worked with city, county, state and special district government agencies on cost accounting and mandated cost claiming projects. His range of experience includes the following:

- ❖ Government Cost Allocation Plans (OMB Circular A-87)
- ❖ Full Cost Allocation Plans (GAAP)
- ❖ User Fee Studies
- ❖ Indirect Cost Rate Proposals
- ❖ Charge Back and Billing Rate Models
- ❖ Jail Rate Studies
- ❖ Reimbursable State Mandated Programs (California)
- ❖ Cost Analysis

Mr. Parish earned Bachelors and Masters Degrees and is a Certified Professional Project Manager adept at completing and managing multiple timely and satisfactory engagements. He is also an active member in the Government Finance Officers Association (GFOA).

Prior to joining MGT, he held positions of responsibility with PRM, Maximus Inc., DMG-Maximus, and David M. Griffith and Associates, Ltd. (DMG).

COSTING SERVICES EXPERIENCE. Mr. Parish has personally prepared over 200 cost allocation plans, over 500 indirect cost rate proposals and over 50 user fee studies and charge back models for government clients in 14 states.

Mr. Parish has taught hundreds of government finance officials indirect cost theory and application through numerous training sessions. He is a frequent presenter at conferences and workshops for clients, state and local governments and associations.

ERIC PARISH
PARTNER

PROFESSIONAL EXPERIENCE

23 YEARS OF CONSULTING EXPERIENCE

MGT OF AMERICA, INC.

Partner
August 2007 – Present

PUBLIC RESOURCE MANAGEMENT GROUP LLC Principle

MAXIMUS, INC. Senior Manager

DMG-MAXIMUS, INC. Manager

DAVID M. GRIFFITH AND ASSOCIATES, LTD. (DMG) Senior Consultant

EDUCATION/ CERTIFICATIONS

CERTIFIED PROFESSIONAL PROJECT MANAGER

UNIVERSITY OF PHOENIX MA, Management

WICHITA STATE UNIVERSITY BBA, Finance

EXAMPLES OF RECENT GOVERNMENTS SERVICED

Cities

- ❖ Denver, Colorado
- ❖ Edmond, Oklahoma
- ❖ Surprise, Arizona
- ❖ Oakland, California

Counties

- ❖ Coconino, Arizona
- ❖ Jefferson, Colorado
- ❖ Boulder, Colorado
- ❖ San Mateo, California

State Agencies

- ❖ Arizona Game and Fish
- ❖ Kansas Corporation
Commission

RANGE OF EXPERTISE

Mr. McKenzie has an extensive background in cost accounting concepts and practical applications. Mr. McKenzie is a Senior Associate with MGT of America, Inc. He has been responsible for managing hundreds of successful engagements in both the utility and governmental environments for over twenty-five years. His range of expertise includes:

- ❖ Development of internal service fund rates & methodologies
- ❖ Development of local government charge back (billing) models
- ❖ Development of state government charge back (billing) models
- ❖ Development of activity based cost of services studies
- ❖ Development of cost allocation plans in accordance with OMB A-87
- ❖ Development of enterprise fund forecasting models
- ❖ Development of statewide cost allocation plans
- ❖ Development & negotiation of indirect cost rate proposals
- ❖ Development of jail rate studies & US Marshal daily housing rates
- ❖ Assisting in maximizing general fund cost recoveries from
 - Federally funded programs
 - Enterprise funds
 - Internal service funds & other external sources

Cost Services Experience. Mr. McKenzie has been directly responsible for the development and review of cost allocation plans created in accordance with federal guidelines (i.e. OMB Circular A-87). These guidelines establish the procedures necessary for governmental entities to recover indirect costs associated with programs funded through grants. In this capacity, Mr. McKenzie has dealt with several reviewing agencies on behalf of his clients.

In addition, he has developed "Full Cost" plans which enable clients to bill the full cost of support services to enterprise funds, special revenue accounts, etc. This process involves an in-depth analysis of general fund support provided to enterprise-funded activities such as Utilities and Golf Course operations.

Another related area in which Mr. McKenzie has extensive experience is in the costing of internal services. He has developed and implemented numerous charge back models and billing algorithms for facilities, fleet maintenance programs, information technology funds and miscellaneous other internal service type charge back systems.

Finally, he has been directly responsible for the review and analysis of alternative revenue sources for governmental clients. This activity primarily involves the development and implementation of User Fee Cost Recovery Programs, as well as the identification of "new" potential revenue areas for the governmental units.

PROFESSIONAL EXPERIENCE

33 YEARS OF EXPERIENCE

MGT OF AMERICA, INC.
Senior Associate
Sept 2008 – Present

MAXIMUS, INC.
Vice President
1989 – 2008

KANSAS GAS & ELECTRIC
Assistant to the
Controller
1980 – 1988

EDUCATION/ CERTIFICATIONS

**WICHITA STATE
UNIVERSITY**
Bachelor of Business
Administration in
Accounting

MGT

OF AMERICA, INC.

CORY BONOGOFSKY
SENIOR ASSOCIATE

RANGE OF EXPERTISE

Mr. Bonogofsky has been involved in IT infrastructure, service delivery, and project management since 1996. Over the past 17 years, he has implemented hundreds of IT projects including data center relocations/consolidations, software implementations, mergers/acquisitions, vendor negotiations, IT systems roll-outs, and telecommunications optimization.

He has worked with state government agencies on IT infrastructure and security compliance. His range of experience includes the following:

- ❖ Software (Microsoft, Adobe, VMWare, McAfee)
- ❖ Data Center Hardware (HP Server, HP Storage, EMC)
- ❖ End User Hardware (HP, Dell)
- ❖ Telecommunications (AT&T, Verizon, Sprint, CenturyLink/Qwest)
- ❖ Mobility (AT&T, Verizon, Sprint, T-Mobile)
- ❖ VSAT communications
- ❖ IT Project Management

In November 2013, Mr. Bonogofsky joined MGT of America, Inc. Prior to joining MGT, he was a Senior Director with Scientific Games International for nine years. During this time, he filled multiple roles including Senior Project Manager, Software Quality Control Manager, Director of IT, and Senior Director of IT Procurement. From 1997 to 2004, he was a Senior IT Project Manager for IBM Global Services supporting multiple clients, including Lucent Technologies, AT&T, Sprint, and American Express Financial.

PROFESSIONAL AND BUSINESS EXPERIENCE

Mr. Bonogofsky has personally managed hundreds of IT projects and has negotiated over 50 IT and Telecom contracts. Specifically, he has worked on over 25 projects for state government agencies.

PROFESSIONAL EXPERIENCE

17 YEARS OF EXPERIENCE

MGT of America, Inc.
IT Consultant
Present

SCIENTIFIC GAMES INT'L
Senior Director

IBM GLOBAL SERVICES
Consultant

EDUCATION/ CERTIFICATIONS

**WESTERN GOVERNORS
UNIVERSITY**
MBA
(2014)

**WESTERN GOVERNORS
UNIVERSITY**
BA

NDSCS
AAS

**PROJECT MANAGEMENT
INSTITUTE**
PMP

**GEORGE WASHINGTON
UNIVERSITY**
Masters Certificate PM

EXAMPLES OF GOVERNMENTS SERVED

States:

- ❖ Minnesota
- ❖ Connecticut
- ❖ Pennsylvania
- ❖ Indiana
- ❖ Iowa
- ❖ Delaware
- ❖ Maryland
- ❖ Colorado
- ❖ Vermont
- ❖ New Hampshire
- ❖ Maine
- ❖ Puerto Rico



OF AMERICA, INC.

MARK CARPENTER
SENIOR ASSOCIATE

RANGE OF EXPERTISE

Mr. Carpenter has been performing governmental cost-of-service studies since 1989. Over the past 24 years, he has developed a broad background in local government consulting, with a primary focus on cost allocation development, cost of services and user fee rate development, and management auditing of government operations.

He has worked with city, county, state and special district government agencies on cost accounting and mandated cost claiming projects. His range of experience includes the following:

- ❖ Government Cost Allocation Plans (OMB Circular A-87)
- ❖ Full Cost Allocation Plans (GAAP)
- ❖ User Fee Studies
- ❖ Indirect Cost Rate Proposals
- ❖ Jail Rate Studies
- ❖ Long-range Financial Forecasting
- ❖ Dual Taxation Analysis
- ❖ Development of Special Taxing and Benefit Districts
- ❖ Cost Analysis

In August 2010, Mr. Carpenter joined MGT of America, Inc. Prior to joining MGT, he was a Vice President with the Matrix Consulting Group for four years. Between 1989 and 2006 he held positions of responsibility with MAXIMUS, Inc., DMG-MAXIMUS, and David M. Griffith and Associates, Ltd. (DMG). Before becoming a local government consultant, Mr. Carpenter worked for the City of Fort Worth, Texas as a Management Analyst in the City's Office of Management Services and as the Fiscal Administrator for the Fort Worth Police Department.

PROFESSIONAL AND BUSINESS EXPERIENCE

Mr. Carpenter has personally prepared over 120 cost allocation plans and over 30 user fee and cost of services studies for government clients in 8 States.

PROFESSIONAL
EXPERIENCE

31 YEARS OF EXPERIENCE

MGT of America, Inc.
Senior Associate
August 2010 – Present

**MATRIX CONSULTING
GROUP**
Vice President

MAXIMUS, INC.
Senior Manager

DMG-MAXIMUS, INC.
Senior Manager

**DAVID M. GRIFFITH AND
ASSOCIATES, LTD. (DMG)**
Senior Consultant

EDUCATION/
CERTIFICATIONS

**UNIVERSITY OF NORTH
CAROLINA, CHAPEL HILL**
MPA

**DAVIDSON COLLEGE,
NORTH CAROLINA**
BA

Specific examples from Mr. Carpenter's experiences are described below:

- ❖ OMB A-87 and Full Cost (GAAP) allocation plans for cities and counties ranging in population from a few thousand to over two million. Many of these plans included strict cognizant agency audit and approval.
- ❖ OMB A-87 compliant Indirect Cost Rate Proposals for cities, counties and special districts. Many of these rate calculations included strict cognizant agency audit and approval.

- ❖ User fee studies for cities and counties that encompass all governmental services including, but not limited to, Building, Clerk, Courts, Public Safety, Development, Health, Planning, Recreation, Sanitation, and Planning/Zoning.

EXAMPLES OF GOVERNMENTS SERVED

Cities:

- ❖ Bryan, Texas
- ❖ College Station, Texas
- ❖ Dallas, Texas
- ❖ Fort Worth, Texas
- ❖ City of Houston, Texas
- ❖ Odessa, Texas

- ❖ Rockville, Maryland
- ❖ San Antonio, Texas
- ❖ San Francisco, California
- ❖ Los Angeles, California
- ❖ San Marcos, Texas
- ❖ Cooper City, Florida

Counties:

- ❖ Harris County, Texas
- ❖ El Paso County, Texas
- ❖ San Patricio County, Texas
- ❖ Denton County, Texas
- ❖ Prince William County, Virginia

- ❖ Placer County, California
- ❖ El Dorado County, California
- ❖ Allegan County, Michigan
- ❖ Broward County, Florida



OF AMERICA, INC.

SHIRLEY W. SEWELL
SENIOR CONSULTANT

RANGE OF EXPERIENCE

CONSULTING BACKGROUND. Shirley Sewell joined MGT in April 2008 as a Senior Consultant in our Costing Services Practice after holding consulting positions with the Financial Services Division of MAXIMUS, Inc. for over 20 years. She has over 30 years of experience with state and local programs and organizations. Her MAXIMUS, Inc. consulting experience and prior work experiences with the Dallas County Budget Office and as Assistant Administrator for Dallas County have provided her with both theoretical and practical experience in the analysis and costing of governmental operations. She has acquired experience in governmental budgeting, finance, accounting, and operations through her management and participation on numerous state and local government management and costing projects. Types of projects that she has managed and/or participated on include:

- ❖ Development of activity based cost of services studies including numerous user fee studies for both state and local jurisdictions
- ❖ Development of CAPs in accordance with federal principles.
- ❖ Assistance on several statewide cost allocation plans (SWCAPs).
- ❖ Development and negotiation of indirect cost rate proposals (ICRPs).
- ❖ Development of charge-back rate methodologies and rates.
- ❖ Development and negotiation of jail rate studies and U.S. Federal Marshal daily housing costs.
- ❖ Development and negotiation of implementation plans and quarterly claims associated with county Title IV-E, Title IV-D activities and Medicaid.
- ❖ Assisting agencies in maximizing general fund cost recoveries from federally funded programs, enterprise and special revenue funds, and other non-general fund sources.
- ❖ Organizational and operational reviews.
- ❖ Process improvement studies.
- ❖ Salary surveys and staffing analysis.
- ❖ Development and presentation of seminars on cost accounting for state agencies, local governments and professional organizations

**PROFESSIONAL
EXPERIENCE**

29 YEARS OF EXPERIENCE

MGT OF AMERICA, INC.
Senior Consultant,
April 2008

MAXIMUS, INC.
Cost Services Division
Independent Contractor
March 2003-April 2008
Sr. Manager
Manager
Sr. Consultant
Consultant
1983-2003

DALLAS COUNTY, TEXAS
Assistant Administrator
1986-1987
Sr. Budget Analyst
1979 – 1983

EDUCATION

**L. B. J. SCHOOL OF PUBLIC
AFFAIRS, UNIVERSITY OF
TEXAS**
Master Public Affairs

STATE GOVERNMENT

Ms. Sewell has acquired an extensive knowledge of U.S. Office of Management and Budget Circular A-87 (OMB A-87) and state agencies operations through her consulting experiences in the states of Alaska, Oklahoma, Texas and Washington. Her state experiences have included assisting in the preparation of SWCAPs; state agency CAPs, indirect cost rates and ICRPs; charge-back rates for billed services in accordance with OMB A-87; and activity-based cost of services studies. Her responsibilities have included the collection and analysis of organizational, financial and performance data; the preparation of detail and summary report in accordance with OMB A-87; assisting in the negotiation of SWCAPs and ICRPs with federal agencies; assisting agencies in the application of indirect cost rates; development of billing rate methodologies and charge-back rates that comply with OMB A-87; and the costing of services for which a fee is charged or possibly charged. State government projects on which she has participated include Texas Department of Public Safety, Texas Office of the Attorney General, Texas Office of the Governor, Texas SWCAP, Texas Department of Health Lab Fees, Alaska SWCAP, Washington State Patrol, and Oklahoma Department of Administration.

LOCAL GOVERNMENT

In addition to Ms. Sewell's prior work experiences with Dallas County, she has acquired an extensive knowledge of local government operations through her project experiences as a consultant. Her experiences have included the preparation of ICRPs, CAPs for the identification of general fund costs provided to non-general fund entities, charge-back rates for billed services, activity based cost of services studies, and organizational and operational reviews. She has successfully negotiated local government CAPS, indirect cost rates, and ICRPs with Her responsibilities have included the collection and analysis of organizational, financial, and performance data; the preparation of detail and summary reports in accordance with OMB A-87; negotiation of CAPs and ICRPs with state and federal agencies; assisting local governments in the application of indirect cost rates; development of billing rate methodologies and charge-back rates that comply with OMB A-87; and the costing of services for which a fee is charged or possibly charged. Specific projects on which she has participated include the following:

- ❖ Completion of ICRP and CAP projects for counties including the Texas counties of Cameron, Galveston, and Tarrant, as well as cities including Dallas, Texas, Ft. Worth, Texas, San Antonio, Texas, Plano, Texas and Corpus Christi, Texas. Experience also includes transportation agencies North Texas Tollway Authority and the Denton County Transportation Authority.
- ❖ Developed and submitted to the Texas Attorney General Child Support Division, budget and quarterly claims on behalf of Texas counties for the reimbursement of costs associated with Title IV-D activities. Texas counties for which services were provided included Bexar and Tarrant.
- ❖ Developed and submitted to the Texas Juvenile Probation Commission and the Texas Department of Protective and Regulatory Services Department budgets, implementation plans, and quarterly claims on behalf of Texas counties for the reimbursement of costs associated with Title IV-E activities. Texas counties for which services were provided included Bexar, Galveston, Harris, and Travis.

- ❖ Developed and submitted implementation plans and quarterly claims to the Texas Department of State Health Services, on behalf of Harris County for the reimbursement of costs associated with Medicaid administrative services.
- ❖ Prepared cost of service analyses and user fee studies including unit costs of service for numerous local government clients including, Coconino County, Arizona, Southwest Florida Water Management District, City of Oklahoma City, Oklahoma, and City of Dallas, Texas.
- ❖ Reviewed and provided recommendation to Texas Regional Councils of Governments on the adequacy of regional councils of governments' ICRPs and their compliance with OMB A-87 principles and procedures, including presentations to sub-committee of the Texas Legislature.
- ❖ Developed and submitted for U.S. Federal Marshal approval of daily rate proposals for the reimbursement of costs associated with housing federal prisoners. Ms. Sewell also prepared detailed analyses of county jail costs utilizing activity-based costing principles and developed daily rates to secure reimbursement for county detention services and served as an expert witness on the cost of housing State prisoners in County jails.
- ❖ Responsibilities with the Dallas County included the preparation and maintenance of budgets; preparation of financial reports including long-range program forecasting; managing the County's risk management program; supervising the County's records management program; and developing a county-wide office space inventory.

RANGE OF EXPERTISE

CONSULTING BACKGROUND

Elise d'Auteuil has over 30 years of experience with state and local programs and organizations. Through her management and participation on numerous state and local government projects, she has acquired an extensive knowledge of federal and generally accepted accounting principles and procedures, governmental budgeting, finance, accounting, and operations. Projects that she has managed and/or participated in include:

- ❖ Statewide cost allocation plans (SWCAPs)
- ❖ Indirect cost allocation plans (CAPs) and indirect cost rate proposals (ICRPs) for cities, counties and state agencies
- ❖ Cost of service studies and rate methodologies
- ❖ Jail rate per diem studies and U.S. Federal Marshal housing costs
- ❖ Implementation plans and quarterly claims for Title IV-E, Title IV-D and Medicaid Administrative reimbursement
- ❖ Organizational and operational reviews

PROFESSIONAL AND BUSINESS EXPERIENCE

Ms. d'Auteuil has worked on hundreds of state and local cost allocation plans, indirect cost rate proposals and cost of services studies.

Specific examples from Elise's local government project management experience are described below:

- ❖ Managed the preparation, submission and negotiation of the Los Angeles County Metropolitan Transportation Authority (LACMTA) Indirect Cost Rate Proposal with the US Department of Transportation, Federal Transit Authority to recover administrative costs associated federal grants. 2007 – current
- ❖ Managed the preparation of the Harris County, Texas Indirect Cost Allocation Plans (Full Cost and OMB A-87) to recover administrative costs associated federal grants, to recover general fund support costs associated with non general fund operations, and to recover indirect costs from other jurisdictions. 2010 – current

PROFESSIONAL EXPERIENCE

34 YEARS OF EXPERIENCE

MGT OF AMERICA, INC.
Senior Consultant
August 2007 - Present

MAXIMUS, INC.
Cost Services Director
January 2007 – July 2007
Senior Manager
2000 – 2006
Manager
1993 – 1999
Senior Consultant
1989 - 1992

**DALLAS COUNTY MENTAL
HEALTH AND MENTAL
RETARDATION CENTER**
Budget and Grants
Officer
1983 – 1988

DALLAS COUNTY, TEXAS
Budget Analyst
1979 – 1982

EDUCATION/ CERTIFICATIONS

The George Washington
University, Washington

- ❖ Managed the preparation of the Collin County, Texas Indirect Cost Rate Proposal to recover administrative costs associated federal grants. 2010 – current
- ❖ Managed the preparation of the North Texas Tollway Authority Indirect Cost Allocation Plans (Full Cost and OMB A-87) and calculation of unit rates of service for the System Incident Management and Customer Services Departments to recover costs associated federal grants and the provision of services to other entities.
- ❖ Managed the preparation of the Pinal County, Arizona Indirect Cost Allocation Plan and Per Diem Jail Rate Study to recover administrative costs associated federal grants, to recover general fund support costs associated with non general fund operations, and to recover prisoner housing and medical costs from other jurisdictions. 2007 - 2010
- ❖ Managed the preparation of the Southwest Florida Water Management District (SWFWMD) Indirect Cost Rate Proposal and Laboratory User Fee Study to recover administrative costs associated federal grants and to recover laboratory costs from other jurisdictions. 2007 - 2008

Additionally, Elise has extensive experience at the state level of government. Examples of her project management experience on state projects are described below:

- ❖ Managed the preparation, submission and negotiation of the Texas Statewide Cost Allocation Plan to identify and allocate statewide central service costs to benefitting state agencies and to document statewide billed services according to federal OMB A-87 regulations. 2007 - current
- ❖ Managed the preparation, submission and negotiation of the New Mexico Statewide Cost Allocation Plan to identify and allocate statewide central service costs to benefitting state agencies and to document statewide billed services according to federal OMB A-87 regulations. 2007 - current
- ❖ Managed the preparation, submission and negotiation of the United States Territory of the Virgin Islands Government Wide Cost Allocation Plan to identify and allocate government wide central service costs to benefitting state agencies and to establish indirect cost rates for 10 USVI departments. 2010 - current
- ❖ Managed the preparation, submission and negotiation of the Texas Office of the Attorney General Indirect Cost Rate Proposal and Legal Services Billing Rate Study to recover administrative costs associated with federal grants and to appropriately bill other agencies and entities for legal services provided. 2007 - current

- ❖ Managed the preparation, submission and negotiation of the Texas Office of the Governor Indirect Cost Rate Proposal to recover administrative costs associated with federal grants and to recover general fund support costs from non general fund programs within the agency. 2007 - current
- ❖ Managed the preparation of the Texas Comptroller of Public Accounts Innovation and Technology Services cost allocation plan to fully recover statewide costs associated with information technology services. 2009 - current
- ❖ Managed the preparation, submission and negotiation of the Texas Department of Agriculture Indirect Cost Rate Proposal to recover administrative costs associated with federal grants and to recover general fund support costs from non general fund programs within the agency. 2012 - current

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Operating Plan – Describe the proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events (e.g., Gantt chart).
 - A. Identify the number of hours to be spent by each key member of the project team during each phase;
 - B. Develop an exhibit illustrating Respondent's compliance with the project schedule. If Respondent is unable to meet the proposed schedule, identify the time required to complete the work outlined in the RFP;
 - C. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

2. Methodology – Provide an overview of the methodology (ies) proposed to establish the cost allocation plans, indirect cost rate proposals, and capital administrative billing/budgeting schedules.
 - A. Describe Respondent's process for gathering information and plan to be used verifying data received;
 - B. Respondent may provide alternative approaches to accomplishing the objectives of the project and those alternatives will be based upon their ability to meet the City's goals with an attractive cost benefit value
 - C. Describe Respondent's plan to verify that the proposed model conforms to all State and Federal Guidelines.

3. Additional Information: Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

PROPOSED PLAN

1. Operating Plan

Development of Principles and a Model for Allocating IT Costs to Organizational Entities

While every consulting firm, including MGT, standardize certain engagement processes, we do not impose a rigid work plan or pre-determined, one-size-fits all outcome on any of the City of San Antonio's departments, divisions or agencies. We will work with City personnel to combine our cost accounting expertise and experience with similar studies for similar organizations with the collective knowledge, understanding, and desired outcomes of City personnel. As we have done with all past engagements, MGT and the City will work together to define the project deliverables and outcomes.

Although the ultimate project deliverables and outcomes will be jointly identified and established, our work plan and methodology will have the following components. These components are fluid within each engagement and highly customized for each unique project. We are including these components in our proposal to demonstrate our experience and understanding of the details critical to setting up a defensible ISF cost model for such a large service organization.

Technical Plan

The following section describes the proposed major tasks necessary to complete the study. It also identifies the projected hours spent per consultant in each phase:

1. **Submit Preliminary Data Request and Conduct Initial Kickoff Meetings.**

Initially, we will submit a preliminary data request for general information regarding IT Department (ITSD) operations in each of its four major divisions: Enterprise Application, Enterprise Infrastructure, Public Safety Technology, and Customer Relations. This enables the consulting team to familiarize themselves with the overall operations and organizational structure that allows for a more productive initial kickoff meeting to follow.

Our project team will meet with City personnel who have responsibility or a high interest in the evaluation and implementation of the charge back or ISF model. These meetings will refine the specific goals, objectives, requirements, purposes, and

schedule of the project. The meetings will also help the project consultants understand the unique aspects of ITSD.

Project Manager: 8 hours
Project Consultant: 8 hours
IT Consultant: 8 hours

2. Review of Organizational Structure and Service Delivery.

During this task, the project team will collect and review data such as organization charts, expenditure statements, budgets, personnel counts, salary reports, and service delivery statistics. Project consultants will work with City personnel to develop and gather the needed data in the most efficient way possible. Project consultants will meet with and interview representatives from the various organizational units involved in order to determine the services provided, personnel providing the services, the recipients of the provided services, direct costs (budget and actual) along with any statistical service delivery data already being collected or readily available.

In order to develop an overall understanding of the factors impacting and shaping service requirements (costs), project consultants will need to review all relevant information regarding operations and programs. This includes reviewing all policies associated with services provided, customer profiles, usage statistics, and all other operational information and policies impacting the cost of those services. The result of this task will serve as the basis of the structure for the internal service model, including the determination of service offerings and future charge back (ISF) rate structures.

Project Manager: 8 hours
Project Consultant: 16 hours
IT Consultant: 8 hours

3. Divide ITSD costs into functions or cost pools.

The costs associated with the service provider, both direct and indirect (from the City-wide cost allocation plan) will be segregated into like or similar functions, referred to as cost pools. These pools will represent distinct activities performed within the division and will include administrative and support, as well as direct service functional costs.

We will determine and distribute all labor costs into functions based on timesheets, assignments, activities, or other allowable methods. Once staff members and their corresponding salaries and wages are distributed into the proper functions, other division costs—such as materials and supplies, benefits, etc.—will also be distributed proportionately into the same functions. The result of this task is a breakdown of all costs into functional cost pools, which can then be allocated to the various services provided (or to non-billable areas if applicable) using meaningful, measurable, and auditable cost distribution (allocation) techniques.

Costs identified as overhead support for ITSD provided through other City departments will be distributed down to the service level as well. However, they will retain their identity throughout the process and their impact easily quantified on our charge back rate cost composition reports. *MGT has found, with regards to charge back rates that having the composition of a billed rate at a detailed level is essential to the acceptance of those charges by end users and external auditors.* From our experiences, we have found that fees will not be accepted by those charged unless the method of calculating the fee is fairly straightforward (simple) and that the amounts can be easily defended. It is one thing to tell someone that the fee for a particular service is, say \$5. It is quite another to tell them why it costs \$5. With our approach, for each fee calculated we will be able to show its composition down to a very low level. The distinction between a direct or indirect cost is paramount as many times the indirect costs are unavoidable and not controllable by the service provider. In our reports we will clearly show that distinction.

Project Manager: 4 hours

Project Consultant: 24 hours

IT Consultant: 8 hours

4. Develop billing bases for each service function.

MGT will use information obtained from task 2 outlined above to select appropriate billing bases for each service provided. Methods derived will serve as the basis for calculating individual service charge back fees and rates. In selecting the billing bases for each provided service, we will take into consideration the effectiveness of potential methods in terms of cost recovery and evaluate which billing technique will send the proper cost and pricing signals to end users in order to influence their behaviors for overall cost control purposes.

We will explore if there are other possible ways to recover costs, and, at the same time properly communicate this message to user departments. Alternative pricing or rate

setting billing methods will be identified and presented to ITSD management for consideration.

We will outline the pros and cons of these alternatives and make recommendations based upon our experiences with other jurisdictions. Data (usage statistic) availability will be factored into the selection of each of the billing bases, along with input from ITSD personnel and all GAAP, OMB or City policy requirements.

Project Manager: 4 hours

Project Consultant: 24 hours

IT Consultant: 8 hours

5. Calculate draft charge back fees, charges and rates.

MGT will use all of the cost and statistical information obtained from the tasks above to calculate draft charge back fees and rates using an Excel based model. This model will calculate and provide (through its detailed and summary reports) the full cost of providing each service. Reports will be provided which identify for each service, its full cost along with its direct, indirect and overhead cost components clearly displayed. In addition, we will create cost composition reports, showing the full cost of each service, broken down at the specific line item level. These cost composition reports will show the annual cost (budget or actual basis), the fee (cost) per unit of service, and the percentage for each significant line item.

It is during the completion of this task where we will recommend appropriate fees and charges for each service provided. For those fees where full recovery may be deemed unrealistic, we will factor in appropriate subsidy percentages based on discussions with City personnel. In addition, based upon our national experience, we will identify any potential additional sources of revenue (other than general taxes) for services offered whereby ITSD might seek cost recovery.

Project Manager: 4 hours

Project Consultant: 32 hours

6. Draft written Charge Back User Guide (Services Manual).

Many will be unfamiliar with the unique federal and state requirements associated with internal service funds or chargeback models. The required documentation for ISF (charge back) rates and charges *is much more extensive than what is normally associated with a traditional cost allocation plan.* We keenly understand this fact

and through our past experiences we recognize that federal guidelines also require the following:

For each internal service fund or similar activity with an operating budget of \$5 million or more, the plan shall include: a brief description of each service; a balance sheet for each fund based on individual accounts contained in the governmental unit's accounting system; a revenue/expenses statement, with revenues broken out by source, e.g., regular billings, interest earned, etc.; a listing of all non-operating transfers (as defined by Generally Accepted Accounting Principles (GAAP)) into and out of the fund; a description of the procedures (methodology) used to charge the costs of each service to users, including how billing rates are determined; a schedule of current rates; and, a schedule comparing total revenues (including imputed revenues) generated by the service to the allowable costs of the service, as determined under this Circular, with an explanation of how variances will be handled.

Within the last year alone, MGT consultants have prepared nearly a dozen ISF or charge back User Guides and manuals in compliance with the federal and state regulations as noted above. Pursuant to these regulations we will provide, during this task, a written internal service fund or charge back user guide (manual) for ITSD. The manual will include:

- Written descriptions of the services provided.
- Documentation of general rate structures and designs.
- Documentation of rate calculation procedures and techniques.
- Written descriptions of reconciliation or "true up" methods.
- Listings of data sources and reports utilized.
- Listings of pertinent definitions and terms.

Project Manager: 4 hours

Project Consultant: 24 hours

7. Create Ten Year ISF (Charge Back) Rate Forecast Model.

Through our collective experience with many similar studies, we have learned that a critical component of effectively managing a charge back operation is the forecasting of costs and the related impact on *future rates*. For both the service provider and the end users, it is of vital importance to anticipate future costs, to budget and plan

accordingly thereby eliminating unwanted "surprises" and to obtain necessary funding. In addition to documenting the services and rate calculation procedures as outlined above, we will also develop an Excel based ten-year rate and fund balance forecasting model for the charge back services of ITSD.

This tool is designed to predict the need for future adjustments in charge back rates and to quickly (and accurately) conduct internal "what if" scenario analysis. The model will be prepared in a format consistent with traditional internal service fund reporting requirements as recognized by GAAP accounting and, as such, will resemble a statement of changes in net assets, forecast for the next ten years. The model will represent a series of linked worksheets designed to allow Information Technology to forecast changes in individual line items of costs and revenue streams based upon known or anticipated factors. The model will become the property of the City upon completion of the project, thus reducing the City's reliance upon external consultants.

Project Manager: 2 hours

Project Consultant: 8 hours

8. Conduct internal quality control review.

The MGT project team will undertake an extensive internal review process to raise the accuracy of the charge back process and ensure that City personnel do not waste time reviewing substandard or incomplete work.

Project Director: 2 hours

Project Manager: 2 hours

Project Consultant: 2 hours

IT Consultant: 2 hours

9. Present preliminary project results to ITSD and modify as needed.

We take great pride in the quality of our deliverables and our reputation. Not only do we need to meet the rules and regulations governing the creation of charge back models, but we also strive to exceed the expectations of our clients. We do not consider a project final until our clients are completely satisfied and *they* consider it final.

This means that we go to great lengths to communicate draft findings to client representatives *throughout* the project. We recognize the importance of client involvement in the accuracy and ultimate acceptance of our deliverables. Although

we will be presenting draft reports and findings throughout the project, this task simply represents the culmination of those efforts into a meeting with all vested parties where all of our proposed deliverables are presented and discussed. Any modifications or changes after this meeting will be incorporated into final deliverables as outlined below.

Project Manager: 8 hours
Project Consultant: 8 hours
IT Consultant: 8 hours

10. Provide the final Cost Allocation Model(s) to the City.

We will provide both printed and electronic copies (Adobe PDF file, Excel and MSWord on CD-ROM) of the final charge back model and rate manual to City personnel following confirmation that the work is considered final by the City's project manager. Additionally, we will provide electronic copies of all support files or schedules, and other reports as requested.

Project Consultant: 4 hours

11. Assist ITSD and Innovation & Reform Team with the preparation and delivery of two (2) presentations to City management and other stakeholders.

MGT staff will also assist in the preparation and presentation of the rates and methodologies to City management and interested stakeholders. This will include preparation of presentation documents, attendance at meetings and/or presentations, and fielding questions or concerns from those in attendance.

Project Manager: 8 hours
Project Consultant: 2 hours

12. Provide instruction to appropriate City staff (up to four hours of on-site training) on the model features and how to incorporate changes and develop "what if" scenarios in the rate forecasting model.

MGT staff will also assist in the preparation and presentation of the rates and methodologies to City management and interested stakeholders. This will include preparation of presentation documents, attendance at meetings and/or presentations, and fielding questions or concerns from those in attendance.

Project Consultant: 4 hours

As previously stated, the ultimate project deliverables and outcomes will be identified and established jointly between MGT and the City. Although our actual work plan we contain the activities just described, these activities will be highly customized to the unique needs and desires of the City of San Antonio.

The projected total hours by consultant classification is:

Project Director: 2 hours
Project Manager: 52 hours
Project Consultant: 156 hours
IT Consultant: 42 hours

TOTAL HOURS: 252

2. Methodology

Approach

MGT consultants in general, and the proposed project team specifically, have provided cost allocation services to many state agency, large county, and large city clients. We recognize these large, complex clients present unique and challenging opportunities not found in the majority of our small and medium sized clients. Therefore, our approach, our dedicated resources, and our team of experts are customized to each large government agency we serve.

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 and rate development 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.

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

Every large complex cost allocation engagement includes the following four significant tasks.

1. A rigorous, four-step quality assurance process.
2. Pre and post project training sessions.
3. Project status reports at intervals (in this case, weekly) requested by the jurisdiction.

- **Leverage experience.** The current and recent experience from serving numerous large, complex cities such as the City of Dallas, the City (and County) of Denver and the City of Oakland of our proposed project team means the City will receive much more than capability. We also have recent, direct experience in developing IT rates and cost allocation methodologies with such clients as Jefferson County, Colorado and Monterey County, California (current client). The City will also receive the following beneficial information.
 - Trends in financial and operational matters in other large governmental entities.
 - Audits and audit findings in other large governmental entities.
 - IT cost allocation and rate development best practices from other large governmental entities.
 - Fresh ideas gleaned from other large governmental entities.
- **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 City personnel if the project results are not accurate.
- **Timeliness.** No matter how accurate the project results are, the project is less meaningful and has again created significantly more work for City personnel if the project is not completed within the required deadline.
- **Management decision making.** In addition to being accurate, timely, and providing a smooth, non-disruptive process for City 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.
- **Communication.** For the project to be successful, City 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, City 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.

- **Continuous improvement.** Just like the City changes and strives to improve delivery of services each year, the cost allocation and rate development project must also improve each year. It is not enough to simply update the cost allocation model 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. Our models will allow the City to update its costs and restructure its charges as conditions warrant in future years.

Without the constraints from cutting project hours to meeting the pressures of Wall Street profit requirements, MGI consultants are able to respond to clients quickly and spend time with clients to provide services above and beyond the project deliverables.

General Methodology

We utilize a cost allocation and IT rate development methodology that incorporates years of experience applying OMB Circular A-87 and Generally Accepted Accounting Principles (GAAP) into a systematic, yet flexible, multi-step approach to raise the accuracy and acceptance of cost allocation model, indirect cost rate proposals and capital administrative billing/budgeting schedules. This methodology has been reviewed and accepted by state agencies, federal cognizant agencies, internal auditors and external auditors in multiple states, including Texas.

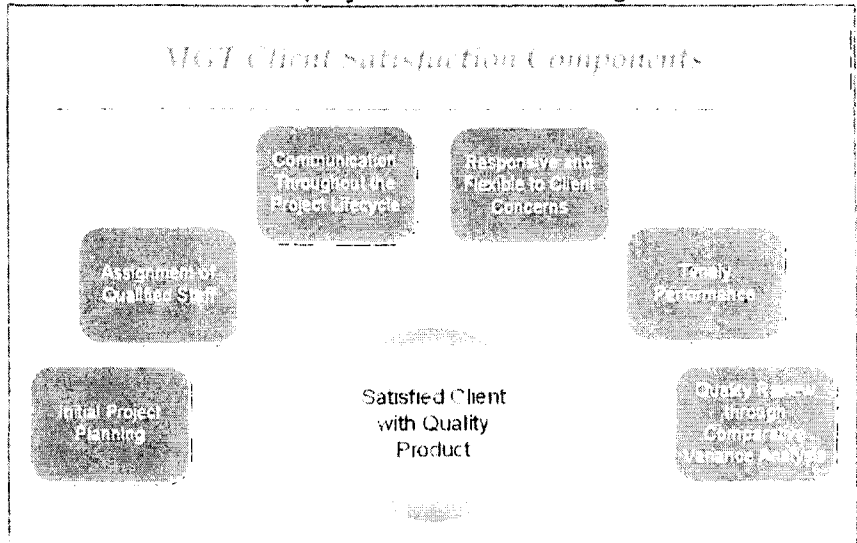
Technical Methodology

The project team will adhere to OMB Circular A-87 principals to prepare the ITSD cost allocation model indirect cost rates and capital administrative billing/budgeting schedules. This is a full-cost recovery process which minimizes the potential problem of under/over recovery of the total budgeted costs. Each customer is treated in an equitable manner and the rate is based on the amount of resources used, such as data storage usage and telecommunications charges.

The cost allocation model will be prepared utilizing an Excel-based format that will be conveyed to the City upon project completion.

Client Satisfaction

MGT's project management process and client satisfaction components are graphically represented below. We have found that focusing on these six components of client satisfaction ensures that the work is properly performed and that milestones are met on schedule and within budget. The primary tool for ensuring that each of the six components is adhered to is communication. Our project teams are in regular contact with the Project Director providing project status updates and explaining any variances from the planned schedule. Additionally, MGT is committed to regular client contact through on-site meetings and formal status updates at regular intervals.



MGT Quality Assurance Process

Additionally, MGT has a robust Quality Assurance Plan in place to ensure that the work we perform meets the highest industry standards. It is through this process that we will work with the City to gather and verify the data received. The Quality Assurance Plan is represented in the graphic on the following page.

Quality Assurance Plan

<p>Step 1 Consultant/Client Interface</p>	<ul style="list-style-type: none"> ➤ Weekly status reports ➤ Review of scope documents for "functional benefits" ➤ Review of draft methods of allocation (if other)
<p>Step 2 Project Manager/ Reviewer</p>	<ul style="list-style-type: none"> ➤ Allocation methods reviewed ➤ Eligibility of allowable costs examined ➤ Assumptions tested
<p>Step 3 Consultant/Client/ Analyst</p>	<ul style="list-style-type: none"> ➤ Software generated variance reports identified ➤ Variance case checked and verified ➤ City staff explained and discussed with Client
<p>Step 4 Analyst/Client/ Reviewer</p>	<ul style="list-style-type: none"> ➤ Final project file review of draft plan by Project Manager ➤ City staff review regional/allocation perspectives ➤ Discussion with Project team regarding project

Assistance from City Staff

We are flexible in the level of involvement of City personnel. City personnel can work very closely with the project team and be actively involved in every step of the process or can be moderately involved in the project and defer the day-to-day project details and data collection to the consultants. Either approach, or an in-between hybrid approach, will lead to the same successful project results.

The experience of the proposed project team, the proven project approach and first-hand relevant knowledge of the City's structure and reports, means selecting MGT will *benefit*, not burden, City personnel.

Regardless of the level of involvement of City personnel, every step in our methodology encourages and welcomes questions from City personnel. Our methodology also allows for, and encourages, an ongoing dialogue between City personnel and the project consultants to address concerns, issues, or problems, while jointly creating associated solutions.

Ability to Accommodate and Respond to Changes

Most professional firms are staffed as a pyramid. That is there are a few senior level consultants at the top of the organization with many junior level consultants performing the majority of the project work.

Conversely, the Costing Services division within MGT is staffed as an inverse pyramid. There are a few junior level consultants with many senior level consultants performing the majority of the project work. For this project, all the services will be performed by senior-level consultants.

This staffing model ensures the proposed project team is knowledgeable and flexible enough to accommodate annual change that is inevitable in large, complex governmental entities such as the City of San Antonio. The proposed senior-level consultants will not be reactive to the changing organizational structure of the City and need to be told changes occurred, or even where to look for changes that occurred. Rather, the proposed consulting team will be *proactive* in addressing changes and adapting the cost allocation model accordingly, without disruption to City personnel or on-going operations.

Not only will the proposed project team proactively address City structural or organizational changes, City personnel will benefit from the advice and expertise provided by the project team to effect change.

Additionally, as a result of the project team's depth of experience with similar projects for similarly government entities, each member of the proposed project team knows to prepare for the unexpected.

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 experience from this and similar projects, to either head-off, or resolve the unexpected issues or concerns that will undoubtedly arise in this project.

Conformance to all State and Federal Guidelines

Establishing accurate ITSD rates and charges can be a daunting task. Setting chargeback rates, in many ways, represents a "financial balancing act." Should rates be set too high, users will view the rates as not fair or equitable and they will assume that the ISF is inefficient, or too costly. On the other hand, if ISF rate structures are set too low, the service provider will not recover the appropriate amount of costs to perform the required

services. Both situations have undesirable consequences. In addition, there are many rules, regulations and guidelines that must be adhered to in order to be in compliance with Generally Accepted Accounting Principles (GAAP) and federal guidelines. Also, should charges be assessed to other City departments involved with grant funded activities, rates must meet the requirements of the Office of Management and Budget (OMB) and external auditors.

The MGT cost allocation model used in this project has a track record of implementation in a number of agencies. Development of the cost allocation plan and the associated rates are crafted with the knowledge of preparation requirements contained in federal and state regulations and guidelines. Our models have never been challenged by a state or federal agency. We maintain strict standards to ensure that OMB A-87 Guidelines are followed in the rate development process.

3. Additional Information

Project Management

Our Project Management approach is not limited to identifying project tasks and preparing a corresponding Gantt chart. For us, client-focused project management means safeguarding City personnel from the following:

- Unreasonable and unnecessary disruptions to existing work
- Reviewing substandard work
- Missed deadlines
- Lack of responsiveness from the consulting team during or after the project

To prevent these and other negative situations and to ensure an efficient, accurate and timely cost allocation project, we will implement the following project management processes.

Efficiency

Our project team will work with City personnel to ask questions and gather data in the most non-disruptive, efficient manner possible.

Availability

Our project team will have not only the capability, but the capacity to provide the requested services in the desired timeframe. If necessary, additional consultants will be added to the project to ensure timeliness and accuracy.

Timelines

Deadlines and milestones will be jointly established at the start of the project, and met throughout the project.

Quality Control

Our approach and project management results in quality project deliverables and client satisfaction. We are used to having our work audited or reviewed by state or federal negotiators and auditors. Therefore, we have established a process to ensure the accuracy and quality of our work. The following **three quality control activities** are embedded in every project.

1. All draft project deliverables will be reviewed and cross-checked by the project director or lead consultant. Detailed work papers and schedules will be prepared, reconciled, and referenced to source documents.
2. The project director will review all schedules and work papers prior to the development of the draft cost allocation plan and rates, and again prior to the final cost allocation plans and rates.
3. Our quality assurance coordinator will review the draft and final cost allocation plan and rates as well as ensure that all work papers are properly identified and maintained in accordance with OMB Circular A-87 guidelines.

Communication

Our commitment to communication is not limited to impersonal and sporadic emails and an eventual box of cost allocation plan copies. For us, client-focused communication means frequent formal and informal correspondence in between on-site meetings. Our commitment to communication also includes a high level of responsiveness to City personnel.

Our proactive communication plan includes the following components.

Responsiveness

Throughout the project, and even following project completion, our project team will be responsive to City personnel. Phone calls and emails will be promptly returned. Questions will be answered. Information will be provided. City personnel will never be left to wonder when a phone call or email will be returned or by whom.

Surveys and Status Reports

To ensure the City's complete satisfaction with this project, designated City personnel will receive a mid-project survey and a post-project survey. The mid-project survey is an opportunity for City personnel to provide critical feedback to our project director during the project – while there is still time to address any issues or shortcomings. The post-project survey is an opportunity for City personnel to rate the overall project and our opportunity to address any issues the next year. This approach also forces the consultants to keep on top of data collection and verification processes throughout the project. This step is critical given the short turnaround time for this project.

Designated City personnel will also receive formal project status reports at requested intervals (weekly). These reports detail project phases, tasks, responsibility and percent complete for both specific tasks and the overall project.

These regular reports will hold the project team accountable to City personnel in that the planned completion of milestones and deadlines is compared to the actual completion of milestones and deadlines.

This approach will lead to City personnel developing a strong understanding of the cost allocation plan process and the myriad of applications of the project. As the City continues to change and evolve in its structure, service delivery and operations, City officials will be able to rely on accurate cost allocation information to make decisions related to cost recovery, service priorities and resource allocation.

PRICING SCHEDULE
RFP ATTACHMENT B

MGT

OF A MEDICAL DEVICE

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DEVICE

IS

THE

RFP ATTACHMENT B

PRICE SCHEDULE

Total Cost

Total cost shall include all fees to perform the scope of services as identified in this RFP including all materials, supervision, direct or indirect labor, travel, transportation and any related cost to complete the scope of this project.

Please identify a breakdown of each proposed task/deliverable by category (Initiation and Planning) required to perform the completion of the services as described in this RFP.

Deliverable/Task	Cost
Initiation: 1. conduct initial meetings	\$5,105
2. review org structure/service delivery	\$6,663
3. divide ITSD costs into cost pools	\$7,333
4. develop billing bases for each function	\$7,333
Planning: 5. calculate draft fees and rates	\$7,117
6. draft service manual	\$5,559
7. create 10-year forecast model	\$2,001
8. internal QC	\$1,763
9. present results and modify	\$5,105
*Total Cost to Provide Proposed Services to City: \$	51,700
10 provide final model to City	\$ 779
11. assist in presentation	\$2,163
Optional 12. provide instruction on model usage	\$ 779

You must label and clearly identify optional tasks in your proposed plan. A breakdown of any proposed OPTIONAL task/deliverable should only include tasks/deliverables **outside** of the scope of work as described in this RFP.

Optional Deliverable/Task	Cost
No optional tasks.	

Hourly Rates

As a point of reference, please submit applicable hourly rates for each member of vendor's staff who will be engaged in work on this project:

Name	Hourly Rate
Eric Parish	225.00
Jerry McKenzie	205.00
Shirley Sewell	180.00
Mark Carpenter	180.00
Cory Bonogofsky	205.00
Elise D'Aueuil	205.00

CONTRACTS DISCLOSURE FORM
RFP ATTACHMENT C

MGT
OF AMERICA, INC.

THE
MGT
OF AMERICA, INC.
1000
MGT
OF AMERICA, INC.

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

*1. Name of person submitting this disclosure form.

First: J. Bradley M.I. Last: Burgess Suffix:

*2. Contract information.

a) Contract or project name: IT Cost Allocation Model for IT Services

b) Originating department: Information Technology Services Department

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

MGT of America, Inc.

*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

*5. List any individuals or entities that will be subcontractors on this contract.

Not applicable. No subcontractors will be retained for this contract.

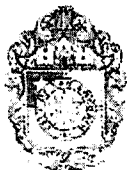
Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors, including the name of the owner(s), and business name:

*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

8. Disclosure of conflict of interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

Notice Regarding Prohibited Interest in Contracts

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see [Section 141 of the City Charter](#) and [Section 2-52 of the City Ethics Code \(Prohibited Interests in Contracts\)](#) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see [Section 2-58 of the City Ethics Code \(Prohibited Interest in Discretionary Contracts\)](#) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

1. Updates Required

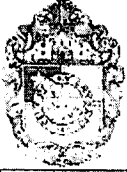
I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

2. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in [Section 2-61 of the City Ethics Code](#) by respondents or their agents may lead to disqualification of their offer from consideration.

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

*** 3. Contribution Prohibitions for "High-Profile" Contracts**

- This is not a high-profile contract.
- This is a high-profile contract.

*** 4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

Oath

- I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: J. Bradley Burgess  Title: Vice President

Company Name or DBA: MGT of America, Inc. Date: November 13, 2013

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966

LITIGATION DISCLOSURE
RFP ATTACHMENT D

MGT
OF AMERICA, INC

11/15/2011 10:00 AM

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No X


Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No X

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No X

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.



J. Bradley Burgess

MGT

2017-2018

SBEDA FORM
RFP ATTACHMENT E

MGT
AMERICA, LLC

10/10/2017 10:10:10 AM
10/10/2017 10:10:10 AM
10/10/2017 10:10:10 AM

RFP ATTACHMENT E

SBEDA FORM(S)

Posted as separate documents.

MGT

MT 400000 - NC

STATE OF MONTANA
DEPARTMENT OF REVENUE
TAMARA L. RYAN, Director



Exception to SBEDA Program Requirements Request Form

RESPONDENT NAME: MGT of America, Inc DATE: November 13, 2013

SOLICITATION NAME: IT Cost Allocation Model for IT Services

API APPLIED:

1. Please check the box that best describes the reason you are requesting an Exception to the SBEDA Program requirements associated with this solicitation:

- The value of the contract is below the \$50,000 threshold for application of the SBEDA Program
- No commercially-useful subcontracting opportunities exist within the contract
- The type of contract is beyond the scope of the SBEDA Ordinance

2. Describe the rationale for your request for an Exception to SBEDA program requirements associated with this solicitation. Attach additional pages, if necessary.

MGT of America provides the services of government financial consultants at a high level of experience and expertise. All work will be performed by senior consultants.

3. Name and phone number of person appointed to coordinate this project.

Name: J. Bradley Burgess

Phone Number: 916-595-2646

E-mail: bburgess@mgtamer.com

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE AND I UNDERSTAND THAT IF THIS REQUEST FOR EXCEPTION IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED **NON-RESPONSIVE**.


SIGNATURE

November 13, 2013
DATE

J. Bradley Burgess
PRINT NAME/TITLE

FOR CITY USE ONLY - ORIGINATING DEPARTMENT

DEPARTMENT: _____

DATE RECEIVED: _____

STAFF NAME: _____

FOR CITY USE ONLY - SBO STAFF

DATE RECEIVED: _____

STAFF NAME: _____

RECOMMENDATION: APPROVED DENIED

EDD DIRECTOR: _____

DATE OF ORIGINATING DEPARTMENT/CIMS/PGS/GSC NOTIFICATION: _____

Justification:

[Empty rectangular box for justification]

**CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

SOLICITATION NAME: *IT Cost Allocation Model for IT Services*

RESPONDENT NAME: MGT of America, Inc.

SOLICITATION API: **Small Business Enterprise (SBE) Prime Contract AND Minority/Woman Business Enterprise (M/WBE) Prime Contract Programs**

API REQUIREMENTS: In order to receive the **ten (10)** evaluation preference points associated with the SBE Prime Contract Program and/or **ten (10)** evaluation preference points associated with the M/WBE Prime Contract program on this solicitation, S/M/WBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified Small Business and/or Minority Business Enterprises and/or Woman Business Enterprises with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.

S/M/WBEs must be certified with the South Central Texas Regional Certification Agency **and** be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to receive preference points. For further clarification, please contact Catherine Olukotun, at (210) 207-8088.

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: MGT of America, Inc.	\$ 51,700	100 %	not applicable	financial consulting
SAePS Vendor #:			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.


Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	

**** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.aspx>.**

Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
Sub:	\$		%	
SAePS Vendor #:				SCTRCA #:
A.Total Prime Participation:	\$ 51,700		100 %	A. Total base bid amount to be kept by prime.
B.Total Sub Participation:	\$		%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:	\$		%	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:	\$ 51,700		100 %	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: J. Bradley Burgess Sign:  Title: Vice President

Date: November 13, 2013

FOR CITY USE

Action Taken: Approved Denied _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

LOCAL PREFERENCE PROGRAM
IDENTIFICATION FORM
RFP ATTACHMENT F

RFP ATTACHMENT F

Local Preference Program Identification Form

Posted as separate documents.

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, adopted by Ordinance 2013-03-21-0167, implemented a local preference program for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference in the award of the following types of contracts, when selection is made based on price alone:

- **Personal Property (Goods / Supplies):** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- **Non-professional Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- **Construction Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods;

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute. A business meeting the definition of local business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a local business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS

Name of Business:	MGT of America, Inc.	
Physical Address:	4009 Banister Lane, Suite 265	
City, State, Zip Code:	Austin, TX 78704	
Phone Number:	512-476-4697	
Email Address:	bburgess@mgtamer.com	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	<input type="radio"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input type="radio"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input type="radio"/> No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	<input type="radio"/> No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

J. Bradley Burgess
(Print Name) Authorized Representative of Respondent


(Signature) Authorized Representative of Respondent

Vice President
Title

November 13, 2013
Date

This Local Preference Identification Form must be submitted with the respondent's bid/proposal response.

**PROOF OF INSURABILITY
LETTER AND CERTIFICATE**

MGT
OF AMERICA, INC.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- IT Cost Allocation Model for IT Services

MGT

OF AMERICA, INC.

ST. LOUIS, MISSOURI
CHICAGO, ILLINOIS
MEMPHIS, TENNESSEE
INDIANAPOLIS, INDIANA
COLUMBIANA, MISSISSIPPI
NASHVILLE, TENNESSEE
MEMPHIS, TENNESSEE
MEMPHIS, TENNESSEE

MGT

AMERICA INC

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FINANCIAL INFORMATION

MGT

COMMUNICATIONS

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... ..
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... ..



Mgt Of America, Inc. DUNS: 02-096-7659

Dashboard

Company Info

2123 Centre Pointe Blvd
Tallahassee, FL 32308

URL: www.mgtamer.com

Phone: (850) 366-3191

Scores

Score	Score	Class	Score	Class	Rating	Recommendation	Rating
79 ▼	575 ▼	2	1495 ▲	3	4 ▼	\$80K	BB4

Recent Alerts

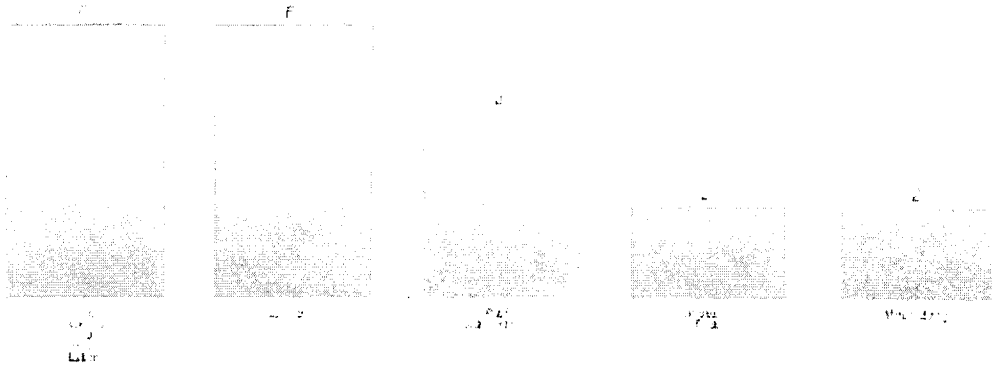
07/23/13	1 New Inquiry	07/14/13	1 New Inquiry
07/23/13	Paydex Score Declined	05/02/13	1 New Inquiry

Inquiries

Most Recent

07/19/13	Manufacturing	Comprehensive Report
07/11/13	Services	Comprehensive Report
07/02/13	Services	Comprehensive Report
04/27/13	Wholesale Trade	Comprehensive Report
01/22/13	Public Administration	Comprehensive Report

Top 5 Inquiries by SIC / Sector (12 Months)



Top 5 Inquiries by Report Type (12 Months)



Scores

PAYDEX

79 ▼ **3 Month Paydex** **80** ▼

2 data sources

Understanding My Score

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on payment experiences as reported to D&B by trade references

Recent Payments

Total (Last 12 Months) 56

07/2013	Ppt	\$1,000	\$250	--	1 case Agreement
06/2013	Ppt	50	\$500	\$0	1 mo
06/2013	Ppt	\$10,000	\$0	\$0	4-5 mos
06/2013	Ppt	\$10,000	\$0	\$0	2-3 mos
06/2013	Ppt	\$5,000	\$2,500	\$0	1 mo

Key

100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

Trends



Industry Comparison

- Based on payments collected over the last 4 quarters
- Current PAYD (X) for this business is 9, or equal to 2 days beyond terms
- The present industry median score is 79, or equal to 2 days beyond terms

Delinquency Predictor Score

Score	Class	Percentile	
575 ▼	2	89%	▼

Model risk score is based on payment delinquency over the last 2 months

Understanding My Score

The D&B Delinquency Predictor (formerly the Commercial Credit Score) predicts the likelihood that a company will pay in a severely delinquent manner (91+ days past term) over the next 12 months, seek legal relief from creditors, or cease operations without paying all creditors in full over the next 12 months based on the information in D&B's database. A severely delinquent firm is defined as a business with at least 10% of its dollars 91+ days slow.

Incidence of Delinquent Payment:

Among Companies with this Classification 2.50%

Factors Affecting Your Score:

Financial ratios

Financial Statements not reported

Proportion of slow payments in recent months

Limited time in business

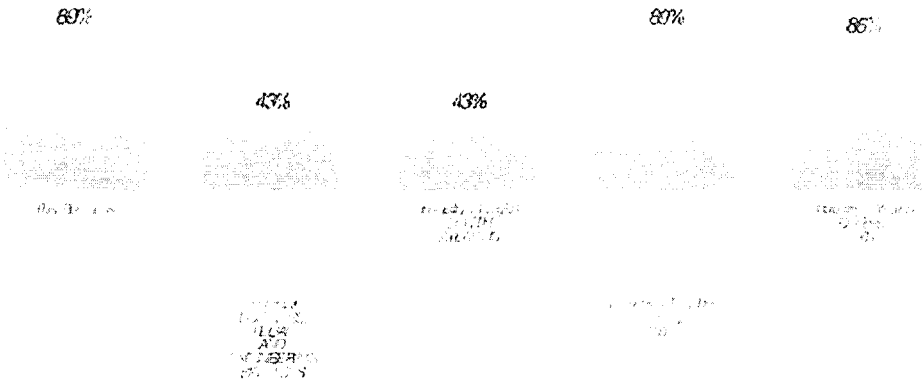
1	10%	91-100	580-670
2	20%	71-90	530-579
3	40%	31-70	481-529
4	20%	11-30	453-480
5	10%	1-10	101-452

Trends - Scores 12 Month



My Company (575)

Industry Comparison



- This business has a Credit Score Percentile that shows
- Lower risk than other companies in the same region
 - Lower risk than other companies in the same industry
 - Similar risk compared to other companies in the same employee size range
 - Lower risk than other companies with a comparable number of years in business

Financial Stress Score

Score Class Natl %

1495 ▼

3

60%



Moderate risk of severe financial stress, such as a bankruptcy, over the next 12 months

Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: 0.24 (84 per 10000)

Factors Affecting Your Score:

Composite credit appraisal is rated limited.

Financial condition is rated unbalanced.

UCC Filings reported.

Negative change in net worth.

- The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

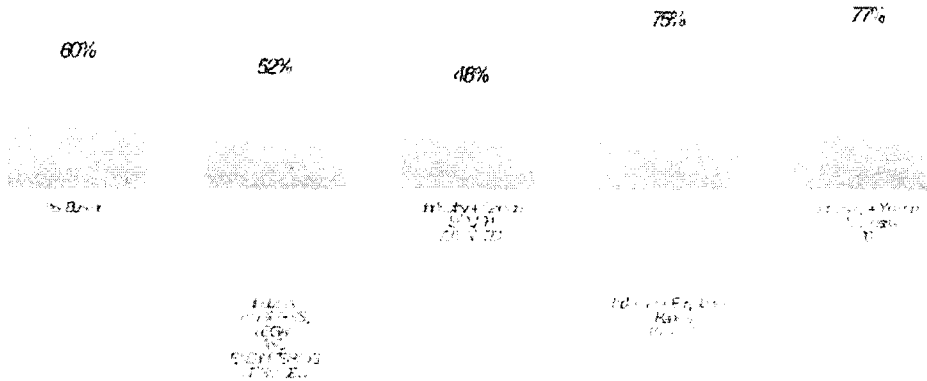
Key

1570-1870	95-100	6.0%
1570-1590	89-94	0.6%
1500-1609	34-68	18.7%
370-1109	2-33	37.5%
1000-1430	1	70.0%

Trends - Scores, 12 Month

My Company (13,495)

Industry Comparison



Based on payments collected over the last 4 quarters

- Lower risk than other companies in the same region
- Lower risk than other companies in the same industry
- Higher risk than other companies in the same employee size range
- Higher risk than other companies with a comparable number of years in business

Supplier Evaluation Risk Rating

4 ▼



Moderate risk of supplier experiencing severe financial stress over the next 12 months

Understanding My Score

The Supplier Evaluation Risk (SER) Rating predicts the likelihood that a supplier will cease

business operations or become inactive over the next 12 month period based on the depth of predictive data attributes available on the business. The SER Rating scoring system uses statistical probabilities to classify public and private companies into a 1-9 risk rating, where 1 represents low risk and 9 represents high risk.

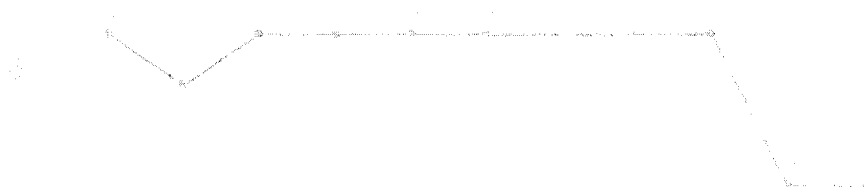
Factors Affecting This Company's Score:

Financial ratios

Change in net worth

Higher risk industry based on inactive rate for this industry

Trends



My Company (4)

Credit Limit Recommendation

Dist. Category	Conservative Credit Limit	
1	\$80k	↓
	Aggressive Credit Limit	↑
	\$200k	

Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

- A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.
- An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

Rating
BB4

Independent of the BB indicates \$200,000 to 299,999
Company's credit line also - 4 is limited

BB4	2012-10-07
2A4	2011-09-21
3A3	2007-10-19
3A4	2006-10-10
3A3	2004-09-23
3A2	2001-06-12
3A3	2000-10-20
3A2	1999-10-22
BA3	1997-10-16
BB3	1996-10-29

Understanding My Score

Factors Affecting Your Score

of Employees Total: 110 (40 here)

Sales: \$15,766,771.00

As of 06/30/12

Worth: \$244,494

Working Capital: \$1,538,589

Payment Activity (based on 56 experiences)

Average High Credit: \$2,806

Highest Credit: \$15,000

Total Highest Credit: \$106,900

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets

Inquiries

12 Month Summary

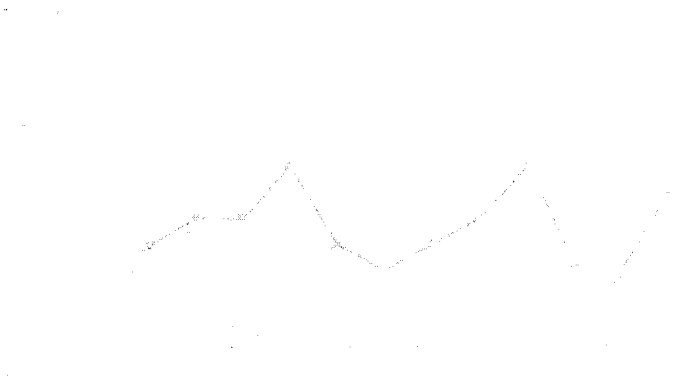
Over the past 12 months ending 7-2013, 20 individual requests for information on your company were received; this represents a 55.00% decrease over the prior 12 month period. The 20 inquiries were made by 16 unique companies indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 6 or 30.00% came from the Finance, Insurance and Real Estate sector, 6 or 30.00% came from the Services sector, 4 or 20.00% came from the Public Administration sector.

12 Mo Total 20

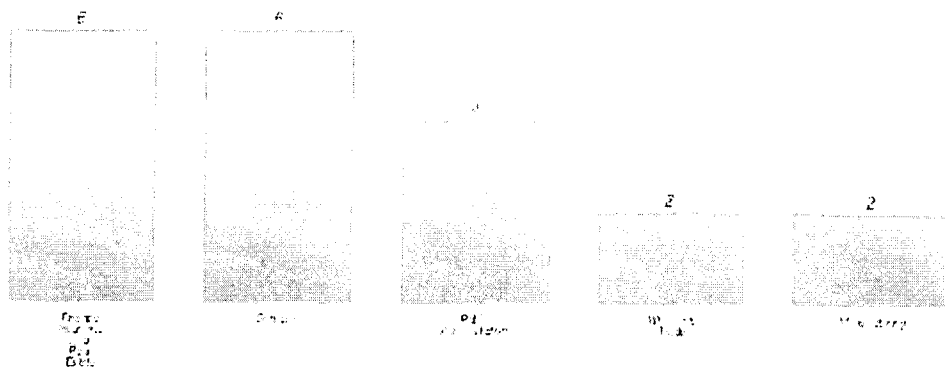
12 Mo Unique Companies 16

07/19/13	Comprehensive Report	Manufacturing
07/11/13	Comprehensive Report	Services
07/02/13	Comprehensive Report	Services
04/27/13	Comprehensive Report	Wholesale Trade
04/23/13	Comprehensive Report	Public Administration
04/22/13	Comprehensive Report	Manufacturing
04/17/13	Comprehensive Report	Public Administration
03/19/13	Comprehensive Report	Services
03/14/13	Comprehensive Report	Services
02/13/13	Comprehensive Report	Wholesale Trade
12/19/12	Comprehensive Report	Finance, Insurance and Real Estate
11/30/12	Comprehensive Report	Finance, Insurance and Real Estate
11/15/12	Comprehensive Report	Finance, Insurance and Real Estate
11/15/12	Comprehensive Report	Finance, Insurance and Real Estate
11/14/12	Comprehensive Report	Finance, Insurance and Real Estate
10/31/12	Comprehensive Report	Services
10/13/12	Comprehensive Report	Services
09/20/12	Delinquency Predictor Scoring Report	Public Administration
09/10/12	Comprehensive Report	Public Administration
08/22/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate

Trends - 12 Month



Top 5 Inquiries by Report Type (12 Months)



Top 5 Report Types
Graph(12 Months)



All Inquiries by Industry and SIC / Sector

Industry and SIC / Sector	1	5	0	0	0
Finance, Insurance and Real Estate	1	5	0	0	0
Manufacturing	0	0	1	1	2
Public Administration	2	0	2	0	0
Services	2	0	2	2	6
Transportation, Communications, Electric, Gas and Sanitary Services	0	0	0	0	0
Wholesale Trade	0	0	2	0	2

Inquiries by Report Type

Report Type	0	0	0	0	0
Business Information Report	0	0	0	0	0
Comprehensive Report	2	5	7	3	18
Delinquency Predictor Scoring Report	2	0	0	0	2

Payments

Currency: Shown in USD unless otherwise indicated

Payments Summary

Current Paydex:	79	Equal to 2 days beyond terms
Industry Median:	79	Equal to 2 DAYS BEYOND terms
Payment Trend:	NA	Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ):	56
Payments Within Terms (not dollar weighted):	99
Total Placed For Collection:	NA
Average Highest Credit:	2,806
Largest High Credit:	15,000
Highest Now Owing:	7,500
Highest Past Due:	NA

Payments Summary by Industry

Total (Last 12 months): 56

Top Industries

Telephone communictns	9	\$14,100	\$5,000	100%	0	0	0	0
Nonclassified	4	\$30,000	\$10,000	100%	0	0	0	0
Courier service	4	\$12,750	\$5,000	61%	39	0	0	0
Misc general gov't	2	\$7,500	\$5,000	100%	0	0	0	0
Misc equipment rental	2	\$3,500	\$2,500	100%	0	0	0	0
Public finance	2	\$3,250	\$2,500	100%	0	0	0	0
Whol office equipment	2	\$1,000	\$500	100%	0	0	0	0
Radiotelephone commun	1	\$15,000	\$15,000	100%	0	0	0	0
Passenger car rental	1	\$5,000	\$5,000	100%	0	0	0	0
Whol computers/softw	1	\$5,000	\$5,000	100%	0	0	0	0
Mfg computers	1	\$2,500	\$2,500	100%	0	0	0	0
Reg misc comf sector	1	\$1,000	\$1,000	100%	0	0	0	0
Mfg photograph equip	1	\$1,000	\$1,000	100%	0	0	0	0
Whol office supplies	1	\$1,000	\$1,000	100%	0	0	0	0
Management services	1	\$500	\$500	100%	0	0	0	0
Insurance agent	1	\$100	\$100	100%	0	0	0	0
Photocopying servce	1	\$100	\$100	100%	0	0	0	0
Photograph printing	1	\$50	\$50	100%	0	0	0	0
Misc business credit	1	\$500	\$0	100%	0	0	0	0
Whol electrical equip	1	\$0	\$0	0%	0	0	0	0
Other Categories								
Cash expenses	56	\$2,500	\$150	--	--	--	--	--
Unknown	2	\$550	\$500	--	--	--	--	--
Unfavorable comments	0	\$0	\$0	--	--	--	--	--
Placed for collections with D&U	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&U file	56	\$106,900	\$15,000	--	--	--	--	--

Payments Beyond Terms

We currently don't have enough data to display this section

All Payments

Total (Last 12 Months): 56

07/2013	Ppt	\$ 000	\$250	Lease Agreement	
06/2013	Ppt	--	\$600	\$0	1 mo

06/2013	Ppt	\$10,000	\$0	\$0	--	4-5 mos
06/2013	Ppt	\$10,000	\$0	\$0	--	2-3 mos
06/2013	Ppt	\$5,700	\$2,500	\$0	--	1 mo
06/2013	Ppt	\$5,000	\$0	\$0	N30	2-3 mos
06/2013	Ppt	\$2,500	\$0	\$0	--	2-3 mos
06/2013	Ppt	\$2,500	\$0	\$0	--	2-3 mos
06/2013	Ppt	\$2,500	\$2,500	\$0	--	1 mo
06/2013	Ppt	\$1,000	\$0	\$0	--	1 mo
06/2013	Ppt	\$1,000	\$1,000	\$0	N30	1 mo
06/2013	Ppt	\$1,000	\$0	--	--	2-3 mos
03/2013	Ppt	\$750	\$0	\$0	--	1 mo
06/2013	Ppt	\$500	\$250	\$0	--	1 mo
06/2013	Ppt	\$500	\$500	\$0	Lease Agreement	1 mo
06/2013	Ppt	\$250	\$250	\$0	--	1 mo
06/2013	Ppt	\$100	\$50	\$0	--	1 mo
06/2013	Ppt	\$100	\$100	\$0	--	1 mo
06/2013	Ppt	\$0	--	--	--	1 mo
06/2013	Ppt	--	\$0	\$0	N30	6-12 mos
06/2013	(027)	\$500	\$0	\$0	--	6-12 mos
06/2013	(023)	\$100	--	--	Cash account	4-5 mos
06/2013	(024)	\$100	--	--	Cash account	1 mo
06/2013	Ppt	\$7,500	\$7,500	\$0	--	1 mo
06/2013	(026)	\$1,000	--	--	--	1 mo
06/2013	(027)	\$750	--	--	Cash account	1 mo
06/2013	(028)	\$100	--	--	Cash account	1 mo
06/2013	(029)	\$100	--	--	Cash account	1 mo
06/2013	(030)	\$100	\$100	--	Cash account	1 mo
06/2013	(031)	\$50	--	--	Cash account	1 mo
06/2013	(032)	\$50	--	--	Cash account	6-12 mos
06/2013	(033)	\$50	--	--	Cash account	1 mo
06/2013	(034)	\$50	--	--	--	1 mo
06/2013	Ppt	\$6,000	--	--	--	1 mo
07/2013	Ppt	\$2,500	--	--	--	4-5 mos
04/2013	(037)	\$50	--	--	Cash account	1 mo
07/2013	(038)	\$50	--	--	Cash account	1 mo
06/2013	Ppt	\$2,500	--	--	--	1 mo
06/2013	Ppt	\$500	\$500	\$0	--	1 mo
03/2013	(041)	\$750	--	--	Cash account	1 mo

03/2013	(042)	\$100	--	--	Cash account	1 mo
03/2013	(043)	\$50	--	--	Cash account	1 mo
02/2013	(044)	\$50	--	--	Cash account	1 mo
02/2013	(046)	\$50	--	--	Cash account	1 mo
06/2012	Ppt	\$750	--	--	--	4-5 mos
02/2012	Ppt	\$15,000	\$0	\$0	--	6-12 mos
02/2012	Ppt	\$2,500	\$0	\$0	N30	4-5 mos
01/2012	Ppt	\$1,000	\$0	\$0	--	1 mo
01/2012	Ppt	\$100	\$0	\$0	--	2-3 mos
06/2011	Ppt	\$5,000	\$0	\$0	--	4-5 mos
06/2011	Ppt	\$5,000	--	--	--	1 mo
06/2011	Ppt	\$2,500	\$0	\$0	--	4-5 mos
05/2011	Ppt	\$2,500	--	--	--	2-3 mos
06/2011	Ppt	\$250	--	--	--	1 mo
06/2011	Slow 5	\$5,000	--	--	--	1 mo

indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	MGT OF AMERICA, INC.	URL:	www.mgtamer.com
Doing Business As:	MGT OF AMERICA, INC.	Stock Symbol:	NA
Street Address:	2123 Centre Pointe Blvd Tallahassee, FL 32308	History:	NA
Phone:	(850) 386-3191	Operations:	NA
Fax:	(850) 385-4501	Present Management Control:	NA
		Annual Sales:	\$15,766,771

History

The following information was reported 03/13/2013

Officer(s):
 J MARK CHARLAND, PRESIDENT
 KENT CARUTHERS, VICE PRESIDENT
 ED HUMBLE, SECRETARY
 MICHELLE JUAREZ, TREASURER

DIRECTOR(S)
 THE OFFICER(S)

The Florida Secretary of State's business registrations file showed that MGT of America, Inc. was registered as a Corporation on August 25, 1974.

Business started 1975 100% of capital stock is owned by officers.

J MARK CHARLAND. Work history is unknown

KENT CARUTHERS born 1946. 1980-present active here. 1977-1980 employec by National Center for Higher Education Management System, Boulder, CO 1967-1977 employed by Oklahoma State University.

ED HUMBLE. Antecedents are unknown.

MICHELLE JUAREZ. Antecedents are unknown.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF
JULY 11 2013.

Registered Name: MGT OF AMERICA, INC
Business Type: DOMESTIC CORPORATION
Corporation Type: PROFIT
Date Incorporated: Aug 25 1974
State of Incorporation: FLORIDA
Filing Date: Aug 25 1974
Filing FedID: 591576703
Registration ID: 460217
Duration: NA
Duration Date: NA
Status: ACTIVE
Status Attained Date: NA
Where Filed: STATE DEPARTMENT/CORPORATION DIVISION, TALLAHASSEE, FL
Registered Agent: MICHELLE JUAREZ, 2123 CTR POINTE BLVD, TALLAHASSEE, FL,
323084930
Agent Appointed: NA
Agent Status: NA
Principals: KENT CARUTHERS, D, 1044 BRANDON HILL DR, TALLAHASSEE, FL,
323080000

MARK J CHARLAND, P, 1524 SHELL POINT ROAD,

CRAWFORDVILLE, FL, 323270000

MICHELLE JUAREZ, T, 1880 CHARDONNAY PL, TALLAHASSEE, FL,

323110000

SEAMON FRED, D, 1127 SEMINOLE DRIVE, TALLAHASSEE, FL,

323110000

ED HUMBLE, S, 10948 KNIGHT CT SE, OLYMPIA, WA 985610000

Operations

03/13/2013

Description

Provides management consulting services (100%)

Terms are Net 30 days Sells to government. Territory United States.

Nonseasonal

Employees: 110 which includes officer(s) 40 employed here

Facilities: Occupies 20,000 sq. ft. in a two story brick a building

Location: Central business section on side street

Branches: This business has additional branches; detailed branch information is available in D & B's linkage or family tree products.

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

8742 0000 Management consulting services

NAICS:

541611 Administrative Management and General Management Consulting Services

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company

Bankruptcy Proceedings	0	
Judgments	0	
Liens	0	
Suits	0	
UCCs	15	09/11/12

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section.

Liens

We currently don't have enough data to display this section.

Suits

We currently don't have enough data to display this section.

Government Activity

We currently don't have enough data to display this section.

Special Events

We currently don't have enough data to display this section.

Corporate Linkage

Parent

MGT OF AMERICA INC	02-096-7559	TALLAHASSEE, FLORIDA
--------------------	-------------	----------------------

Headquarters (US)

MGT OF AMERICA INC	02-096-7559	TALLAHASSEE, FLORIDA
--------------------	-------------	----------------------

US Linkages

We currently don't have enough data to display this section.

International Linkages

We currently don't have enough data to display this section.

SIGNATURE PAGE
RFP ATTACHMENT G

MGT

AMERICA, INC.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
SUPERIOR COURT
IN AND FOR THE COUNTY OF SAN DIEGO
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
SUPERIOR COURT
IN AND FOR THE COUNTY OF SAN DIEGO

RFP ATTACHMENT G

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

MGT of America, Inc.

Respondent Entity Name

Signature: 

Printed Name: J. Bradley Burgess

Title: Vice President

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

~~If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.~~

~~_____
Co-Respondent Entity Name~~

~~Signature: _____~~

~~Printed Name: _____~~

~~Title: _____~~

CORPORATE RESOLUTION

I, the undersigned Secretary of MGT of America, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held in the month of June in the year 2012 a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Mark Charland, CEO President
J. Kent Caruthers, Executive Vice President, Senior Partner
Michelle Juarez, Vice President of Finance and Administration, Senior Partner
Ed Humble, Secretary, Senior Partner and Vice President, Olympia, WA, Office
Alan Pollock, Senior Partner
Fred Seamon, Senior Partner
Mark Epstein, Senior Partner
Dodds Cromwell, Senior Partner
Mary McKeown-Moak, Senior Partner
J. Bradley Burgess, Senior Partner
Linus Li, Principal

I HEREBY certify that the forgoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation, and that such resolution not been amended, modified, or revoked and is still in force and effect.

Signed this 7TH day of June, 2012

Edward P. Humble, Secretary



PROPOSAL CHECKLIST
RFP ATTACHMENT H

MGT

OF AMERICA, INC.

THE MGT GROUP OF AMERICA, INC.
1000 BROADWAY, SUITE 1000
NEW YORK, NY 10018
TEL: (212) 850-1000
FAX: (212) 850-1001
WWW.MGTGROUP.COM

RFP ATTACHMENT H
PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
* SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
* Local Preference Program Form RFP Attachment F	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page RFP Attachment G	
Proposal Checklist RFP Attachment H	
One (1) Original, six (6) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

Addendum I, Addendum II

MGT

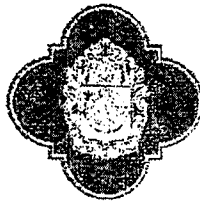
ORGANIZATION INC

MEMORANDUM FOR THE RECORD
SUBJECT: [Illegible]

SIGNED ADDENDA

MGT
OF AMERICA, LLC

CONFIDENTIAL



City of San Antonio

ADDENDUM I

SUBJECT: Request for Proposals, **IT COST ALLOCATION MODEL FOR IT SERVICES, (RFP-013-023; 6100003596)**, Scheduled to Open: November 15, 2013; Date of Issue: October 11, 2013

FROM: Jorge Garcia
Procurement Manager

DATE: October 25, 2013

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED
REQUEST FOR PROPOSALS (RFP)**

A Pre-submittal conference will be held at the Purchasing Division / Finance Department, 111 Soledad, Riverview Towers 11th Floor, Hill Country conference room, San Antonio, TX 78205 at 9:30 a.m., Central Time, on October 28, 2013.

A dial in number has been provided for this meeting.

Dial in from your phone:

Local Access: (210) 207-8000

Toll-Free Access: 855-850-2672

Meeting ID: 0927

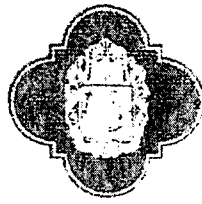
A handwritten signature in black ink, appearing to read 'Jorge Garcia'.

Jorge Garcia

Procurement Manager

Finance Department –
Procurement Division

A handwritten signature in black ink, appearing to be a stylized name.



City of San Antonio

ADDENDUM II

SUBJECT: Request for Proposals for IT Cost Allocation (RFP 013-023, 6100003596), Scheduled to open: November 15, 2013; Date of Issue: October 11, 2013

FROM: Paul J. Calapa
Procurement Administrator

DATE: November 8, 2013

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS

THE ABOVE MENTIONED REQUEST FOR PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

- 1. REMOVE:** The following statement from Section 010, Proposal Requirements, and all references to electronic submission through the City's portal, in the abovementioned RFP:

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

- 2. ADD:**

ONLY HARD COPY PROPOSALS WILL BE ACCEPTED FOR THE ABOVEMENTIONED RFP. RESPONDENTS MUST SUBMIT ONE ORIGINAL SIGNED IN INK, SIX (6) COPIES, AND ONE COPY OF THE PROPOSAL ON COMPACT DISK (CD) CONTAINING AN ADOBE PDF VERSION.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 007, PRE-SUBMITTAL CONFERENCE:

On October 28, 2013 the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the IT Cost Allocation RFP. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Will a hard copy response be required? The RFP references the portal. Can submissions be sent electronically?

Response: This question is addressed in this addendum with the replacement of Section 010.

Question 2: What platforms are being considered towards the IT Cost Allocation Model?

Response: This is for a full application portfolio.

Question 3: What is the City ERP System? Will the IT Cost Allocation model interface?

Response: The City ERP System is SAP. The City is requesting a model for IT Cost Allocation for IT Services; this RFP is not for an interface with the SAP.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Question 4: What is the expected timeframe to complete each task?

Response: This will be based on the respondents' proposed plan. It is expected that the entire project should be complete by early to mid April 2014.

- Question 5: How many full-time employees (FTEs) are part of these processes today?
- Response: ITSD currently has 351 approved FTE's to deliver IT services.
- Question 6: On page 4, the RFP describes that respondent should define a methodology to classify some IT costs for in the Cost Allocation Model while some are charged directly back to departments. Is it fair to interpret that more costs will be charged directly back than currently?
- Response: This will be determined on the respondents' proposed plan. The goal is to identify those costs that are directly billable to departments; while finding an equitable and defensible methodology of allocating remaining IT costs.
- Question 7: What impact on the IT Assessment Fee by headcount is desired?
- Response: This will be determined based on the respondents' proposed plan.
- Question 8: What impacts on IIR, Finance and Budget are expected given the description in Section 003- Background, that these departments were concerned about being assessed for services they provided to other departments?
- Response: This will be analyzed during the plan implementation process.
- Question 9: What information and support can be expected from the IT Fiscal and Budget group? For example, are there consolidated budget and actual costs? Will someone be available to interact with regularly during the engagement so that detail questions can be answered more easily and support less billable work from the vendor?
- Response: Yes, consolidated budget and actual costs are available. Tentatively staff will be available for detailed question engagement. However, this amount of time needed will need to be discussed further.
- Question 10: What IT contract and asset management information is available? For example, are there lists and repositories of service contracts, software licenses/maintenance agreements, software subscriptions, etc.?
- Response: Yes, the available information can be provided to the selected respondent.
- Question 11: What usage information is expected to be available for shared infrastructure such as network and e-mail?
- Response: This question is ambiguous and cannot be addressed.
- Question 12: What are the expectations for performing work onsite versus remotely?
- Response: It is expected that there will be both and typically defined by the respondents proposed plan.
- Question 13: How will the City grant access to relevant information?
- Response: It will be shared based on the desired delivery mechanism, but primarily digital.
- Question 14: On Page 4, 004 Scope of Service, one sentence reads, "Respondent will develop a mathematical cost allocation model in Microsoft Excel format, or other recommended and approved format, that will calculate amounts to be assessed to the various City departmental funds." In the IT Cost Allocation Model paragraph (page 5), it states, "As a part of the Final Report, the Respondent must provide one (1) electronic copy in digital format of the calculation model in Microsoft Excel compatible format." If the model is developed in an alternative format other than Excel that gets recommended and approved, will the alternative format still be required to be exportable to Excel?
- Response: No, but it should be delivered in a standard and supportable format and any alternative formats will need to be approved by the City.

Question 15: 004 Scope of Service -- on page 4, the development of two models (full cost and OMB A-87) is discussed. Can the City expand upon the need to have two separate models developed? Does ITSD currently have just one model and if so, is it considered a full cost or OMB A-87 model?

Response: The separate models are necessary so that the City of San Antonio can have a model that is acceptable/defendable for the provision under OMB A-87 so that cost can be expensed appropriately.

Question 16: Does the City have a set budget for this scope of work and if so, can it disclose that amount?

Response: The City would prefer to take a collaborative approach with the selected consultant. The City prefers that the Respondent submit a proposed budget with a breakdown of primary task/deliverable as specified in Section 004, Scope of Services and a breakdown of any optional items (as requested in Attachment B) that would optimize the scope/proposed plan.

Question 17: The RFP says the current model was last modified in preparation for the FY 2008 Budget. What format was that model prepared in (Excel, etc?) Was the model prepared in-house or by an outside vendor? If prepared by an outside vendor, can the City reveal which vendor?

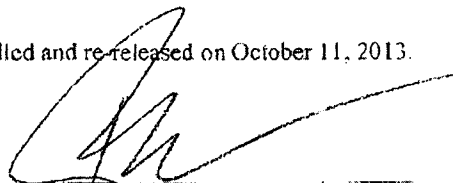
Response: Yes, the current model is in Excel. The Model was prepared in-house.

Question 18: Now that the City has been using assessments for a number of years to distribute the majority of ITSD costs, have City departments been relatively satisfied with the results of this approach as compared to the previous direct charge methodology?


Response: Yes.

Question 19: In 2011, the City issued an RFP (6100000284) for IT Cost Allocation Services which was very similar to this RFP. Both RFP's stated that ITSD's model had not been updated since 2008. Did the City engage a consultant to develop a model based on the 2011 competitive procurement effort, and if so, what were the results of that engagement?

Response: No, the RFP released in 2011 was cancelled and re-released on October 11, 2013.



Paul J. Galapa,
Purchasing Administrator
Finance Department Procurement Division





MGT

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