



**REQUEST FOR PROPOSAL (RFP)**

**For**

**CONSULTANT SERVICES FOR NON-POINT URBAN RUNOFF  
MODELING AND BMP STRATEGIES**

**January 19, 2011**

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## **I – Background**

The San Antonio River Authority (SARA) requests proposals for **CONSULTANT FIRMS TO PROVIDE SERVICES FOR NON-POINT URBAN RUNOFF MODELING AND BMP STRATEGIES.**

SARA desires to have in place and available a multi-disciplinary team of consultant(s) with expertise in the areas of, but not limited to, hydrology, hydraulics and water quality modeling, GIS, low impact development (LID), Municipal Separate Storm Sewer Systems (MS4) permitting, and water quality best management practice (BMP) studies and implementation. Consultant(s) will need to be able to have a team with multi-disciplinary capabilities and an understanding of holistic watershed-based approach to plan for improved water quality in Bexar County.

## **II – Objective**

USEPA's National Pollutant discharge Elimination System (NPDES) targets at regulating the water quality of waters of the US. Future permit systems are anticipated to include stricter water quality standards that may require verification through monitoring. In addition, modeling tools will be necessary to assist permit holders in accessing how to implement strategies that will achieve those standards. Hence San Antonio River Authority (SARA) wants to develop tools and plans to support a comprehensive water quality implementation program in Bexar County.

## **III – Scope of Services**

The objective of this project is to develop an effective results-oriented Water Quality Implementation Program for improved water quality in water bodies, in Bexar County. This Program will propose a watershed-based approach which will include a wide range of water sources in order to produce desired environmental results. The watershed-based approach will need comprehensive assessment and monitoring of factors that influence the water quality in the water bodies and include sources of water and hence pollutants that drain into the creeks/streams. The scope of services will include, but not limited to:

- Recommend and train staff in the appropriate water quality models to support non-point runoff permitting decisions and BMP strategies for impaired water bodies.
- Provide assistance, training, and other professional services related to TPDES, MS4, BMP design, point and non-point water quality modeling, and water quality monitoring as required.
- Propose monitoring plan and sampling protocol;
- Establish type and location of indicator parameters as well as water quality goals for the watersheds; and
- Investigate opportunities for market-based water quality trading.

The Program needs to address different options, innovations, and strategies that could be implemented to achieve measurable load reduction in Bexar County while controlling future costs and keeping local control, by optimizing current resources that are allocated by several area governmental entities.

Familiarity with Texas Pollution Discharge Elimination System (TPDES) and MS4 Permitting is required. Consultant(s) will also provide technical assistance with reviewing existing as well as future proposed MS4 permits.

## **IV – Term of Contract**

The term of the contract awarded in response to this RFP will be for a one year period. The River Authority shall have the option to renew annually for an additional two (2) years upon the River Authority approval. The total length of this contract including renewal options is expected to be 3 years, but could be extended further as deemed appropriate by the River Authority.

## **V – Pre-Proposal Conference**

Optional Pre-Proposal Conference is scheduled for Thursday, January 27, 2011 at 1:30 PM at the San Antonio River Authority; 100 E. Guenther, San Antonio, TX 78204.

## **VI – Proposal Requirements**

CONSULTANT's proposal shall include the following items in the following sequence

- A. EXECUTIVE SUMMARY: The summary shall include a statement of the experience and approach for the work to be accomplished, how CONSULTANT proposes to accomplish and perform each specific service and unique problems perceived by CONSULTANT and their solutions.
- B. CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE: Completed CONSULTANT Qualification General Questionnaire (Attachment A).
- C. LITIGATION DISCLOSURE. Completed Litigation Disclosure Form (Attachment B). If CONSULTANT is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.
- D. SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES: Complete the (Attachment C) regarding company ownership.
- E. BROCHURES: Include brochures and other relevant information about CONSULTANT considered by the RIVER AUTHORITY in its selection.
- F. REFERENCES AND QUALIFICATIONS:
  - a. Background of CONSULTANT and support personnel, including professional qualifications and length of time working in CONSULTANT's capacity. Include résumés of key personnel for services that CONSULTANT proposes to perform including relevant experience of CONSULTANT as it relates to the scope of services contemplated by the RFP.
  - b. Specific experience with public entity clients, for example; River Authorities, Water Districts or other Governmental Entities. If CONSULTANT has provided services for the RIVER AUTHORITY or the Federal Emergency Management Agency in the past, identify the name of the project and the department for which CONSULTANT provided those services. If CONSULTANT is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
  - c. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
  - d. CONSULTANT shall provide three (3) references, preferably from other governmental entities and/or River Authorities, for whom CONSULTANT has provided services.

- e. If CONSULTANT has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
  
- G. INSURANCE REQUIREMENTS: Signed statement indicating CONSULTANT's willingness and ability to provide insurance coverage in amounts stated herein, if selected. (Attachment D)
- H. INDEMNITY REQUIREMENTS: Signed statement indicating CONSULTANT's willingness to accept and comply with the indemnification provisions described herein, if selected. (Attachment E)
- I. CONFLICT OF INTEREST QUESTIONNAIRE: (Attachment F)
- J. CONTRACT COMPLIANCE STATEMENT AND CONTRACT DOCUMENT: Signed statement indicating CONSULTANT's willingness and ability to comply with and execute the attached Contract, if selected. (Attachment G)
- K. SIGNATURE PAGE: CONSULTANT must sign the proposal on the appropriate form. The proposal must be signed by a person authorized to bind the firm submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm are to be accompanied by evidence of authority. (Attachment H)
- L. PROPOSAL CHECKLIST: Completed proposal checklist (Attachment I).  
CONSULTANT 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 DOCUMENTS MAY RESULT IN THE CONSULTANT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## VII – Amendments to RFP

Amendments to this Request For Proposal shall be posted on the River Authority's website at <http://www.sara-tx.org>.

## VIII – Submissions of Proposals

CONSULTANT shall submit (6) copies of the Proposal, an original signed in ink, in a sealed package, clearly marked on the front of the package **CONSULTANT SERVICES FOR NON-POINT URBAN RUNOFF MODELING AND BMP STRATEGIES** in addition to one electronic copy on a CD. All Proposals must be received in the RIVER AUTHORITY no later than **2:00 PM central time, Thursday, February 17, 2011** at the address below. Any Proposal received after this time will not be considered.

### Mailing Address:

San Antonio River Authority,  
Attn: WATERSHED MANAGEMENT DEPARTMENT, RUSSELL PERSYN, PE, PhD, CFM  
100 East Guenther St.  
San Antonio, TX 78204

Proposals sent by facsimile or email will not be accepted.

- A. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12 point type. All pages shall be single spaced and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Maximum number pages allowed shall be five (5), excluding resumes, general consultant literature and other required

attachments. Each page shall be numbered. Each proposal must include the sections and attachments in the sequence listed in Section V, Proposal Requirements and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

- B. CONSULTANTS who submit responses to this RFP shall correctly reveal, disclose, and 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 nick-names, 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 CONSULTANTS and limited liability company CONSULTANTS shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.
- C. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Manager of WATERSHED MANAGEMENT shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
- D. All provisions in CONSULTANT's proposal shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the RIVER AUTHORITY upon receipt and will not be returned. Any information deemed to be confidential by CONSULTANT should be clearly noted on the page(s) where confidential information is contained; however, the RIVER AUTHORITY 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 CONSULTANT may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the CONSULTANT that is associated with the preparation of the Proposal, the Pre-Proposal conference or short list interview, if any, or during any phase of the selection process, shall be borne solely by CONSULTANT.

## **IX – Restrictions on Communication**

Once the RFP has been released, CONSULTANTS are prohibited from communicating with the RIVER AUTHORITY staff regarding the RFP or Proposals, with the following exceptions:

- A) Questions concerning substantive RFP issues shall be directed, in writing only, to SHEEBA M. THOMAS, PE, PhD, CFM at P.O. Box 839980, San Antonio, TX 78283-9980. Verbal questions and explanations are not permitted other than for general non-substantive issues or as may be described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by e-mail will be accepted at [rpersyn@sara-tx.org](mailto:rpersyn@sara-tx.org). No inquiries or questions will be answered if received after **12:00 noon on Friday, January 28, 2011**, to allow ample time for distribution of answers and/or amendments to this RFP. CONSULTANTS wishing to receive copies of the questions and their responses must notify the RIVER AUTHORITY's Contact Person in writing prior to the date and time the questions are due.

- B) CONSULTANT shall not contact the RIVER AUTHORITY employees before an award has been made, except as set out herein. Violation of this provision by CONSULTANT may lead to disqualification of its proposal from consideration.
- C) The RIVER AUTHORITY reserves the right to contact any CONSULTANT for clarification after responses are opened and/or to further negotiate with any CONSULTANT if such is deemed desirable.

## **X – Evaluation Criteria**

The RIVER AUTHORITY will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The RIVER AUTHORITY 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 CONSULTANTS for interviews. If the RIVER AUTHORITY elects to conduct interviews, CONSULTANTS may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The RIVER AUTHORITY reserves the right to select one, or more, or none of the CONSULTANTS to provide services.

Evaluation criteria:

- A) Responsiveness to the Request for Proposal
  - a. Requested information included & thoroughness of response.
  - b. Understanding and acceptance of the scope of services.
  - c. Acceptance of the RFP.
  - d. Clarity and conciseness of the response.
- B) CONSULTANT's background & capability to provide services required.
  - a. CONSULTANT's area of expertise.
  - b. CONSULTANT's support personnel's professional qualifications and experience.
  - c. CONSULTANT's relevant experience.
  - d. CONSULTANT's experience with public entity clients (specifically SARA and FEMA).
  - e. CONSULTANT's availability of resources to support the project.
- C) Evaluation of References
- D) Local Presence Unless there is a desire to select a consultant outside the local area to ensure impartiality, preference will be given to proposals that are otherwise equal to individuals and/or firms whose principal place of business is located within the State of Texas.

## **XI - Award of Contract and Reservation of Rights**

- A. The RIVER AUTHORITY reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the CONSULTANT(s) whose Proposal(s) is deemed most advantageous to the RIVER AUTHORITY, as determined by the selection committee.
- C. The RIVER AUTHORITY 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 the RIVER AUTHORITY.
- D. The RIVER AUTHORITY 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. The RIVER AUTHORITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. The RIVER AUTHORITY will require the selected CONSULTANT(s) to execute the contract in substantially the form as attached with the RIVER AUTHORITY, no more than thirty (30) calendar days after the RIVER AUTHORITY gives notice of award. No work shall commence until the contract document(s) is signed by the RIVER AUTHORITY and CONSULTANT(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on the RIVER AUTHORITY until reviewed by legal counsel. In the event the parties cannot negotiate and execute a contract within the time specified, the RIVER AUTHORITY reserves the right to terminate negotiations with the selected CONSULTANT and commence negotiations with another CONSULTANT.
- F. This RFP does not commit the RIVER AUTHORITY to enter into a Contract, award any services related to this RFP, nor does it obligate the RIVER AUTHORITY to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, CONSULTANT will be required to comply with the Insurance and Indemnity Requirements established herein.
- H. If selected, CONSULTANT will be required to comply with all terms of the contract established herein and in the attached contract.
- I. Conflicts of Interest. CONSULTANT acknowledges that it is informed that the CONSULTANT is required to warrant and certify that it, its officers, employees and agents are neither officers nor employees of the RIVER AUTHORITY, as defined in the RIVER AUTHORITY's Ethics Code.
- J. Independent Contractor. CONSULTANT agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is and shall be deemed to be an independent contractor(s), responsible for its respective acts or omissions, and that the RIVER AUTHORITY shall in no way be responsible for CONSULTANT'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.



## XII – Schedule of Events

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

	<b>DATE</b>
RFP Solicitation Period	January 19, 2011 – February 17, 2011
RFP Pre-Proposal Meeting	2:30 PM, January 27, 2011
Questions Accepted Until	12:00 noon, January 28, 2011
Proposals Due No Later Than	12:00 noon, February 17, 2011
Selection Committee established	February 7, 2011
Initial Evaluations Conducted	February 11, 2011 – February 18, 2011
Selection Committee Selects for Short List Interviews (If applicable)	February 18, 2011
Selection Committee Short List Interviews (If applicable)	February 24, 2011
Selection Committee Selects Consultant(s)	February 25, 2011
Contract Negotiation	February 28, 2011 – March 11, 2011
Execute Contract	March 15, 2011

## XIII – Additional Provisions

### A. Ownership and Licenses

In accordance with Texas law, CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of CONSULTANT pursuant to this Contract shall be the subject of any copyright or proprietary claim by CONSULTANT.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, audio or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law including an ordinance, or in the transaction of official business.

CONSULTANT acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and become the property of the RIVER AUTHORITY. CONSULTANT, if awarded this contract, will be required to turn over to the RIVER AUTHORITY, all such records as required by said contract. CONSULTANT, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without the RIVER AUTHORITY's written permission, unless required to do so by a Court of competent jurisdiction.

Upon completion, the RIVER AUTHORITY shall own and retain the original, including reproducible copies of the CONSULTANT's Preliminary Design documents and design report for information and reference. The RIVER AUTHORITY acknowledges the CONSULTANT's Preliminary Design documents and design report as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the RIVER AUTHORITY upon completion of the work and payment in full of all monies due to the CONSULTANT. The RIVER AUTHORITY shall be a co-owner of the instruments of professional services. The RIVER AUTHORITY shall not reuse or make any modifications to the Preliminary Design documents and design report without the prior written authorization of the CONSULTANT. Authorization to reuse, modify, or to utilize the Preliminary Design documents in the promotion, explanation, award nominations, etc., shall not be unreasonably withheld by the CONSULTANT. The RIVER AUTHORITY agrees to waive any claim against the CONSULTANT arising from any unauthorized reuse or modification of the documents.

CAD Documents: The RIVER AUTHORITY acknowledges the CONSULTANT's Preliminary Design documents and design report, including all documents which are electronic media, as instruments of professional services. Nevertheless, the Preliminary Design documents and design report prepared under this Agreement shall become the property of the RIVER AUTHORITY upon completion of the services and payment in full of all monies due to the CONSULTANT. The RIVER AUTHORITY shall not reuse or make or permit to be made any modifications to the Preliminary Design documents and design report without the prior written authorization of the CONSULTANT. The RIVER AUTHORITY agrees to waive any claim against the CONSULTANT arising from any unauthorized reuse or modification of the Preliminary Design documents and design report.

Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the PROJECT is not to be construed as publication in derogation of the RIVER AUTHORITY's rights.

Instruments of professional service provided in electronic media form may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. In the event of any inconsistency between the electronic media and hard copies provided by the CONSULTANT, the hard copy shall govern. The CONSULTANT is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by the CONSULTANT.

In accordance herewith, CONSULTANT, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

## B. Certifications

CONSULTANT warrants and certifies that CONSULTANT and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

### C. Intellectual Property

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

CONSULTANT shall pay all royalties and licensing fees. CONSULTANT shall hold the RIVER AUTHORITY harmless and indemnify the RIVER AUTHORITY 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 CONSULTANT 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 RIVER AUTHORITY.

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, CONSULTANT will immediately:

1. Either:
  - a) obtain, at CONSULTANT's sole expense, the necessary license(s) or rights that would allow the RIVER AUTHORITY to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
  - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
  - c) reimburse the RIVER AUTHORITY for any expenses incurred by the RIVER AUTHORITY to implement emergency backup measures if the RIVER AUTHORITY is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
  
2. CONSULTANT further agrees to:
  - a) assume the defense of any claim, suit, or proceeding brought against the RIVER AUTHORITY for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
  - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
  - c) indemnify the RIVER AUTHORITY against any monetary damages and/or costs awarded in such suit;

Provided that:

- CONSULTANT is given sole and exclusive control of all negotiations relative to the settlement thereof, but that CONSULTANT agrees to consult with the RIVER AUTHORITY legal counsel during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the RIVER AUTHORITY,
- that the Software or the equipment is used by the RIVER AUTHORITY in the form, state, or condition as delivered by CONSULTANT or as modified without the permission of CONSULTANT, so long as such modification is not the source of the infringement claim,

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

**ATTACHMENT A- CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE**

1. Name/Name of Agency/Company: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone: \_(\_\_\_\_)\_\_\_\_\_
4. FAX:        \_(\_\_\_\_)\_\_\_\_\_
5. E-mail: \_\_\_\_\_
6. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?  
Yes\_\_\_ No\_\_\_
7. Is your Company authorized and/or licensed to do business in Texas?  
Yes\_\_\_ No\_\_\_
8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?  
Yes\_\_\_ No\_\_\_
9. 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. \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Indicate person whom the RIVER AUTHORITY may contact concerning this proposal or setting dates for meetings.  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax:\_\_\_\_\_ Email: \_\_\_\_\_
11. Surety Information: Has the consultant or the Company ever had a bond or surety canceled or forfeited?  
Yes ( ) No ( ).
12. If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. \_\_\_\_\_  
\_\_\_\_\_
13. Bankruptcy Information: Has the consultant or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?  
Yes ( ) No ( )
14. If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: \_\_\_\_\_

Signature of Principal	Printed Name of Principal	Title of Principal
_____	_____	_____

**ATTACHMENT B - LITIGATION DISCLOSURE**

**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.**

1. Has the consultant or any member of Company/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?

Circle One                      YES                      NO

2. Has the consultant or any member of Company/Team been terminated (for cause or otherwise) from any work being performed for the San Antonio River Authority or any other Federal, State or Local Government, or Private Entity?

Circle One                      YES                      NO

3. Has the consultant or any member of Company/Team been involved in any claim or litigation with the San Antonio River Authority or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One                      YES                      NO

**If consultant has 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.**

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: \_\_\_\_\_

Signature of Principal: \_\_\_\_\_

Printed Name of Principal: \_\_\_\_\_

Title of Principal: \_\_\_\_\_

## **ATTACHMENT C - SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES**

### **Utilization of Small Business Concerns**

1. It is the policy of the River Authority that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the River Authority that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
2. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the River Authority, or other Governmental agencies as may be necessary to determine the extent of the Contractor's compliance with this clause.
3. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.
4. The North American Industry Classification System (NAICS) Code for this acquisition is 237110.
5. The small business size standard is \$28.5 million in gross receipts.
6. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
7. Definitions.

*Small business concern*-A business concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in section 4 of this provision.

*Women-owned small business concern*-A small business concern that (1) is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

*Veteran-owned small business concern*-A small business concern with (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.

101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) The management and daily business operations of which are controlled by one or more veterans.

*Service-disabled veteran-owned small business concern*-A small business concern that is (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, the spouse or permanent caregiver of a service-disabled veteran with permanent and severe disability.

*Service-disabled veteran*- a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*HUBZone small business concern*-A small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

*Commercial item*-A product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

*Commercial plan*-A subcontracting plan (including goals) that covers the form's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

*Individual contract plan*-A subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the firm's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

*Master plan*-A subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

*Subcontract*-Any agreement (other than one involving an employer-employee relationship) entered into for supplies or services required for performance of the contract or subcontract.

#### **NOTICE:**

**Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --**

**1) Be punished by imposition of fine, imprisonment, or both;**



**2) Be subject to administrative remedies, including suspension and debarment; and**

**3) Be ineligible for participation in programs conducted under the authority of the Act.**

SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES - ATTACHMENT 1

Please complete the following information, if your business falls into any of the below categories, using the size regulations as set forth on the Small Business Association’s website, <http://www.sba.gov/size/>. Businesses must be at least 51% minority-owned, woman-owned, veteran owned, or service disabled veteran owned for designation to apply. Historically Underutilized Businesses or Disadvantaged Business Entities must be certified by state or regional agency for these designations to apply.

The River Authority encourages all businesses that fall into the categories listed below to become certified by the South Central Texas Regional Certification Agency. For more information, please contact 210-227-4722 or [www.sctrca.org](http://www.sctrca.org).

<b>NAME OF BUSINESS</b>				<b>NAICS Code</b>
<b>ADDRESS</b>	<b>Number &amp; Str.</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>CONTACT NAME</b>				
<b>PHONE NUMBER</b>				<b>FAX NUMBER</b>
<b>E-MAIL ADDRESS</b>				
<b>CHECK ALL THAT APPLY</b>				
<input type="checkbox"/> Small Business Entity <input type="checkbox"/> Minority Owned Business Entity <input type="checkbox"/> Woman Owned Business Entity <input type="checkbox"/> HUBZone Business Entity		<input type="checkbox"/> Small Disadvantaged Business Entity <input type="checkbox"/> Veteran Owned Business Entity <input type="checkbox"/> Service Disabled Veteran Owned Business Entity <input type="checkbox"/> Other _____		
<b>CERTIFIED</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<b>AGENCY CERTIFIED BY</b>	
Please circle the answer that applies to your organization for the following statements:				
<ul style="list-style-type: none"> <li>The company and/or its principals (are/are not) presently debarred, suspended, or determined to be ineligible for an award of a contract by any Federal agency.</li> <li>The company and/or its principals (comply / do not comply) with non-segregated facilities in accordance with FAR 52.222-21.</li> </ul>				

Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

As prescribed in FAR 19.301(d), the U.S. Government may impose a penalty against a firm misrepresenting its business size and/or disadvantaged status for the purpose of obtaining a procurement award. The information contained herein is complete and accurate in all details to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Authorized Official    Printer Name of Authorized Official    Title    Date

SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES - ATTACHMENT 2

1. The firm represents that it \_\_\_\_ is, \_\_\_\_ is not a small business concern.
2. (Complete only if firm represents itself as a small business concern in question 1.) The firm represents that it \_\_\_\_ is, \_\_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
3. (Complete only if firm represents itself as a small disadvantaged business concern in question 2.) The firm shall check the category in which its ownership falls:  
  
\_\_\_\_ Black American.  
  
\_\_\_\_ Hispanic American.  
  
\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
  
\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  
  
\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  
  
\_\_\_\_ Individual/concern, other than one of the preceding.
4. The firm represents that it \_\_\_\_ is, \_\_\_\_ is not a women-owned small business concern.
5. The firm represents that it \_\_\_\_ is, \_\_\_\_ is not a veteran-owned small business concern.
6. (Complete only if firm represents itself as a veteran-owned business concern in question b.5.) The firm represents that it \_\_\_\_ is, \_\_\_\_ is not a service-disabled veteran-owned small business concern.
7. The firm represents that –
  - A. It \_\_\_\_ is, \_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
  - B. It \_\_\_\_ is, \_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each

HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

## ATTACHMENT D- INSURANCE REQUIREMENTS

CONSULTANT must attach a statement in its proposal indicating CONSULTANT's willingness and ability to provide the following insurance coverage's and requirements, if selected:

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected CONSULTANT shall furnish an original completed Certificate(s) of Insurance to Attn: WATERSHED MANAGEMENT DEPARTMENT, RUSSELL PERSYN, P.E., Ph.D., CFM which shall be clearly labeled **CONSULTANT SERVICES FOR NON-POINT URBAN RUNOFF MODELING AND BMP STRATEGIES MODELING AND BMP STRATEGIES** in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the RIVER AUTHORITY. The RIVER AUTHORITY shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to Attn: WATERSHED MANAGEMENT DEPARTMENT, RUSSELL PERSYN, P.E., Ph.D., CFM and no officer or employee, other than the RIVER AUTHORITY's Director of Finance & Administration, shall have authority to waive this requirement.

The RIVER AUTHORITY reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by the RIVER AUTHORITY's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will the RIVER AUTHORITY allow modification whereupon the RIVER AUTHORITY may incur increased risk.

CONSULTANT's financial integrity is of interest to the RIVER AUTHORITY, and, therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by the RIVER AUTHORITY, CONSULTANT shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the RIVER AUTHORITY.

The RIVER AUTHORITY's insurance requirements include professional liability insurance in the amount of \$1,000,000 per claim per year, commercial general liability insurance in the amount of \$1,000,000 per occurrence, statutory workers' compensation coverage, employer's liability insurance in the amount of \$1,000,000 per occurrence and comprehensive automobile liability insurance in the amount of \$500,000 per occurrence.

The RIVER AUTHORITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the RIVER AUTHORITY, 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. CONSULTANT shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to the RIVER AUTHORITY at an address provided by the RIVER AUTHORITY within ten (10) days of the requested change. CONSULTANT shall pay any costs incurred resulting from said changes.

CONSULTANT agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the RIVER AUTHORITY and its officers, employees, volunteers and elected representatives as additional insureds in respect to the operations and activities of, or on

behalf of, the named insured performed under contract with the RIVER AUTHORITY, 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 San Antonio River Authority where the RIVER AUTHORITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the RIVER AUTHORITY.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by the RIVER AUTHORITY, CONSULTANT shall notify the RIVER AUTHORITY of such and shall give such notices not less than thirty (30) days prior to the change, if CONSULTANT knows of said change in advance, or ten (10) days notice after the change, if the CONSULTANT did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the RIVER AUTHORITY at the following addresses:

San Antonio River Authority

Attn: WATERSHED MANAGEMENT DEPARTMENT, RUSSELL PERSYN, P.E., Ph.D., CFM

100 East Guenther St.

PO Box 839980

San Antonio, TX 78283-9980

If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the RIVER AUTHORITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the RIVER AUTHORITY is an alternative to other remedies the RIVER AUTHORITY may have and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies the RIVER AUTHORITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the RIVER AUTHORITY shall have the right to order CONSULTANT to stop work under the Agreement, and/or withhold any payment(s) which become due to CONSULTANT thereunder until CONSULTANT demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under the Agreement. It is agreed that CONSULTANT's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the RIVER AUTHORITY for liability arising out of operations under this contract.

**STATEMENT ACKNOWLEDGING  
INSURANCE REQUIREMENTS**

If awarded a contract in response to this proposal, CONSULTANT will be able and willing to comply with the insurance requirements described herein.

\_\_\_\_\_  
Printed Name of CONSULTANT

By: \_\_\_\_\_ (Signature)

**ATTACHMENT E - INDEMNIFICATION REQUIREMENTS**

THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE RIVER AUTHORITY HARMLESS FROM ANY DAMAGE, LIABILITY OR COST (INCLUDING REASONABLE ATTORNEYS' FEES AND COST OF DEFENSE) TO THE EXTENT CAUSED BY THE CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS IN THE PERFORMANCE OF ITS SERVICES UNDER THIS AGREEMENT AND THOSE OF OR ANYONE FOR WHOM THE CONSULTANT IS LEGALLY LIABLE.

THE CONSULTANT IS NOT OBLIGATED TO INDEMNIFY THE RIVER AUTHORITY IN ANY MANNER WHATSOEVER FOR THE RIVER AUTHORITY'S OWN NEGLIGENCE.

**STATEMENT ACKNOWLEDGING  
INDEMNIFICATION REQUIREMENTS**

CONSULTANT hereby acknowledges and accepts with the indemnification requirements described herein.

\_\_\_\_\_  
Printed Name of CONSULTANT

By: \_\_\_\_\_(Signature)



## **ATTACHMENT F - CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)**

Texas Local Government Code requires that any person or entity who contracts or seeks to contract with a government entity for the sale or purchase of property, goods, or services must submit a Conflict of Interest Questionnaire (Form CIQ) with the government entity. A Conflict of Interest Questionnaire must be filed no later than the seventh business day after the date that the vendor begins contract discussions or negotiations with the River Authority or submits to the River Authority an application, response to a request for proposal qualifications or bid, correspondence, or other writing related to a potential agreement. The vendor shall also be required to file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. (Form that can be filled out electronically is available at the River Authority web site).

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For Financial Advisory firm or other person doing business with local governmental entity.</b>		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p><b><u>OFFICE USE ONLY</u></b></p> <p><b>Date Received</b></p>
1	Name of the person doing business with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire  (This law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 <sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate).	
3	Name each employee or Contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

**ATTACHMENT G - CONTRACT COMPLIANCE STATEMENT & CONTRACT DOCUMENT**  
STATEMENT ACKNOWLEDGING CONTRACT EXECUTION REQUIREMENTS

If awarded a contract in response to this proposal, CONSULTANT will be able and willing to execute a contract in the form shown in the proposal, as attached and set out in this Attachment, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

\_\_\_\_\_  
Printed Name of CONSULTANT

By: \_\_\_\_\_ (Signature)

**ATTACHMENT H - SIGNATURE PAGE**

*Keep the appropriate signature section and delete the others to execute and submit with your proposal.*

**INDIVIDUAL or PROPRIETORSHIP**

If CONSULTANT is an INDIVIDUAL or PROPRIETORSHIP, sign here:

Name: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

**PARTNERSHIP OR JOINT VENTURE**

By signing below, the undersigned officer and/or agent of CONSULTANT represents, warrants and certifies that he/she is an authorized representative with full authority to bind CONSULTANT to the terms and conditions provided for in its Proposal and required by this RFP and has the necessary authority to execute an Agreement on behalf of CONSULTANT, if awarded .

If CONSULTANT is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers must sign here:

Partnership or Joint Venture Name

By: \_\_\_\_\_

Member of the Partnership or Joint Venture

By: \_\_\_\_\_

Member of the Partnership or Joint Venture

**CORPORATION**

If CONSULTANT is a CORPORATION, the duly authorized officer must sign as follows: The undersigned certifies that he/she is \_\_\_\_\_(title) of the corporation or limited liability company named below; that he/she is designated to sign this Proposal Form by resolution (attach Certified Copy) for and on behalf of the below named entity, and that he/she is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provide for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of CONSULTANT, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT I - PROPOSAL CHECKLIST**

This checklist is to help the CONSULTANT ensure that all required documents have been included in its proposal.

<b>DOCUMENT</b>	<b>CHECK</b>
Executive Summary	
CONSULTANT Qualification General Questionnaire	
Litigation Disclosure	
Brochures	
References and Qualifications (Proposal Requirements Section of RFP): <ul style="list-style-type: none"> <li>• résumés of key personnel</li> <li>• 3 References</li> </ul>	
Statement Acknowledging Insurance Requirements	
Statement Acknowledging Indemnification Requirements	
Small, Women, HUBzone, Disadvantaged Business Enterprises and Affirmation Form	
Statement Acknowledging Contract Execution Requirements	
Conflict of Interest Questionnaire (CIQ)	
Signature Page	
6 Copies of Proposal plus one signed original	