REQUEST FOR PROPOSAL (RFP)

For

Agenda Management Software and Implementation
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I – Background

The San Antonio River Authority (RIVER AUTHORITY) is a government entity created by special act of the Texas State legislature in 1937. The RIVER AUTHORITY abides by the Texas Government and Water Codes, Open Meetings Act and its enabling legislation. The RIVER AUTHORITY acts through an elected twelve member Board of Directors (Board) representing four counties and is under the direction of a General Manager.

The Board of Directors meets monthly with four Committees that meet as described: Executive (Monthly), Operations (Monthly), Fiscal (As-needed), and Communications (Quarterly). The Board of Directors hears items under the following formats: Ceremonial, Consent, Individual, Executive Session and the General Managers Report. River Authority agenda items consist of the following key components: Formal Caption; a Write-up segment providing the presenter name(s), estimated presentation time, and background information which may include attachments; a Discussion header for the Board; and a Recommendation segment for all action items that is deactivated for non-action items. Collectively, these items constitute an agenda packet that is provided electronically to the Board. The Open Meetings Act requires notice to be posted with the Secretary of State and four county clerks in the RIVER AUTHORITY’S political jurisdiction at least 72 hours prior to the meeting time. The agenda management software system must support extraction of the required posting elements from packet materials as well as the RIVER AUTHORITY’s agenda packet development process to ensure timely and lawful posting as well as to serve the business processes used by staff to develop the agenda and agenda items’ backup.

II – Objective

The RIVER AUTHORITY’s objective is to contract with a skilled, experienced professional who will represent the RIVER AUTHORITY’s best interest.

III – Scope of Services

The RIVER AUTHORITY currently uses Agenda Quick by Destiny Software as its agenda management software system which has been in use since 2008. This software supported the transformation from paper to electronic agendas. Now the RIVER AUTHORITY is interested in acquiring additional technological advancements in agenda management software systems to increase productivity and staff efficiency while offering easy to use software. The RIVER AUTHORITY is inviting software solution providers with expertise, resources and state-of-the-art technology to respond to this request for proposal and provide information on integrated, automated and user friendly agenda management software systems. The software must support comprehensive Board and Board Committee agenda and meeting management in addition to post-meeting support for minutes’ preparation and automated task/action log management of all follow-up items. The RIVER AUTHORITY is seeking a commercially available off-the-shelf solution that requires no custom development to implement and maintain, and operates with ease for the system administrator and end users. The CONSULTANT selected will be responsible for project management of full implementation of the software and training of staff on use the software.
The recommended software must include the below list of features at a minimum: (in no particular order of importance)

1. Automated workflow system to prepare, track, modify, approve and monitor the progress of agenda items
2. Version control for development of agenda items
   - Tracks changes/edits
3. Ability for the item author to insert a formal caption, the presenter name(s), the estimated presentation time, background information including attachments, and a recommendation
4. Ability for the agenda item author to retain control over edits of the agenda write-up
5. Ability for the agenda item author to retrieve item at any time during the routing process
6. Capability to add or delete staff from the agenda item workflow/routing review/approval process uniquely for an individual agenda item
   - Agenda items route through managers and executive staff. There are occasions when routing must go through additional managers/executives or staff members
7. Ability to delete a staff member universally from the agenda workflow process (if an employee terminates)
8. Ability to move a staff member from one workflow/approval process to another (if an employee transfers to a different department with a different reporting structure)
9. Strong word processing/editing capabilities that allows such functionality as:
   - Uploading and/or building tables and graphs with ease
   - Copying and pasting from other documents/software such as word processors and spreadsheets
   - Changing fonts, highlighting text, bold, italic, etc.
   - Attaching documents generated in various formats including .docx, .xlsx, .pdf, .jpg, etc.
10. Easy to use search function for items no matter where they exist within the agenda process
    - Search using various options including agenda number, key words, etc.
11. The system integrates with Microsoft Exchange and Outlook and other email/calendaring software such as Google for meeting request management and is able to schedule and notify participants of upcoming meetings via email and calendar invite
    - Ability to set up automatic email reminders and/or place deadlines on Outlook calendar; for example create follow-up action items for staff
12. Facilitates work away from the office
    - Supports creating, editing and approving agenda items using the web, tablets, smart phones and other electronic devices
13. Easy assembly of documents into a single cohesive agenda packet
    - Must provide the ability to drag and drop agenda items/attachments
    - Must generate reports to help manage agenda creation process
    - Must allow the administrator to see status of agenda items moving through their respective approval processes
14. Facilitates easy electronic posting, emailing and other electronic communication
    - Must support easily accessing agenda and agenda packet information (including easily accessing the agenda separately from all the packet backup information) using tablets, smart phones and other electronic devices
15. Ability for Board members and staff to annotate or make private notes electronically directly into agendas and agenda backup using electronic devices such as tablets or smart phones
16. Provides a searchable document archive and capabilities to copy and paste agenda items to create new agenda items and backup
17. Ability to host software internally and the option for cloud based hosting
18. Capable of easily migrating existing historical agendas postings and agenda packets/agenda items from the existing software management system into the new agenda management software system
19. To facilitate timely creation of minutes, the system needs to pre-populate staff recommendations/recommended motions in advance of the meeting
20. Service provider must include in the response to the request for proposal system implementation/configuration costs and describe in detail how users will be trained
   - Sample user manuals must be provided with the response to the request for proposal
21. Software provider must provide on-going technical support and product updates
22. Seamlessly create a consolidated agenda package in pdf format that includes the ability to create and use pdf bookmarks to navigate each item and its attachments
23. Ability to define both unique agenda templates for each meeting type and/or a standard template that can then be applied to multiple meeting types
24. Allows the agenda administrator to create and enforce deadlines. Once a deadline is passed, users cannot submit additional information, delete late items, or re-order of agenda item at the last minute.
25. Ability to modify automatically generated minutes to reflect actual order items were taken up in meeting which may differ from order on published agenda
26. Ability to create an unlimited number of tasks for any agenda item before, during or after meetings
27. The system can automatically generate a report indicating post-meeting action items for a particular individual/department and automatically deliver notice to relevant contact(s)
28. Allows task recipients to access minutes and resolution data from the agenda item to aid in completion of the task
29. Ability to access reports and documents directly from networked drive for upload into agenda package
30. Allows full functionality from a tablet or smartphone
31. Compatible with Microsoft Office products
32. Ability to create template(s) for the agendas themselves as well as agenda items (background memos)
   - The public notice postings, committee and Board agendas and agenda item memos may have different formats
33. Ability to have separate sections in the agenda item background memos
   - Caption, presenter, background, fiscal analysis, procurement process description, recommendation, etc.
   - Different sections may be completed by different departments; therefore, software should allow access to the single document by multiple users
     - Need to be able to create security so that different users can only edit certain sections and/or have access to full document
IV – Term of Contract

The anticipated term of the proposed contract is upon award and will expire upon full acceptance of implemented software by SARA.

V – 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 work to be accomplished, how CONSULTANT proposes to accomplish and perform each specific service and unique problems perceived by CONSULTANT and their solutions.

B. **SOFTWARE FEATURES CHECKLIST:** The CONSULTANT shall include a checklist based on the list of required features under Section III – Scope of Services. Each required feature should include an explanation of the feature and how the proposed software includes that feature.

C. **DRAFT WORKPLAN:** draft workplan including milestones, timelines and required deliverables.

D. **CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE:** Complete CONSULTANT Qualification General Questionnaire (Attachment A).

E. **LITIGATION DISCLOSURE.** Completed Litigation Disclosure Form (Attachment B). If CONSULTANT is proposing as a team or joint venture, all parties to that team or joint venture shall complete and return this form with the proposal.

F. **SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES:** Complete the (Attachment C) regarding company ownership.

G. **BROCHURES:** Include brochures and other relevant information about CONSULTANT considered by the RIVER AUTHORITY in its selection.

H. **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 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.
I. INSURANCE REQUIREMENTS: Signed statement indicating CONSULTANT’s willingness and ability to provide insurance coverage in amounts stated herein, if selected. (Attachment E)

J. INDEMNITY REQUIREMENTS: Signed statement indicating CONSULTANT’s willingness to accept and comply with the indemnification provisions described herein, if selected. (Attachment F)

K. CONFLICT OF INTEREST QUESTIONNAIRE: (Attachment G)

L. 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)

M. 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.

VI – Amendments to RFP

Should an amendment to this RFP become necessary, it will be posted at sara-tx.org. It is the sole responsibility of any vendor interested in submitting a proposal to check this website for amendments.

VII – Submissions of Proposals

A. CONSULTANT shall submit five copies of the Proposal, and an original signed in ink, in a sealed package, clearly marked on the front of the package RFP for Agenda Management Software and Implementation. All Proposals must be received in the RIVER AUTHORITY no later than 5:00 p.m. central time, October 7, 2015, at the address below. Any Proposal received after this time will not be considered.

Mailing Address:
San Antonio River Authority
Attn: Marie LaCroix, Purchasing Agent
100 East Guenther St.
San Antonio, TX 78204
Proposals sent by facsimile or email will not be accepted.

B. 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.

C. 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 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 CONSULTANTs and limited liability company CONSULTANTs shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

D. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity the RIVER AUTHORITY staff shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

E. 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.

F. 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.

G. 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.

VIII – 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 Purchasing, attn: Marie LaCroix, at mlacroix@sara-tx.org. 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 e-mail, return receipt requested. No inquiries or questions will be answered if received after 5:00 p.m. on September 23, 2015, to allow ample time for distribution of answers and/or amendments to this RFP. All questions and answers will be posted on the RIVER AUTHORITY’s website at www.sara-tx.org under Contract Opportunities.

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.
**IX – 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 the 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: (total possible points – 100)

A) CONSULTANT’s background & capability to provide services required (25 points)

B) Draft Workplan (25 points)

C) Evaluation of References. (20 points)

D) Small, Minority, Women-Owned and HUB (Historically Underutilized Business) Enterprise status. (0 or 5 points)

E) Local Presence (0-5 points)

F) Pricing Schedule submitted. (20 points)

**X – 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.

XI – Schedule of Events

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

<table>
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<th>ACTIVITY</th>
<th>DATE</th>
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<tbody>
<tr>
<td>RFP Solicitation Period</td>
<td>September 2 – October 7, 2015</td>
</tr>
<tr>
<td>Questions Accepted</td>
<td>September 2 – September 23, 2015</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>October 7, 2015 by 4:00pm Central</td>
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XII – 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.

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

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

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/](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).

<table>
<thead>
<tr>
<th>NAME OF BUSINESS</th>
<th>NAICS Code</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>Number &amp; Str.</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<tr>
<th>CONTACT NAME</th>
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<tr>
<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
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<tr>
<th>E-MAIL ADDRESS</th>
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<th>CHECK ALL THAT APPLY</th>
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<tbody>
<tr>
<td>☐ Small Business Entity</td>
<td>☐ Small Disadvantaged Business Entity</td>
</tr>
<tr>
<td>☐ Minority Owned Business Entity</td>
<td>☐ Veteran Owned Business Entity</td>
</tr>
<tr>
<td>☐ Woman Owned Business Entity</td>
<td>☐ Service Disabled Veteran Owned Business Entity</td>
</tr>
<tr>
<td>☐ HUBZone Business Entity</td>
<td>☐ Other</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CERTIFIED</th>
<th>☐ Yes ☐ No</th>
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</table>

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<tr>
<th>AGENCY CERTIFIED BY</th>
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</thead>
</table>

Please circle the answer that applies to your organization for the following statements:

- 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.
- The company and/or its principals (comply / do not comply) with non-segregated facilities in accordance with FAR 52.222-21.

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.

___________________________  ___________________________  __________  __________
Signature of Authorized Official  Printer Name of Authorized Official  Title  Date
SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES

1. The bidder represents that it ____ is, ____ is not a small business concern.

2. (Complete only if bidder represents itself as a small business concern in question 1.) The bidder represents that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

3. (Complete only if bidder represents itself as a small disadvantaged business concern in question 2.) The bidder 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 bidder represents that it ____ is, ____ is not a women-owned small business concern.

5. The bidder represents that it ____ is, ____ is not a veteran-owned small business concern.

6. (Complete only if bidder represents itself as a veteran-owned business concern in question b.5.) The bidder represents that it ____ is, ____ is not a service-disabled veteran-owned small business concern.

7. The bidder 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 - PRICING SCHEDULE

Consultant should include a schedule of professional fees and expenses that supports the total all-inclusive yearly cost to the River Authority.
CONSULTANT must attach a statement in its proposal indicating CONSULTANT’s willingness and ability to provide the following insurance coverages 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: Purchasing Agent, which shall be clearly labeled RFP for Agenda Management Software and Implementation 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: Purchasing Agent, 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: Purchasing Agent  
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   Signature of CONSULTANT
CONSULTANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the RIVER AUTHORITY and the elected officials, employees, officers, directors, volunteers and representatives of the RIVER AUTHORITY, individually or 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 RIVER AUTHORITY directly or indirectly arising out of, resulting from or related to CONSULTANT’s activities under this PROPOSAL, including any acts or omissions or negligence of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this PROPOSAL, all without however, waiving any governmental immunity available to the RIVER AUTHORITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF RIVER AUTHORITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF RIVER AUTHORITY, UNDER THIS AGREEMENT. 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. CONSULTANT shall advise the RIVER AUTHORITY in writing within 24 hours of any claim or demand against the RIVER AUTHORITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT’s activities under this PROPOSAL and shall see to the investigation and defense of such claim or demand at CONSULTANT’s cost. The RIVER AUTHORITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph. It is the express intent of the parties to this agreement, that the indemnity provided for in this section, is an indemnity extended by CONSULTANT to indemnify, protect and hold harmless, RIVER AUTHORITY, from the consequences of RIVER AUTHORITY’S own negligence. CONSULTANT further agrees to defend, at its own expense and own behalf of and in the name of RIVER AUTHORITY, any claim or litigation brought against RIVER AUTHORITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death or damage for which this indemnity shall apply, as set forth above.

**STATEMENT ACKNOWLEDGING INDEMNIFICATION REQUIREMENTS**

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

_______________________
Printed Name of CONSULTANT

By: _______________________(Signature)
ATTACHMENT G - CONFLICT OF INTEREST QUESTIONNAIRE

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).
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th 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.

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.

1. Name of person doing business with local governmental entity.

2. [ ] Check this box if you are filing an update to a previously filed questionnaire.

   (The 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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006
<table>
<thead>
<tr>
<th><strong>CONFlict OF INTEREST QUESTIONNAIRE</strong></th>
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<tbody>
<tr>
<td>For vendor or other person doing business with local governmental entity</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Form CIQ</strong></th>
</tr>
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<tbody>
<tr>
<td>Page 2</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>5</strong> Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th><strong>A.</strong> Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?</th>
</tr>
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<tbody>
<tr>
<td>[ ] Yes [ ] No</td>
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<thead>
<tr>
<th><strong>B.</strong> Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?</th>
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<tbody>
<tr>
<td>[ ] Yes [ ] No</td>
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<tr>
<th><strong>C.</strong> Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</th>
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<tbody>
<tr>
<td>[ ] Yes [ ] No</td>
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<tr>
<th><strong>D.</strong> Describe each affiliation or business relationship.</th>
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<tr>
<th><strong>6</strong> Describe any other affiliation or business relationship that might cause a conflict of interest.</th>
</tr>
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</table>

| **7** Signature of person doing business with the governmental entity | Date |
|---------------------------------------------------------------|

Amended 01/13/2006
ATTACHMENT H - SIGNATURE PAGE

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.

<table>
<thead>
<tr>
<th>DOCUMENT</th>
<th>CHECK</th>
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<tbody>
<tr>
<td>Executive Summary</td>
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<tr>
<td>Draft Work Plan</td>
<td></td>
</tr>
<tr>
<td>Software Requirements Checklist</td>
<td></td>
</tr>
<tr>
<td>CONSULTANT Qualification General Questionnaire (Attachment A in RFP)</td>
<td></td>
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<tr>
<td>Litigation Disclosure (Attachment B in RFP)</td>
<td></td>
</tr>
<tr>
<td>Pricing Schedule (Attachment D in RFP)</td>
<td></td>
</tr>
<tr>
<td>Brochures</td>
<td></td>
</tr>
<tr>
<td>References and Qualifications (Proposal Requirements Section of RFP):</td>
<td></td>
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<tr>
<td>• résumés of key personnel</td>
<td></td>
</tr>
<tr>
<td>• 3 References</td>
<td></td>
</tr>
<tr>
<td>Statement Acknowledging Insurance Requirements</td>
<td></td>
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<tr>
<td>Statement Acknowledging Indemnification Requirements</td>
<td></td>
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<tr>
<td>Small, Women, HUBzone, Disadvantaged Business Enterprises and Affirmation Form</td>
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<tr>
<td>Conflict of Interest Questionnaire (CIQ)</td>
<td></td>
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<tr>
<td>Signature Page</td>
<td></td>
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<tr>
<td>5 Copies of Proposal plus one signed original</td>
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</table>