



REQUEST FOR PROPOSAL (RFP)

For

Real Estate Acquisition and Due Diligence Services

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I – Background

The San Antonio River Authority (SARA) is a government entity created by special act of the Texas State legislature in 1937. SARA serves a four county district that encompasses Bexar, Karnes, Wilson and Goliad Counties. SARA provides various services throughout the district, always with the objective of providing stewardship of the river and its tributaries. Water quality and flood control are important components of these services and stewardship. SARA also provides many direct services to its constituency. This includes wastewater collection and treatment, parks development and management, operation and maintenance of major improvements and amenities along stretches of the river, dam management and maintenance, project management for flood control and other capital improvement projects, laboratory analysis and services, engineering services and research and development for programs and initiatives that will protect the river and its environs.

II – Objective

Specific projects are not identified at this time but a list of potential work tasks are listed below. The nature of this contract will be for “indefinite delivery, indefinite quantity” (IDIQ) professional services to assist the workload of the RIVER AUTHORITY, if/when requested by the RIVER AUTHORITY.

The personnel that the CONSULTANT provides must be proficient in the assigned task. The CONSULTANT must be responsive to the work request and meet ambitious project schedules. The CONSULTANT must be able to communicate well with an external agency and integrate as a valuable team member with the Real Estate, Finance and various Technical and Operations departments of the San Antonio River Authority.

III – Scope of Services

The RIVER AUTHORITY desires to have in place and available, a CONSULTANT with expertise in the areas of, but not limited to, real estate acquisition services; management of acquisition related services, including surveying, title, relocation, and other related services; negotiation of acquisition terms with landowners based upon mutually agreed upon criteria; performance of due diligence closing tasks; and maintenance of all files and records. The consultants will have expertise and experience in negotiating with landowners under the threat of eminent domain.

The Consultant must demonstrate proficiency in the following areas:

- Acquisition of property rights to include, but not limited to, fee simple, easements (permanent and temporary), rights of entry, water rights, leasehold interests, releases/partial releases of easement, release of liens, and encroachment agreements.
- Acquire property rights utilizing good faith negotiations and in accordance with all applicable laws, rules and regulations, including without limitation, current Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, the Texas Landowner Bill of Rights, and SARA's policies and procedures.
- Legal documents to include easements, deeds, leases, licenses, encroachment agreements and rights of entry. Legal documents may also include releases/partial releases, affidavits and subordination agreements to aid in curative matters.

- Manage due diligence activities to include environmental site assessment, title, and surveying services.
- Administer URA Relocation Assistance Program.
- Maintain all files and records on property land rights acquisition/relocation assistance per SARA standards until such time as SARA requests that files and records be delivered to SARA.
- Develop and track budget and schedule for real estate acquisition activities.
- Review all third party invoices for accuracy and timely pay.
- Maintain negotiator's reports detailing dates, times and substance of communications.

ADDITIONAL REQUIREMENTS:

- Consultants must have a minimum of three years of experience in acquiring property rights and administering the relocation assistance program.
- Consultants should be a member in good standing with the International Right of Way Association (IRWA).
- Consultants must be familiar with current condemnation procedures and be competent to testify in Eminent Domain proceedings, if necessary.
- Consultant who is located within one of the RIVER AUTHORITY statutory counties or surrounding countries.

IV – Term of Contract

A contract awarded in response to this RFP will begin upon award and expire one year from the date of contract execution. The RIVER AUTHORITY shall have the option to extend the contract for two (2) additional one (1) year terms.

V – Pre-Proposal Conference

Not Applicable

VI – Proposal Requirements

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

- 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.
- CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE: Completed CONSULTANT Qualification General Questionnaire (Attachment A).
- 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 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. PRICING SCHEDULE: List of required costs associated with the project per Attachment D.
- H. INSURANCE REQUIREMENTS: Signed statement indicating CONSULTANT's willingness and ability to provide insurance coverage in amounts stated herein, if selected. (Attachment E)
- I. INDEMNITY REQUIREMENTS: Signed statement indicating CONSULTANT's willingness to accept and comply with the indemnification provisions described herein, if selected. (Attachment F)
- J. CONFLICT OF INTEREST QUESTIONNAIRE: (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

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

VIII – Submissions of Proposals

- A. CONSULTANT shall submit five (5) copies of the Proposal, an original signed in ink, and a PDF version on a disc in a sealed package, clearly marked on the front of the package RFP for Real Estate Acquisition and Due Diligence Services. All Proposals must be received in the RIVER AUTHORITY no later than 2:00 p.m. central time, February 1, 2016 at the address below. Any Proposal received after this time will not be considered.

Mailing Address:

San Antonio River Authority, Attn: Purchasing
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) for the executive summary and references and qualifications, 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 VI, 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 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.
- D. 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 Purchasing Department 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.

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 the Purchasing Department, 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. No inquiries or questions will be answered if received after noon on January 22, 2016 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) Currently contracted vendors may communicate with the RIVER AUTHORITY staff in order to continue working on active matters, but such communication shall not include discussions regarding this RFP.
- D) 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 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:

- A) Responsiveness to the Request for Proposal (20 points)
- B) CONSULTANT's background & capability to provide services required (30 points)
- C) Evaluation of References. (20 points)
- D) Small, Minority, Women-Owned and HUB (Historically Underutilized Business) Enterprise status. (5 points)

- E) Local Presence (5 points)
- F) Cost estimate submitted. (20 points)

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:

ACTIVITY	DATE
RFP Solicitation Period	January 8 – February 1, 2016
Questions Accepted	January 22, 2016 at noon
Proposals Due	February 1, 2016 at 2:00pm

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.

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

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.

NAME OF BUSINESS				NAICS Code	
ADDRESS	Number Str.	&	City	State	Zip Code
CONTACT NAME					
PHONE NUMBER				FAX NUMBER	
E-MAIL ADDRESS					
CHECK ALL THAT APPLY					
<input type="checkbox"/> Small Business Entity			<input type="checkbox"/> Small Disadvantaged Business Entity		
<input type="checkbox"/> Minority Owned Business Entity			<input type="checkbox"/> Veteran Owned Business Entity		
<input type="checkbox"/> Woman Owned Business Entity			<input type="checkbox"/> Service Disabled Veteran Owned Business Entity		
<input type="checkbox"/> HUBZone Business Entity			<input type="checkbox"/> _____ Other		
CERTIFIED <input type="checkbox"/> Yes <input type="checkbox"/> No AGENCY CERTIFIED BY					
Please circle the answer that applies to your organization for the following statements:					
<ul style="list-style-type: none">• 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. 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 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

Please provide the hourly rates and any other costs which reflect the all-inclusive cost of services to the RIVER AUTHORITY.

ATTACHMENT E - INSURANCE REQUIREMENTS

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, which shall be clearly labeled with the name of the contract 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 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 Department
 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 F - INDEMNIFICATION REQUIREMENTS

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

FORM CIQ

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.

OFFICE USE ONLY

Date Received

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 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.)

This section, item 5 including subparts A, B, C & 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.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. 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?

☐ Yes ☐ No

C. 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?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

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.

DOCUMENT	CHECK
Executive Summary	
CONSULTANT Qualification General Questionnaire (Attachment A in RFP)	
Litigation Disclosure (Attachment B in RFP)	
Pricing Schedule (Attachment D in RFP)	
Brochures	
References and Qualifications (Proposal Requirements Section of RFP): <ul style="list-style-type: none">• résumés of key personnel• 3 References	
Statement Acknowledging Insurance Requirements (Attachment E)	
Statement Acknowledging Indemnification Requirements (Attachment F)	
Small, Women, HUBzone, Disadvantaged Business Enterprises and Affirmation Form (Attachment C)	
Conflict of Interest Questionnaire (CIQ) (Attachment G)	
Signature Page (Attachment H)	
5 Copies of Proposal plus one signed original and an electronic PDF	