



REQUEST FOR QUALIFICATIONS

General Information

	RFQ Number:	CAW # 24-15
	Description:	Economic Impact Study Services
	Solicitation Issued:	July 18, 2024

Submission Deadline for Response

	Opening Date:	August 1, 2024	Opening Time:	4:00 p.m., Central Time
	Responses will not be accepted after the designated opening date and time. Respondents are responsible for submitting responses at the selected location on or before the opening date and time. Responses received after the designated opening date and time will be considered late and returned to the Respondent without further review.			

Delivery Information for Response

	Delivery Address:	<p>Central Arkansas Water ATTN: Purchasing Section 221 East Capitol Avenue Little Rock, AR 72202</p> <p>Delivery providers USPS, UPS, and FedEx deliver mail to CAW's street address on a schedule determined by each provider. These providers will deliver to CAW based solely on the street address.</p> <p>Note: Respondent(s) who choose to hand deliver a bid response should take it to the front entrance at the James T. Harvey Building, which is located at 221 East Capitol Avenue</p>
	Response's Outer Packaging:	<p>The Respondent's bid must be delivered to CAW in a sealed package. The outer packaging should be properly marked with the information listed below. (Traditional Method) If it is not properly marked, the packaging may be opened for identification purposes.</p> <ul style="list-style-type: none"> • RFQ/ASQ Number • Date and time of the opening • Respondent's name and return address

Central Arkansas Water Contact Information

	CAW Buyer:	Liz Tuck-Rowan, NIGP-CPP, CPPO, CPPB, C.P.M., A.P.P., CPSD	Direct Phone #:	(501) 377-1266
	Email Address:	liz.tuck-rowan@carkw.com	CAW's Main #:	(501) 377-1200
	Website:	www.carkw.com		

RESPONSE SIGNATURE PAGE

Respondent's Information

Type or print the following information.

	Company:			
	Address:			
	City:	State:	ZIP Code:	
	Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit
	Dun & Bradstreet#	DUNS # _____		

Respondent's Contact Information

	Contact Person:	Title:	
	Phone:	Alternate Phone:	
	Email:		

Conflict of Interest Disclosure

Respondent should indicate below whether or not any known possible conflicts of interest exist with Central Arkansas Water. (See *Conflict of Interest Disclosure* in Section 1.)

At the present time, and to the best of my knowledge, (Respondent should select one of the following choices.)

No known possible conflicts of interest exist.
 Yes, a possible conflict of interest exists.
 If yes, the Respondent **must** explain. _____

Confirmation of Redacted Copy

YES, a redacted copy of the submission documents is enclosed.
 NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

Note: If a redacted copy of the submission documents is not provided with the Respondent's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.

Israel Boycott Restriction Confirmation

By checking and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected will not boycott Israel during the aggregate term of the contract.

Prospective Contractor does not and will not boycott Israel.

Boycott of the Energy, Fossil Fuel, Firearms, and AMO Industries

By signing below, the Contractor agrees and certifies that it does not boycott the energy, fossil fuel, firearms, and ammunition industries and will not boycott the energy, fossil fuel, firearms, and ammunition industries during the term of the contract.

Prospective Contractor does not and will not energy, fossil fuel, firearms, and AMO Industries

Execution of Respondent Response

Respondent's signature below **shall** represent and warrant Respondent's agreement to and compliance with all requirements, specifications, and terms and conditions within this solicitation. The undersigned official **must** be duly authorized to bind the Respondent to a resultant contract. (See *Response Signature Page* in Section 1 of this solicitation).

Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____

SECTION 1 – GENERAL INFORMATION

- **Do not respond to items in this section unless specifically and expressly required.**

1.1 PURPOSE

Central Arkansas Water (“CAW” or “Utility”) is soliciting statements of qualifications (“Qualifications”) from professional firms (“Respondents”) to perform an economic impact study. Central Arkansas Water (“CAW”) is committed to providing excellent quality water services for residential and business customers as it keeps water resources safe for wildlife and human reuse. CAW has two (2) water sources: Lake Maumelle and Lake Winona. CAW also has an administration building, Clearwater, Maryland, and Wilson maintenance facilities. Currently, CAW has approximately 367 employees. Through its employment and contractual relationship and significant time investments in various aspects of central Arkansas, CAW has made significant economic impacts to the region’s economy.

1.2 BACKGROUND INFORMATION

Central Arkansas Water (CAW or the Utility) is the largest water supplier in the state of Arkansas. The Utility plays an integral role in the quality of life for residents and the economic health of the communities it serves. As a regional water supplier serving a population of approximately 500,000, CAW contributes to the public health and well-being of one in every six Arkansans. In addition, CAW supplies the water needed by industries that compete in regional, national, and international markets. The Utility serves over 158,000 metered connections through retail and wholesale service to customers in Pulaski, Saline, Grant, Perry, Lonoke, White, and Faulkner counties.

1.3 TYPE OF CONTRACT

A term contract will be awarded to a single vendor.

1.4 ISSUING OFFICE

The issuing officer is the sole point of contact in the selection process. Respondent questions regarding RFQ-related matters should be made through the Purchasing Manager, Liz Tuck-Rowan, at 501-377-1266 or via email at liz.tuck-rowan@carkw.com. Verbal questions will be answered as a courtesy and at the Respondent’s risk.

1.5 OPENING LOCATION

Sealed responses submitted by the opening time and date **shall** be opened at the following location:

Central Arkansas Water
221 East Capitol Avenue
Little Rock, AR 72202

1.6 CONE OF SILENCE

All communication(s) pertaining to this solicitation **shall** be directed to the CAW buyer listed on page one (1) of this solicitation or his or her designee. CAW has imposed an absolute prohibition against any communication or contact (“Cone of Silence”) with any other CAW personnel, CAW consultant, or Central Arkansas Water Commission (CAWC) member regarding this solicitation process.

The prohibition begins with the publication of this solicitation document, remains in place through the CAW solicitation and award process, and ends only after CAW has executed a contract with the successful Respondent. The prohibition is suspended only when the CAW Buyer, or his or her designee, initiates or consents to a meeting or communications for the purpose of clarifying a solicitation or another solicitation-related action.

A violation of this policy may result in the disqualification of an offending Respondent’s response.

1.7 CLARIFICATION OF RFQ AND QUESTIONS

A. Respondents may submit written questions requesting clarification of information contained in this solicitation. Written questions should be submitted by 4:00 p.m., Central Time on Wednesday, July 24th. Submit written questions by email to the CAW buyer as shown on page one (1) of this solicitation.

1. For each question submitted, the Respondent should reference the specific solicitation item number to which the question refers.

2. Respondents' written questions will be consolidated and answered by CAW. CAW's consolidated written response is anticipated to be posted to the CAW website by the close of business on Friday, July 26th.

B. Respondents may contact the CAW Purchasing Section with procurement-related questions before the bid opening date and time. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at the Respondent's risk.

1.8 **DEFINITION OF REQUIREMENT**

A. The words "**must**" and "**shall**" signify a requirement of this solicitation and that Respondent's agreement to and compliance with that item is mandatory.

B. Exceptions taken to any requirement in this solicitation, whether submitted in the vendor's response or in subsequent correspondence, may cause the Respondent's response to be disqualified.

C. Respondent may request exceptions to non-mandatory items. Respondent **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.9 **DEFINITION OF TERMS**

A. CAW has made every effort to use industry-accepted terminology in this solicitation and will attempt further to clarify any point of an item in question as indicated in the *Clarification of RFQ and Questions*.

B. "Central Arkansas Water," "CAW," and "utility" are used synonymously in this document.

C. "Central Arkansas Water Commission," "CAWC," and the "commission" are used synonymously in this document.

D. The words "Respondent," "bidder," "contractor" and "vendor" are used synonymously in this document.

E. The terms "Request for Qualifications," "RFQ," and "Solicitation" are used synonymously in this document.

F. The terms "bid," "response," and "submission" are used synonymously in this document.

1.10 **RESPONSE DOCUMENTS**

A. Original Response (Solicitation may be submitted electronically to the following email on or before the established opening date and time: procurement@carkw.com) Adhere to 2-4 requirements below.

1. Respondent's original response **must be delivered to CAW in a sealed package** on or before the established opening date and time.

2. Original response **must** include the following:

a. Original signed *Signature Page*. **If submitted electronically, provide a copy of the signed document.** (See *Signature Page* below)

b. Other documents and/or information may be expressly required in this solicitation.

3. The original response should include a list of subcontractors, if applicable.

4. DO NOT include other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Electronic Copy and Redacted Copy of the Response (Solicitation may be submitted electronically to the following email: procurement@carkw.com) **Flash drive is not required with this solicitation.**

1. If applicable, one (1) redacted copy (marked "REDACTED") of the original response. (See *Proprietary Information*.)

1.11 **ADDITIONAL SOURCE OF SOLICITATION INFORMATION:**

AR Bid: The official posting can also be found on the AR Bid website at <https://arkansas.ionwave.net>. The solicitation document can be downloaded from the attachments tab of this bid posting. Note: it is the Respondent's responsibility to register and utilize the AR Bid website properly.

1.12 **ORGANIZATION OF RESPONSE DOCUMENTS**

It is strongly recommended that Respondents adhere to the following format and suggestions when preparing their response. The original response and all copies should be indexed and tabbed and should be arranged in the following order:

- Completed and signed *Response Signature Page*.
- *Table of Contents*. The *Table of Contents* should itemize the contents by section, subsection, and page numbers.
- Signed Addenda, if applicable.
- List of subcontractors, if applicable
- Other documents and/or information may be expressly required in this solicitation. Label documents and/or information to reference the solicitation item number.
- Response to the *Information for Evaluation* section of this solicitation.

1.13 **RESPONSE SIGNATURE PAGE**

- A. An official authorized to bind the Respondent(s) to a resultant contract **must** sign the *Response Signature Page* included in this solicitation.
- B. Respondent's signature on the *Response Signature Page* **shall** represent and warrant the Respondent's agreement that either of the following may cause the Respondent's response to be disqualified:
1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a requirement of this solicitation.
- C. Respondent's signature on the *Response Signature Page* **shall** represent and warrant the following:
1. Respondent has completely reviewed this solicitation and any addenda.
 2. Respondent's agreement to and compliance with all requirements, specifications, and terms and conditions within this solicitation. (See *Definition of Requirement*.)
 3. Respondent's agreement to and compliance with all laws relating to State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment, in addition to all federal, State, and local laws.
 4. Respondent has provided information in response to this solicitation that is both accurate and true.

1.14 **PRICING**

Pricing will be negotiated with the apparent successful Respondent(s) based on project(s)/scope of work. Respondent **must not** include any pricing in their response. The response shall be disqualified if the hard copies or electronic copies of the Respondent's response contain any pricing.

1.15 **NONCOLLUSION**

Respondent **shall** represent and warrant that in connection to a response to this solicitation:

- A. The Respondent has not been a party to any collusion among Respondent(s) in the restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.
- B. The Respondent has not been a party to any collusion with any official or employee of CAW as to quantity, quality, or price in the prospective contract or any other terms of said prospective contract.
- C. The Respondent has not been a party in any discussion between bidders and any official of CAW concerning the exchange of money or other things of value for special consideration in the letting of a contract.

1.16 **CONFLICT OF INTEREST DISCLOSURE**

- A. Respondent should complete the *Conflict-of-Interest Disclosure* section on the *Response Signature Page* of this solicitation.

- B. Respondent **must** disclose all known possible conflicts of interest that exist at the time of the Respondent's response submission. Conflicts of interest include, but are not limited to, the following:
1. Relationships between the Respondent's employees, principals, officers, agents, and the employees of CAW.
 2. Relationships between the Respondent's employees, principals, officers, agents, and the CAWC.
 3. Those resulting from adverse material matters are distinguished from business conduct as usual.
- C. Respondent's failure to disclose such a relationship may result in one of the following:
1. CAW's rejection of the Respondent's response.
 2. CAW's cancellation of any resultant contract.

1.17 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint response submitted by two or more Respondents is acceptable. However, a single Respondent **must** be identified as the prime contractor.
- B. The prime contractor **shall** be responsible for the contract and the sole point of contact.
- C. The prime contractor **shall** give CAW immediate notice, in writing, by certified mail of any action which, in the contractor's opinion, may result in litigation related in any way to this contract or CAW.

1.18 **PROPRIETARY INFORMATION**

- A. Response documents pertaining to this solicitation will become the property of CAW and **shall** be subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary and/or confidential information has been redacted should be submitted via the preferred secure FTP method in the Respondent's response.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- D. The Respondent **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Respondent.
- F. If a redacted copy of the submission documents is not provided with the Respondent's proposal, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If CAW deems redacted information to be subject to FOIA, the Respondent will be contacted prior to release of the documents.

1.19 **ISRAEL BOYCOTT NOTICE**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. Respondent's signature on the Bid Signature Page **shall** represent and warrant they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

1.20 **REQUIREMENT OF ADDENDUM**

- A. This solicitation **shall** be modified only by an addendum written and authorized by CAW.
- B. The Respondent **shall** be responsible for checking the Purchasing Section of the CAW website, www.carkw.com, for any and all addenda up to the established opening date and time.

1.21 **QUALIFICATION AND AWARD PROCESS**

A. Successful Selection

The ranking of Respondents **shall** be determined by the total score each response receives in evaluation. The Respondent receiving the highest-ranking score for their response **shall** be selected as the apparent successful Respondent. **Important Notice:** Receipt of a successful Respondent award letter/notification **does not guarantee** project work will commence during the solicitation calendar year.

B. Negotiations

1. CAW will enter pricing negotiations with the highest-ranking Respondent after the completion of the evaluation process.
2. If CAW so chooses, it **shall** also have the right to enter discussions with the highest-ranking Respondent to define contract details further. All negotiations **shall** be conducted at the sole discretion of CAW. CAW **shall** solely determine the items to be negotiated.
3. If CAW and the Respondent cannot agree regarding contractual matters, including pricing, CAW shall declare the Respondent non-responsive and begin the negotiation process with the next highest-ranking Respondent. The negotiation process will be repeated until an anticipated successful Respondent has been determined or until CAW decides not to move forward with an award.

C. Central Arkansas Water Commission Approval

Any resultant contract of this solicitation **shall** be subject to CAW approval processes which may include CAWC review and approval.

D. Issuance of a Contract

A CAW Purchasing Official, with approval by the CAWC, **shall** be responsible for the award and administration of any resulting contract. A contract **shall not** be effective before the award being made by a CAW Purchasing Official.

1.22 CAUTION TO RESPONDENTS

- A. Respondent **must not** alter any language in any solicitation document provided by CAW.
- B. The resultant contract shall include All official documents and correspondence related to this solicitation.
- C. Responses **must** be submitted only in English.
- D. CAW **shall** have the right to award or not award a contract if it is in its best interest to do so.
- E. CAW **shall** have the right to accept or reject all or any part of a response if it is in its best interest to do so.
- F. Respondent **must** clarify any information in their response documents as requested by CAW.
- G. Respondent's qualifications **must** meet or exceed those outlined in this solicitation.
- H. Services provided by the successful Respondent **must** meet or exceed those as set forth in this solicitation and/or as negotiated between the Respondent and CAW.
- I. Respondent may withdraw their response. In order to withdraw a response, the Respondent **must** provide a written request to the CAW Purchasing Section
- J. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response, and the Respondent **must** identify the specific page and paragraph being referenced.

1.23 PAST PERFORMANCE

A Respondent's past performance with CAW may be used to determine if the Respondent is "responsible". Responses submitted by the Respondent determined to be non-responsive **shall** be disqualified.

1.24 PUBLICITY

Respondent **shall not** issue a news release or article pertaining to this solicitation or any portion of the project, in any medium, at any time during the pendency of the solicitation or fulfillment of the terms of this contract without CAW's prior written approval. Respondent's failure to comply with this requirement may be cause for CAW's rejection of Respondent's response or CAW's cancellation of this contract.

1.25 RESERVATION

This solicitation does not commit CAW to issue an award or contract for services. CAW **shall not** pay costs incurred in the preparation of a response.

1.26 SUBCONTRACTORS

If any part of the work **must** be subcontracted, the Respondent should include a list of subcontractors, including firm name and address, contact person, and complete description of work to be subcontracted, with their response. This information **must** be provided prior to any contract award.

1.27 BOYCOTT OF THE ENERGY, FOSSIL FUEL, FIREARMS, AND AMO INDUSTRIES

Pursuant to Arkansas Code Annotated § 25-1-1002. For contracts valued at or exceeding \$75,000. A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, see Arkansas Code Annotated § 25-1-1102.

SECTION 2 – MINIMUM REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 SCOPE OF WORK

- A. Respondent **shall** be responsible for developing, conducting, and facilitating a comprehensive economic impact study ("study") that is an in-depth analysis of the economic value of the CAW, its facilities, and activities to local and regional communities.
 1. Respondent **must** complete the study and present results to CAW within three (3) to six (6) months of contract award. At a minimum, the results should be delivered to CAW in an editable format that may be used for various presentations.
- B. The vendor **shall** be responsible for researching water as a statewide industry to show the benefit to the citizens that are served by CAW. At a minimum, the study should clearly indicate the following:
 1. the return on investment for every dollar that CAW spends on capital infrastructure.
 2. the measured effect of CAW in its service areas and to show how increasing investments in the nation's water infrastructure can affect economic growth and employment.
 3. the environmental economic factors such as what would happen if our industry did not exist (e.g., cost of pollution, cost to public health would be, etc.).
 4. the economic analysis showing the economic opportunities created by water infrastructure projects
 5. the economic value/impact of CAW's:
 - a. Additional capital improvements to its treatment plants and assets
 - b. Miscellaneous contractual expenditures to local, state, and national vendors.
 - c. Employment of approximately 367+ individuals.

- C. If requested by CAW, vendor **must** prepare and present a presentation detailing the results of the study to the CAW executive team. The presentation will be done on-site and in person in Little Rock, Arkansas, at a location determined by CAW.
- D. Respondent **must** meet or exceed all requirements and specifications as set forth in this solicitation. CAW shall have the right to amend specifications and requirements, to add or remove specifications, and to add or remove any services offered by the vendor under the scope of this contract based on revisions in federal, State, and/or local regulations, or as determined to be in the best interest of CAW. Respondent and CAW shall come to a written agreement regarding the negotiated cost for such changes.
- E. All work under the scope of this contract **shall** be performed in a professional and skillful manner using industry best practices to provide quality, uniformed and professional results. Respondent represents and warrants that the services offered **shall** meet or exceed the requirements and specifications expressed in this contract.
- F. CAW **shall** have the right to assess damages which **shall** be deducted from the payment for goods. At the sole discretion of CAW, damages may be assessed based on the Respondent's failure to meet the requirements of this contract.

2.2 OWNERSHIP OF STUDY

The economic impact study delivered to the Utility under this contract **shall** be solely owned by the Utility and the Authority may use and/or disclose the Study, and/or any portion of the Study, in any manner it deems appropriate.

2.3 MINIMUM VENDOR QUALIFICATIONS

Respondent **must** have a minimum of five (5) years of experience in performing services as described in this solicitation. Respondent **must** have demonstrable expertise and success in comparable projects.

2.4 RESPONDENT'S EMPLOYEES

- A. CAW **shall** have the right to require the Respondent to remove an employee or subcontractor from performing work under this contract, if in CAW's reasonable opinion such employee or subcontractor
- is not performing work satisfactorily
 - is failing to cooperate as required in this contract
 - is posing a security risk to the project or CAW
 - is otherwise breaching a term of this contract
 - their presence on the project is not in the best interest of CAW
 - or any other reasonable basis
- B. In the event of such removal, Respondent **must** replace the employee or subcontractor with a suitable replacement subject to the approval of CAW as instructed by CAW.

2.2 FORMAT STATEMENT OF QUALIFICATIONS

The Request for Qualifications process is intended to offer interested financial advisor firms the opportunity to demonstrate their ability to perform the required services. The utility does not intend for the development of a proposal to be expensive or extravagant; however, the proposal should be well-considered for simplicity and ease of understanding.

The Statement of Qualifications should include:

1. Company Background
 - a. Name, address, email, and telephone number
 - b. Years in business
 - c. Offices available to support CAW
 - d. Departmental resources to perform the work required by CAW
2. A description of your institution's experience providing the required services in this solicitation to public entities, municipalities, boards, or commissions and confirmation of the ability to perform the scope of services contained herein.

3. Provide a description of three (3) projects in which your firm has provided services of a similar scope as required in this RFQ. Preferably, descriptions of projects should be ones for which your firm provided services to public entities. At a minimum, provide the following information for each project:
 - a. Client's name and contact information.
 - b. Brief description of scope of work and required deliverable.
 - c. The analytical methodology used, conclusions and a description of the final reports provided to the clients.
 - d. Duration of project, including whether the project was completed within the relevant timeframe.
4. Identify the individuals assigned to this transaction, their roles, and relevant experience.
5. Three (3) references with contact information.

SECTION 3 – INFORMATION FOR EVALUATION

- *The following evaluation criteria are designed to illustrate the Respondent's qualifications and abilities in providing the services envisioned under this solicitation. Each item should be addressed as written.*
- *The overall presentation of a Respondent's response will be taken into consideration by the evaluation committee when scoring.*

3.1 EVALUATION COMPONENTS

The vendor services will be selected based on the review of the submitted RFQ and be based upon the criteria outlined below in order of importance:

- 1) Statement of Qualifications
- 2) Professional Capability
- 3) Experience with Economic Impact Studies
- 4) Staff Capability/Workload
- 5) Familiarity with and proximity to the CAW service area
- 6) The Firm must provide three client references.

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ.

Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted on a case-by-case basis for each issue or matter under consideration for services that arise and need to be addressed by the utility.

SECTION 4 – CRITERIA FOR SELECTION

- **Do not respond to items in this section.**

4.1 RESPONSE SCORE

- A. The CAW Purchasing Section will review each response to verify submission requirements have been met. Responses that do not meet submission requirements **shall** be disqualified and **shall not** be evaluated.
- B. A CAW-appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on the Respondent's response to the *Information for Evaluation* section included in this solicitation. Other agencies, consultants, and experts may also examine documents at the discretion of CAW.

- C. The *Information for Evaluation* section has been divided into sub-sections. Maximum scores for each sub-section are shown in the following table. Scores for each sub-section will be added together to determine the total score for the written response.

Information for Evaluation Sub-Sections		Maximum Points Possible
4.1 Statement of Qualifications		20
4.2 Professional Capability		15
4.3 Experience in economic impact studies and ability to perform work		25
4.4 Staff Capability/Workload		15
4.5 Familiarity with and proximity to the CAW service area		15
4.6 Client References		10
Maximum Total Points Possible for Written Response		100

- D. The Respondent(s) with the highest-ranking score **shall** be selected as the apparent successful vendor(s) based on the scope of work. (See Qualification and Award Process.)

4.2 **RESPONDENT ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Respondent **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. Submitting a response **shall** signify the Respondent's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the responses. Central Arkansas Water's decision **shall** be final.

SECTION 5 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

5.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:

Central Arkansas Water
ATTN: Accounts Payable
P.O. Box 1789
Little Rock, AR 72203

Or emailed to: accounting_ap@carkw.com

- B. Payment will be made in accordance with applicable CAW accounting procedures upon acceptance of goods and/or services by CAW.
- C. CAW **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor successfully satisfied CAW regarding the reliability and effectiveness of the goods and/or services purchased as a whole.
- E. The vendor should invoice CAW with an itemized list of charges, referencing CAW's bid number on each invoice.
- F. Other sections of this solicitation may contain additional requirements for invoicing.
- G. CAW payment terms are N30.

5.2 GOVERNING LAW

- A. The laws of the State of Arkansas **shall** govern this contract as to interpretation and performance.
- B. Any and all legal action necessary to enforce any resulting contract **shall** be brought in Pulaski County, Arkansas.
- C. CAW **shall not** agree to any provision of a contract that violates the federal, State, or local laws or the constitution of the State of Arkansas.

5.3 CONDITIONS OF CONTRACT

The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and CAW polices and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

5.4 INDEMNITY

Vendor **shall** indemnify and save harmless CAW and its agents, servants, and employees from, and against, any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, or losses of any nature whatsoever, civil or criminal, incurred by any of them including attorney's fees arising out of a willful or negligent act, or omission, including, but not limited to actions arising under any local, state or federal environmental laws or regulations, or omissions of Vendor, its officers, agents, servants, and employees; provided, however, that Vendor **shall not** be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of any resulting contract due to a willful or negligent act, or omission, of CAW, its agents, servants, and employees.

5.5 STATEMENT OF LIABILITY

CW will demonstrate reasonable care but **shall not** be liable in the event of loss, destruction, or theft of vendor-owned items to be delivered or to be used in the installation of deliverables. The vendor **shall** be required to retain total liability until the deliverables have been accepted by the authorized CAW official. CAW **shall not** be responsible for or accept liability for any vendor-owned items.

5.6 NON-DISCRIMINATION

As a condition for doing business with Central Arkansas Water, the awarded contractor **shall not** discriminate on the basis of race, religion, national origin, gender, or the presence of any sensory, mental, or physical disability and **shall** require such compliance in agreements with subcontractors and sub-subcontractors.

5.7 DELEGATION AND/OR ASSIGNMENT

Vendor **shall not** assign the contract or any portion thereof or delegate any of vendor's right or duties thereunder without prior written approval of CAW. This written approval **shall not** be considered as making CAW a party to such subcontract or subjecting CAW to liability of any kind to any subcontractor. No subcontract **shall** under any circumstances relieve vendor of liability and obligation under any resulting contract, and all transactions **shall** be made through vendor. Subcontractors **shall** be recognized and dealt with only as workers and representatives of vendor and as such **shall** be subject to the same requirements of character and competence as required of vendor's employees. Any purported assignment made in violation of this provision **shall** be void and of no force and effect and **shall** constitute a material breach of any resulting contract.

5.8 RECORD RETENTION

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other specified CAW policies. Upon request, access **shall** be granted to CAW, State or Federal Government entities, or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the CAW's designee(s) at any time during the contract period and any extension thereof and for five (5) years from the expiration date and final payment on the contract or extension thereof.
- C. Other sections of this solicitation may contain additional Requirements regarding record retention.

5.9 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to the confidentiality of any information of which they may become aware during the course of providing services under a resulting contract.
- B. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all federal, State, and local laws and to all requirements set forth in this solicitation and/or resulting contract concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.
- C. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of contract, and CAW **shall** have the right to cancel the contract on these grounds.

5.10 CONTRACT INTERPRETATION

Should CAW and the vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, CAW's determination **shall** be final and controlling.

5.11 CANCELLATION FOR CONVENIENCE

- A. CAW **shall** have the right to cancel a contract, in whole or in part, in the event CAW no longer needs the service or commodity specified in the contract due to program changes, changes in laws, rules, or regulations, relocation of offices, lack of appropriated funding, or if it is determined to be in CAW's best interest to do so. CAW **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification unless specified in the notification.
- B. In the event CAW cancels a contract for one of the above reasons, CAW **shall** pay only those sums due for services and/or goods received and accepted up to the termination date as stated in the notification.
- C. The vendor may terminate any resulting contract by providing written notice of cancellation to CAW. Vendor **must** confirm with CAW that notice of cancellation has been received. Notice of cancellation **must** be provided to CAW a minimum of 90 days prior to termination of contract.

5.12 ATTORNEYS' FEES AND EXPENSE

Subject to other terms and conditions of this Contract, in the event Contractor defaults in any obligations under this Contract, Contractor shall pay to CAW all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by CAW in enforcing this Contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall CAW be obligated to pay any attorney's fees or costs of legal action to Contractor.

5.13 AUTHORITY TO CONTRACT

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Arkansas; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

5.14 DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or any political subdivision of the State of Arkansas;

has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

has not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and three (3) of this certification; and,

has not, within a three (3) year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

5.15 FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify CAW immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless CAW determines it to be in its best interest to terminate the Contract.

5.16 INDEPENDENT AGENCY STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for CAW. Nothing contained herein shall be deemed or construed by CAW, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between CAW and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of CAW or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship CAW and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of CAW. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of CAW and CAW shall be at no time legally responsible for any negligence or other

wrongdoing by Contractor, its servants, agents, or employees. CAW shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, CAW shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by CAW for its employees.

5.17 NO LIMITATION OF LIABILITY

Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor.

5.18 OWNERSHIP OF DOCUMENTS AND WORK PAPERS

CAW shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the provision of services under this Contract, except for Contractor's internal administrative and quality assurance files and internal correspondence.

5.19 APPLICABILITY OF FREEDOM OF INFORMATION ACT

Contractor acknowledges that CAW is subject to the requirements of the Arkansas Freedom of Information Act (the "FOIA") and to the extent Contractor performs work for CAW, Contractor may also be subject to requirements of the FOIA. Therefore, each party shall assist and cooperate with the other (at their own expense) to enable the other party to comply with any applicable information disclosure obligations under the FOIA. Whenever a party receives a request for information under the FOIA in relation to the Contract or information which it is holding on behalf of the other party, it shall (and shall procure that its sub-contractors shall):

- i. transfer the request for information to the other party as soon as practicable after receipt and in any event within one (1) working day of receiving the request for information;
- ii. provide the other party with a copy of all information in its possession or power in the form that the other party requires within two (2) working days (or such other period as the other party may specify) of the other party requesting that information; and
- iii. provide all necessary assistance as reasonably requested by the other party to enable the other party to respond to the request for information within the relevant time for compliance as set out in the FOIA.

Each party shall be responsible for determining at its absolute discretion whether:

- i. the information is exempt from disclosure under the FOIA; or
- ii. the information is to be disclosed in response to a request for information

5.20 HOLD HARMLESS CLAUSE

The Contractor shall indemnify, defend, and hold harmless CAW from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "CAW" and "Contractor" include their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for CAW or to reimburse CAW for its attorneys' fees and costs related to the claim. This section shall survive the Contract. CAW is prohibited from indemnifying Contractor and/or any other third parties.

5.21 INSURANCE REQUIREMENTS

- A. The Contractor **shall** secure and maintain throughout the duration of the contract, insurance of such types and in such amounts as may be necessary to protect itself and the interest of CAW against all hazards or risks of loss as hereinafter specified.

1. All insurers **must** have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the state of Arkansas. The form and limits of such insurance, together with the underwriter thereof in each case, **must** be acceptable to CAW but regardless of such acceptance it **shall** be the responsibility of the Vendor to maintain adequate insurance coverage at all times. Failure of the Vendor to maintain adequate coverage **shall not** relieve it of any contractual responsibility or obligation.
2. Satisfactory certificates of insurance **shall** be provided to CAW prior to award and prior to any subsequent renewal. The certificate **shall** state that ten (10) days advance written notice will be given to CAW before any policy covered thereby is changed or canceled. CAW will provide written notification and a required timeframe for submittal. Contractor **must** submit the certificates within the timeframe as required by CAW.

- B. **Workers' Compensation and Employer's Liability:** This insurance **shall** protect the Vendor against all claims under applicable state workers' compensation laws. The Vendor **shall** also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of workers' compensation law. This policy **shall** include "all states" endorsement. The liability limits **shall not** be less than:

Workers' Compensation & Disability Statutory
 Employer's Liability \$1,000,000 each Accident
 \$1,000,000 Each Employee for Injury by Disease
 \$1,000,000 Aggregate for Injury by Disease

- C. **Commercial General Liability Insurance:** The Vendor **shall** maintain during the life of this contract such Liability Insurance as **shall** protect it against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may arise from operations under the contract whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance **shall** be as follows:

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
 \$2,000,000 General Aggregate per Project
 \$2,000,000 Products & Completed Operations Aggregate
 \$1,000,000 Personal and Advertising Injury Limit

1. It is expressly understood that it is the intent that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by CAW.
2. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause **shall** be added to the General Liability, Automobile and Workers' Compensation policies in favor of CAW.

- D. **Commercial Automobile Liability Insurance:** Contractor **shall** take out and maintain during the life of the contract such commercial automobile (vehicle) liability insurance as **shall** protect it against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage, which may arise from the operations of any owned, hired or non-owned vehicles used by or for it in any capacity in connection with carrying out of the contract. The minimum acceptable limits of liability to be provided by such vehicle liability insurance **shall** be as follows:

\$1,000,000 combined single limit per accident
 Commercial Auto Policy shall include CA-9948 Pollution Extension

- E. **Fidelity Bond:** Vendor will maintain in force throughout the duration of this contract a bond that complies with applicable regulatory requirements, written by a reputable bonding company, covering any dishonest acts, theft, embezzlement, forgery, and other acts of malfeasance by Contractor, its employees, or agents in connection with services performed for CAW in the amount of \$1,000,000 per incident including Third Party Crime.

- F. **Professional Liability:** The Contractor shall maintain during the life of this contract and for a minimum of five (5) years after substantial completion of project, insurance covering negligent acts, errors and omissions in the performance of professional services. The minimum acceptable limits to be provided are as follows:

\$1,000,000 Per Claim
 \$2,000,000 Aggregate

- A. The following provisions shall be agreed to by Contractor:
1. Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - a. Contractor will provide on request certified copies of all insurance coverage Certificates of Insurance related to the Contract within ten (10) business days of request by CAW. These certified copies will be sent to CAW from Contractor's insurance agent or representative.
 - b. Any Certificate of Insurance provided shall indicate the Contract name and number.
 2. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to CAW. Contractor shall furnish a new Certificate of Insurance prior to any change or cancellation date. The failure of Contractor to deliver a new and valid Certificate of Insurance will result in suspension of all payments until the new Certificate of Insurance is furnished.
 3. Liability Insurance "Claims Made" basis: If the liability insurance purchased by Contractor has been issued on a "claims made" basis, Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included, as described previously in these provisions, remain the same. Contractor must also agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for Contractor for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 4. Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. CAW reserves the right to request additional information to determine if Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
 5. Contractor agrees to provide insurance issued by companies within the State of Arkansas, with the Best's Key Rating of at least A:VII.
 6. CAW, its officers and employees shall be endorsed to Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage CAW may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to CAW along with a copy of the Endorsement.
 7. Contractor will provide a waiver of subrogation endorsement in favor of CAW on their Commercial Auto, General Liability, and Workers' Compensation Policies.
 8. Compliance by the Contractor with the foregoing requirements as to carry insurance shall not relieve the Contractor of their liability provisions of the Contract.
- B. Precautions shall be exercised at all times for the protection of persons (including employees) and property.
- C. Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- D. If an "ACORD" Insurance Certificate form is used by Contractor's insurance agent, as it relates to Cancellation "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.;" the agent shall state the cancellation provisions either on company letterhead or copy of that portion of the policy.
- E. Contractor agrees to waive all rights of subrogation against CAW, its officers, employees, and agents.

SECTION 6 – STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the request for qualifications override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the response are accepted by Central Arkansas Water.

Any ambiguity in any response as the result of omission, error, lack of clarity, or non-compliance by the firm with specifications, instructions, and all conditions of responding shall be construed in the light most favorable to CAW.

Quality, time, and probability of performance may be factors in making the award.

2. **ACCEPTANCE AND REJECTION:** The CAWC and/or their designees reserve the right to reject any and all responses, waive any and all informalities, award items, all or none, or by line item(s), and to make an award to the best firm pursuant to law.
3. **RFQ SUBMISSION:** Responses must be submitted to CAW on this form, with all other information required within the RFQ, on or before the date and time specified for RFQ opening. If this form is not used, the response may be rejected. The response must be typed or printed in ink. The signature must be in ink. Unsigned responses will be disqualified. The person signing the response should show title or authority to bind the firm in a contract. Each response should be placed in a separate envelope completely and properly identified. Late responses will not be considered under any circumstances.

The RFQ number should be stated on the face of the Sealed RFQ Response Envelope. If it is not, the envelope will have to be opened to identify.

4. **AMENDMENTS:** THIS RFQ MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY CENTRAL ARKANSAS WATER. Firms are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFQ prior to submission. It is the responsibility of the firm to check the Central Arkansas Water website, <http://www.carkw.com> for any and all addendums.
5. **AWARD: Term Contract:** A contract award may be issued to the Qualified Firm. It results in a binding obligation without further action by either party.
6. **LENGTH OF CONTRACT:** The request for qualifications will show the period of time the term contract will be in effect.
7. **DEFAULT:** Firm has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in any resulting contract or any of the rules and regulations promulgated by CAW pursuant thereto or has wrongfully failed or refused to comply with the instructions of CAW and said default is not cured within fourteen (14) days of receipt of written notice by CAW to do so, or if by reason of the nature of such default, the same cannot be remedied within fourteen (14) days following receipt by Firm of written demand from CAW to do so, Firm fails to commence the remedy of such default within said fourteen (14) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Firm having the burden of proof to demonstrate); (a) that the default cannot be cured within fourteen (14) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
 - a. **CANCELLATION FOR DEFAULT:** CAW may cancel any resulting contract because of Firm's default, except as otherwise provided below in this Section, by giving Firm fourteen (14) days advance written notice upon the happening of any one of the following events:
 - b. **INSOLVENCY:** Firm shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property. In the event that any bankruptcy, insolvency, reorganization, receivership, or similar proceeding is instituted by or against Firm, or in the

event Firm makes an assignment for the benefit of creditors, Firm shall not asset or list any resulting contract as an asset of such action; or

- c. **COURT ORDER:** By order or decree of a court, Firm shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Firm, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is started or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such started judgment or order is reinstated in which case, said default shall be deemed immediate; or
- d. **LEGISLATIVE ACT:** By, or pursuant to, or under the authority of any legislative act, resolution, or rule or any order to decree of any Court or governmental board, agency, or officer having jurisdiction, a service, trustee, or liquidator shall take possession or control of all or substantially all of the property of Firm, and such possession or control shall continue in effect for a period of sixty (60) days; or
- e. **FINAL JUDGMENT:** The Firm has defaulted by allowing any final judgment for the payment of money to stand against him unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by CAW to do so; or
- f. **UNSATISFIED JUDGMENT:** In the event that the unsatisfied final judgment under subsection (e) above is the subject of a judicial proceeding, the Firm shall not be in default if the sum of money is bonded. The bonds shall be in the form acceptable to CAW; or
- g. **COMPLIANCE WITH LAWS:** Failure to comply with all local, state, and federal laws governing the deliverables provided under any resulting contract; or
- h. **COMPLIANCE WITH EQUAL OPPORTUNITY:** Failure to comply with the Equal Opportunity, Displaced Employees provisions, Drug-Free Workplace, or other personnel requirements described in this RFQ.
- i. **TERMINATION:** Notwithstanding the foregoing and as supplemental and additional means of termination of any resulting contract under this Section, in the event that Firm has frequently, regularly, or repetitively defaulted in the performance of any of the covenants and conditions required to be kept and performed by Firm, in the opinion of CAW and regardless of whether Firm has corrected each individual condition of default, Firm shall be deemed by CAW to be a "habitual violator," shall forfeit the right to any further notice or grace period to correct, and all of the said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. CAW shall thereupon issue Firm a final warning citing the circumstances therefore, and any single default by Firm of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, CAW may terminate any resulting contract upon giving of written final notice to Firm, such cancellation to be effective upon the date specified in CAW's written notice to Firm, and all contractual payments due hereunder plus any and all charges and interest shall be payable to said date, and Firm shall have no further rights hereunder and immediately upon the specified date in such final notice Firm shall proceed to cease any further performance under any resulting contract and cooperate with CAW to turn over equipment, if any, and all records and service responsibility as otherwise required herein.
- j. **EFFECTIVE DATE:** In the event of the aforesaid events specified in sections 7 and (i) above and except as otherwise provided in said subsection, termination shall be effective upon the date specified in CAW's written notice to Firm, and upon said date any resulting contract shall be deemed immediately terminated and upon such termination all liability of CAW under any resulting contract to Firm shall cease, and CAW shall have the right to call the performance bond (if required) and shall be free to negotiate with other contractors for the goods and services requested in the RFQ.

8. **INVOICING:** The Firm shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the RFQ and purchase order numbers, where itemized in the request for qualifications, (2) delivery and acceptance of services and (3) proper and legal processing of the invoice by CAW. Invoices must be sent to the address point shown in the Request for Qualifications.

9. **CAW PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other commodity furnished to the Firm hereunder or in contemplation hereof or developed by the Firm for use hereunder shall remain property of CAW, be kept confidential, be used only as expressly authorized and returned at the Firm's expense to the F.O.B. point properly identifying what is being returned.
10. **ASSIGNMENT:** Any contract entered into pursuant to this request for qualifications shall not be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
11. **OTHER REMEDIES:** In addition to the remedies outlined herein, the Firm and CAW have the right to pursue any other remedy permitted by law or in equity.
12. **DISCRIMINATION:** In the event a contract is entered into pursuant to the "Request for Qualifications", the Firm shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, age, disability, veteran's status, national origin or ancestry, or any other protected category. The Firm must include in any and all subcontracts a provision similar to the above.
13. **CONTINGENT FEE:** The firm guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the firm for the purpose of securing business.
14. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for qualifications, the firm named on the front of this request for qualifications, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to CAW all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by CAW pursuant to this contract.
15. **LIQUIDATED DAMAGES:** Shall be assessed beginning on the first day following the maximum delivery or completion time entered on the RFQ form and/or provided for by the specifications.
16. **SEVERABILITY:** If any provision of this Contract is declared illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected and shall remain in full force and effect.
17. **MINORITY BUSINESS POLICY:** Central Arkansas Water encourages participation of disadvantaged, small, minority, and women-owned business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or subcontractor. It is further requested that, whenever possible, prime contractors who require sub-contractors seek qualified small, minority, and women-owned businesses to partner with them.
18. **ALTERATION OF ORIGINAL RFQ DOCUMENTS:** The original written or electronic language of the RFQ documents shall not be changed or altered except by an approved written addendum issued by Central Arkansas Water. This does not eliminate a firm from taking exception(s) to non-mandatory terms and conditions but does clarify that the firm cannot change the original document's written or electronic language. If the firm wishes to make exception(s) to any of the original language, it must be submitted by the firm in separate written or electronic language in a manner that clearly explains the exception(s). If the firm's submittal is discovered to contain alterations/changes to the original written or electronic documents, the firm's response may be declared as "non-responsible," and the response shall not be considered.
19. **LANGUAGE:** Responses will only be accepted in the English language.
20. **BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT:** All firms or individuals located or doing business in Arkansas must be licensed in accordance with the required state, local, and county agencies.
21. **SAFETY:** All Contractors and subcontractors performing services for CAW are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site under this Contract.

22. **NOTICES:** Any notice, demand, communication, or request required or permitted resulting from any resulting contract hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified, return receipt requested, United States Mail as follows:

Central Arkansas Water
Attn: CAO
221 East Capitol Avenue
Little Rock, Arkansas 72202

Notices shall be effective when received at the address specified above. Changes in the respective address to which such notice shall be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received (*i.e.*, printed) after 4:30 p.m. or on weekends or holidays will be deemed received on the next business day. The original items that are transmitted by facsimile equipment must also be mailed as required herein.