



# REQUEST FOR QUALIFICATIONS

## General Information

	RFQ Number:	CAW # 24-18
	Description:	Audit Services
	Solicitation Issued:	September 5, 2024

## Submission Deadline for Response

	Opening Date:	October 3, 2024	Opening Time:	4:00 p.m., Central Time
	<p>Responses will not be accepted after the designated opening date and time. Respondents are responsible for submitting responses at the designated 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.</p>			

## 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 individual 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"> <li>RFQ/ASQ Number</li> <li>Date and time of the opening</li> <li>Respondent's name and return address</li> </ul>		

## 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:	<a href="mailto:liz.tuck-rowan@carkw.com">liz.tuck-rowan@carkw.com</a>	CAW's Main #:	(501) 377-1200
	Website:	<a href="http://www.carkw.com">www.carkw.com</a>		

## 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 #:	Business License #:		

### Respondent's Contact Information

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

### Conflict of Interest Disclosure

	<p>Respondent should indicate below whether or not any known possible conflicts of interest exist with Central Arkansas Water. (See <i>Conflict of Interest Disclosure</i> in Section 1.)</p> <p>At the present time, and to the best of my knowledge, (respondent should select one of the following choices.)</p> <p> <input type="checkbox"/> No known possible conflicts of interest exist.  <input type="checkbox"/> Yes, a possible conflict of interest exists.                  If yes, the respondent <b>must</b> explain. _____                  _____             </p>
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### Confirmation of Redacted Copy

	<p> <input type="checkbox"/> YES, a redacted copy of the submission documents is enclosed.  <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.                 </p> <p><i>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.</i></p>
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### Israel Boycott Restriction Confirmation

	<p>By checking and submitting a response to this <i>Bid Solicitation</i>, 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.</p> <p><input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.</p>
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### Boycott of the Energy, Fossil Fuel, Firearms, and AMO Industries

	<p>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.</p> <p><input type="checkbox"/> Prospective Contractor does not and will not energy, fossil fuel, firearms, and AMO Industries</p>
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### 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) is soliciting statements of qualifications (“Qualifications”) from professional Certified Public Accounting (CPA) firms (“Respondents”) to perform the annual audit of its financial statements for the years ending December 31, 2024, through 2028. These audits are to be performed per the provisions in this RFQ. In addition, CAW may require ongoing advisory services for financial issues that may occur throughout the year. These advisory services are to be included in the agreed-upon services and are not to exceed the annual audit fee.

### **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 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.

### **1.4 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

### **1.5 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.

### **1.6 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 Tuesday, September 17<sup>th</sup>. 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. Respondent’s written questions will be consolidated and responded to by CAW. CAW’s consolidated written response is anticipated to be posted to the CAW website by the close of business on Friday, September 20<sup>th</sup>.

- 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.

### 1.7 **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 respondent'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.

### 1.8 **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," 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](mailto: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](mailto: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. Should the hard copies or electronic copies of the respondent's response contain any pricing, the response **shall** be disqualified.

### 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 material adverse matters, 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 **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.

#### 1.18 **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.

#### 1.19 **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](http://www.carkw.com), for any and all addenda up to the established opening date and time.

#### 1.20 **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.

1.21 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.

1.22 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.

1.23 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.

1.24 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.



**1.25 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.

**1.26 BOYCOTT OF THE ENERGY, FOSSIL FUEL, FIREARMS, AND AMO INDUSTRIES**

A. 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.

B. Respondent's signature on the Bid Signature Page **shall** represent and warrant they do not boycott an Energy, Fossil Fuel, Firearms, or Ammunition Industry during the remaining aggregate term of the contract.

**SECTION 2 – MINIMUM REQUIREMENTS**

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

**2.1 SCOPE OF SERVICES**

As a guide to the scope of the audit services needed, please refer to CAW's 2023 Annual Comprehensive Financial Report (ACFR). (<https://carkw.com/about/departments/finance/latest-financial-report/>)

- The auditors will perform an examination of CAW's basic financial statements and required supplementary information (RSI) in accordance with generally accepted governmental auditing standards (GAGAS) as set forth by the Comptroller of the United States with the objective of expressing an opinion as to the fair presentation, in all material respects, of these financial statements. 20 bound copies and an electronic copy of the ACFR, along with the incorporated audited financial statements, will be provided to CAW. The auditor will prepare the financial statements and the notes to the financial statements. CAW staff will review these documents and subsequently approve them for publication.
- When applicable, the auditors will express an opinion on CAW's compliance with the Single Audit Act and the provisions of OMB Circular A-133 and other applicable laws and regulations. In addition to the audit of the Federal awards, the auditors will review any material included in the reporting package accompanying the data collection form. The auditors will complete the data collection form and required filing with the Federal Audit Clearinghouse. An electronic copy of the data collection form will be provided to CAW.
- As part of GAGAS, the firm will also be required to issue a report on internal controls over financial reporting.
- The auditors will issue a SAS 114 report addressed to the CAW Board of Commissioners at the conclusion of the audit.
- When applicable, the auditors will issue a management letter to the CAW Board of Commissioners at the conclusion of the audit. This letter will convey significant deficiencies and material weaknesses (as defined by GAGAS) that were identified during the audit. CAW's Chief Executive Officer, Chief Administrative Officer, and Director of Finance will be provided with an advance draft of this report for review and any necessary response.
- All working papers and reports must be retained, at the CPA firm's expense, for a minimum of five (5) years, unless the firm is notified in writing by CAW of the need to extend the retention period. The auditors will be required to make working papers available upon CAW's request.
- CAW operates on a calendar year basis and therefore has a December 31 year-end. On-site work should be completed during the middle two weeks of February, with the draft Financial Statements delivered by February 28. The final Audit Report will be delivered after the April Board of Commissioners meeting, where the draft Audit Report will be presented by the CPA firm.

- The firm will maintain at least \$5,000,000 of professional liability insurance.

### **Special Considerations**

- CAW will send its ACFR to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. The auditors will provide special assistance to CAW to ensure that the program requirements are met.
- The auditors are expected to keep CAW informed of new developments affecting government finance and reporting standards and trends, including Governmental Accounting Standards Board (GASB) pronouncements. Advice will be requested of the auditors for extraordinary transactions.
- CAW contributes to the Arkansas Public Employees Retirement System (APERS), which is a cost-sharing multiple-employer defined benefit plan created by the Arkansas Legislature, and as such requires expertise in accounting and financial reporting for pensions (GASB 67 and 68).
- CAW sponsors and administers a single employer-defined benefit healthcare plan providing medical insurance benefits for retirees meeting specific eligibility requirements, and as such, requires expertise in accounting and financial reporting for Other Post-Employment Benefits (OPEB) (GASB 74 and 75).
- CAW acts as both lessor and lessee in multiple lease contracts, and as such, requires expertise in accounting and financial reporting for leases (GASB 87).
- CAW currently acts as receiver for Perla Water System, which is maintained by CAW as a fiduciary fund. As such, CAW requires expertise in fiduciary fund accounting.

## **2.2 FORMAT STATEMENT OF QUALIFICATIONS**

The Request for Qualifications process is intended to offer interested 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. Qualifications of the CPA firm/staff – Provide the partner, manager, and in-charge auditor assigned to the CAW engagement. Include contact information and current resumes for each team member. Also submit a copy of the firm's most recent external peer review, the related letter of comments, and the firm's response to the letter of comments. In addition, the firm will provide information of any disciplinary action taken or pending against the firm and/or its employees during the last three (3) years with state regulatory bodies or professional organizations.
2. Related audit experience - Provide a history of the firm's experience providing similar services to utilities, governmental agencies, etc.
3. Service offering and audit approach - Describe the approach for the audit engagement. Include timing of the audit, use of technology, communication process for requests, questions, and arising issues, primary areas of emphasis, and the transition plan from prior auditors.
4. Ability to meet CAW's audit needs – Indicate capability and commitment to provide services as set forth in "Scope of Services – Audit Services" as specified on pages 9 and 10 of this document.
5. References from current clients—Provide a list of three or more references for whom you have provided similar audit services. Include a contact person and his/her contact information for each reference.

## **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**

As needed, CAW Staff shall consider the Statements of Qualifications that meet the enumerated requirements. Audit services will be selected based on the review of the submitted Statements of Qualifications and be based upon the criteria outlined below in order of importance:

- 1) Statement of Qualifications
- 2) Experience with Audit Services
- 3) Service Offering and Approach
- 4) Meet CAW's Audit Needs, Past Performance
- 5) References
- 6) Familiarity with and proximity to the CAW service area

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

Successful Respondents shall be determined by evaluating 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.

***At the Review Committee's discretion, top candidates may be selected for an in-person interview / presentation.***

## **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 **not** 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 Experience with Audit Services	15
4.3 Service Offering and Approach	25
4.4 Meet CAW's Audit Needs, Past Performance	25
4.5 References	10
4.6 Familiarity with and proximity to the CAW service area	5
<b>Maximum Total Points Possible for Written Response</b>	<b>100</b>

- 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.) (Interview/Presentation)

**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](mailto: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 before delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor successfully satisfies 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 policies and regulations existing at the time of or enacted subsequent to the execution of a resulting contract that 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**

- A. Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on



or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. Contractor and all subcontractors shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation and Employer's Liability to protect Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Arkansas.
2. Comprehensive General Liability insurance to protect Contractor, and the interest of CAW, its officers, commissioners, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, borrowed, leased, or rented vehicles operated by Contractor.

C. Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:
 

Coverage A:	Statutory
Coverage B:	\$500,000/\$500,000/\$500,000
2. General Liability:
 

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Aggregate	
Fire Damage Legal Liability	\$100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3. Automobile Liability:
 

Combined Single Limit:	\$1,000,000
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D. 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.
- E. Precautions shall be exercised at all times for the protection of persons (including employees) and property.
- F. Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. 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.
- H. 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.