



# REQUEST FOR QUALIFICATIONS

## General Information

	RFQ Number:	CAW # 26-02
	Description:	Bond Counsel and/or Disclosure Services
	Solicitation Issued:	January 8, 2026

## Submission Deadline for Response

	Opening Date:	Thursday, January 29, 2026	Opening Time:	4:00 p.m., Central Time
	Responses will not be accepted after the designated opening date and time. Responders 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 responder without further review.			

## Delivery Information for Response

	Delivery Address:	<p>Central Arkansas Water  ATTN: Purchasing Section  425 W. East Capitol Avenue, 8<sup>th</sup> Floor  Little Rock, AR 72201</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: Responder(s) who choose to hand deliver a response should take it to the 8<sup>th</sup> Floor at Central Arkansas Water (Simmons Bldg.), which is located at 425 West Capitol Avenue, 8<sup>th</sup> Floor, Little Rock, AR 72201. If you park in the Simmons Tower Parking Garage, please park on the 2<sup>nd</sup> – 8<sup>th</sup> floors in non-reserved (interior) parking spaces only.</p>
	Response's Outer Packaging:	<p>The responder's response must be delivered to CAW in a sealed package. The outer packaging should be properly marked with the information listed below. (Traditional Method) The packaging may be opened for identification purposes if it is not properly marked.</p> <ul style="list-style-type: none"> <li>• RFQ/ASQ Number</li> <li>• Date and time of the opening</li> <li>• Responder'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

### Responder's Information

Type or Print the following information.

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

### Responder's Contact Information

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

### Conflict of Interest Disclosure

	<p>Responder 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, (responder should select one of the following choices.)</p> <p><input type="checkbox"/> No known possible conflicts of interest exist.</p> <p><input type="checkbox"/> Yes, a possible conflict of interest exists.</p> <p>If yes, responder <b>must</b> provide an explanation. _____</p> <p>_____</p>
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### Confirmation of Redacted Copy

	<p><input type="checkbox"/> YES, a redacted copy of submission documents is enclosed.</p> <p><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 responder'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 Response

Responder's signature below **shall** represent and warrant responder'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 responder 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 provide responses to items in this section unless specifically and expressly required.**

### **1.1 PURPOSE**

Central Arkansas Water (“CAW”) is seeking Statements of Qualifications from qualified law firms interested in providing CAW Bond Counsel and/or Disclosure Counsel Services.

CAW is planning to issue one or more series of Revenue Bonds, Series 2026, (collectively, the “Series 2026 bonds”), as part of CAW’s Capital Improvement Plan.

Bond Counsel and/or Disclosure Counsel will provide services to CAW in support of the Series 2026 Bonds planned to be issued by CAW in 2026. The gross issuance amount of the Series 2026 Bonds is planned to be less than \$ 30 million.

CAW will enter into a contract for Bond Counsel and/or Disclosure Counsel Services for bond issues for a period up to five (5) years.

### **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 TERMS OF AWARD**

- A. The contract term will be for an initial one (1) year.
- B. Upon mutual agreement in writing signed by both parties, the contract may be extended for four (4) additional one-year extensions, or a portion thereof. The program may be re-solicited at any time should the services or costs become unacceptable or unwarranted.
- C. This contract will be awarded, on an all-or-none basis, to the most responsive and responsible company.

### **1.4 ISSUING OFFICE**

The issuing officer is the sole point of contact in the selection process. Responder 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](mailto:liz.tuck-rowan@carkw.com). Verbal questions will be answered as a courtesy and at the responder’s own risk.

### **1.5 OPENING LOCATION**

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

Central Arkansas Water  
425 W. Capitol Avenue, 8<sup>th</sup> Floor  
Little Rock, AR 72201

### **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 responder. 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 responder’s response.

## 1.7 **CLARIFICATION OF ASQ AND QUESTIONS**

- A. Responders 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, January 14th. Submit written questions by email to the CAW buyer as shown on page one (1) of this solicitation.
1. For each question submitted, responder should reference the specific solicitation item number to which the question refers.
  2. Responders' 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, January 16th.
- B. Responder may contact the CAW Purchasing Section with procurement-related questions at any time prior to the bid opening date and time. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at responder's risk.

## 1.8 **DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a requirement of this solicitation and that responder's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any requirement in this solicitation, whether submitted in the responder's response or in subsequent correspondence, may cause the responder's response to be disqualified.
- C. Responder may request exceptions to non-mandatory items. Responder **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 to further clarify any point of an item in question as indicated in *Clarification of ASQ and Questions*.
- B. "Central Arkansas Water", "CAW", and the "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 "bidder", "vendor", "contractor" and "responder" are used synonymously in this document.
- E. The terms "Request for Qualifications", "RFQ", "ASQ" 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. Responder'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 signed document.** (See *Bid 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 any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. **Electronic Copy and Redacted Copy of the Bid Response** (Solicitation may be submitted electronically to the following email: [procurement@carkw.com](mailto:procurement@carkw.com)) Flash drive 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 BID INFORMATION:**

**AR Bid:** The official bid 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 responder's responsibility to properly register and utilize the AR Bid website.

#### 1.12 **ORGANIZATION OF RESPONSE DOCUMENTS**

It is strongly recommended that responders 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 responder(s) to a resultant contract **must** sign the *Response Signature Page* included in this solicitation.
- B. Responder's signature on *Response Signature Page* **shall** represent and warrant responder's agreement that either of the following may cause the responder'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. Responder's signature on the *Response Signature Page* **shall** represent and warrant the following:
  1. Responder has completely reviewed this solicitation and any addenda.
  2. Responder's agreement to and compliance with all requirements, specifications, and terms and conditions within this solicitation. (See *Definition of Requirement*.)
  3. Responder'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. Responder 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 responder(s) based on project(s)/scope of work. Responder **must not** include any pricing in their response. Should the hard copies or electronic copies of responder's response contain any pricing, the response **shall** be disqualified.

#### 1.15 **NONCOLLUSION**

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

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

#### 1.16 **CONFLICT OF INTEREST DISCLOSURE**

- A. Responder should complete the *Conflict-of-Interest Disclosure* section on the *Response Signature Page* of this solicitation.
- B. Responder **must** disclose all known possible conflicts of interest, which exist at the time of responder's response submission. Conflicts of interest include, but are not limited to the following:
1. Relationships between responder's employees, principals, officers, and agents and the employees of CAW.
  2. Relationships between responder's employees, principals, officers, and agents and the CAWC.
  3. Those resulting from material adverse matters, as distinguished from the conduct of business as usual.
- C. Responder's failure to disclose such a relationship may result in one of the following:
1. CAW's rejection of responder's response.
  2. CAW's cancellation of any resultant contract.

#### 1.17 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint response submitted by two or more responders is acceptable. However, a single responder **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be 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 opinion of the contractor, 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 responder'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 responder **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 responder.
- F. If a redacted copy of the submission documents is not provided with responder'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 responder 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. Responder'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 responder **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 bid opening date and time.

**1.21 QUALIFICATION AND AWARD PROCESS****A. Successful Responder Selection**

The ranking of responders **shall** be determined by the total score each response receives in evaluation. The responder receiving the highest-ranking score for their response **shall** be selected as the apparent successful responder. **Important Notice:** Receipt of a successful responder 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 responder after completion of the evaluation process.
2. If CAW so chooses, it **shall** also have the right to enter discussions with the highest-ranking responder to further define contract details. All negotiations **shall** be conducted at the sole discretion of CAW. CAW **shall** solely determine the items to be negotiated.
3. If CAW and responder cannot reach an agreement regarding contractual matters, including pricing, CAW **shall** declare the responder as non-responsive and will begin the negotiation process with the next highest-ranking responder. The negotiation process will be repeated until an anticipated successful responder has been determined, or until such a time 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 award and administration of any resulting contract. A contract **shall not** be effective prior to the award being made by a CAW Purchasing Official.

**1.22 CAUTION TO RESPONDERS**

- A. Responder **must not** alter any language in any solicitation document provided by CAW.
- B. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- C. Responses **must** be submitted only in the English language.
- D. CAW **shall** have the right to award or not award a contract, if it is in the best interest of CAW to do so.
- E. CAW **shall** have the right to accept or reject all or any part of a response, if it is in the best interest of CAW to do so.
- F. Responder **must** provide clarification of any information in their response documents as requested by CAW.
- G. Responder's qualifications **must** meet or exceed those set forth in this solicitation.
- H. Services provided by the successful responder **must** meet or exceed those as set forth in this solicitation and/or as negotiated between the responder and CAW.

- I. Responder may withdraw their response. In order to withdraw a response, responder **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 responder **must** identify the specific page and paragraph being referenced.

**1.23 PAST PERFORMANCE**

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

**1.24 PUBLICITY**

Responder **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. Responder's failure to comply with this requirement may be cause for CAW's rejection of Responder'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 BOYCOTT OF THE ENERGY, FOSSIL FUEL, FIREARMS, AND AMO INDUSTRIES**

Pursuant to Arkansas Code Annotated § 25-1-1002, a public entity **shall not** enter into a contract valued at \$75,000 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 the energy, fossil fuel, firearms, and ammunition industries.

## **SECTION 2 – MINIMUM REQUIREMENTS**

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

### **2.1 SCOPE OF SERVICES BOND COUNSEL**

The Bond Counsel shall provide all usual and necessary legal services in connection with the authorization, issuance, sale, and delivery of bonds, notes, and other debt instruments for Central Arkansas Water (“CAW”). The scope of services includes, but is not limited to, the following:

#### **1. Legal Review and Advice**

- Examine applicable federal and state law and legal issues relating to the structure and issuance of CAW's debt obligations.
- Advise CAW on all legal and tax issues affecting the financing, including compliance with federal tax and securities laws.
- Advise CAW on the application of Federal and State securities laws to bond issuance, portfolio management, and secondary market disclosure, including opinions on exemption from registration with the SEC and state regulators.

#### **2. Document Preparation and Review**

- Prepare and/or review all necessary documentation for the authorization, issuance, sale, and delivery of the bonds or other debt instruments.
- Draft and review resolutions, ordinances, notices, certificates, and other authorizing documents as required.

#### **3. Opinions**

- Render an objective legal opinion that the bonds or other debt obligations are valid and binding obligations of CAW, and that the interest is exempt from federal and state income tax, if applicable.
- Provide any other opinions necessary to complete the transaction.

#### **4. Coordination and Consultation**

- Consult with CAW staff, financial advisors, underwriters, and other parties to the transaction prior to the issuance of the bonds.
- Participate in meetings with CAW as requested.

#### **5. Disclosure and Compliance**

- Assist in the preparation and review of sections of the Preliminary Official Statement and Final Official Statement relating to legal matters, tax status, and disclosure.
- Advise CAW on continuing compliance with federal and state tax, securities, and other applicable laws, including arbitrage and continuing disclosure requirements.
- Advise on CAW's disclosure practices and provide ongoing advice concerning timing and adequacy of disclosure.

#### **6. Closing and Post-Issuance**

- Prepare and file all applicable filings as required by federal and state law.
- Prepare closing documents and certificates and assist with the closing and delivery of the bonds.
- Provide ongoing legal support and advice for existing bonds or notes as requested by CAW.

#### **7. Other Related Services**

- Undertake such additional duties as deemed necessary to render the required legal opinions and to ensure the successful completion of each bond issue.

### **2.2 SCOPE OF SERVICES DISCLOSURE COUNSEL**

The Disclosure Counsel shall provide all usual and necessary legal services in connection with the preparation and review of disclosure documents and compliance with federal and state securities laws for Central Arkansas Water (“CAW”). The scope of services includes, but is not limited to, the following:

#### **1. Disclosure Document Preparation and Review**

- Assist in the preparation and review of specified sections of the Preliminary Official Statement and the Final Official Statement for CAW's bond offerings.
- Ensure that all disclosure documents accurately reflect legal matters, tax status, and other required information.
- Understand that Disclosure Counsel will not be expected to independently verify other data contained in the Official Statement, and the Official Statement may so state.

#### **2. Legal Advice on Securities Law Compliance**

- Advise CAW on the application of federal and state securities laws to bond issuance, portfolio management, and secondary market disclosure.
  - Issue opinions concerning exemption of CAW's securities from registration with the United States Securities and Exchange Commission and with state securities regulators, as applicable.
  - Provide ongoing advice concerning the timing and adequacy of disclosure, including compliance with continuing disclosure requirements.
  - Advise with respect to exemption from registration of trust indentures.
  - Advise on CAW's disclosure practices and provide ongoing guidance to ensure compliance with all applicable laws and regulations.
3. **Coordination and Consultation**
- Consult with CAW staff, bond counsel, financial advisors, underwriters, and other parties to the transaction as necessary.
  - Participate in meetings with CAW as requested.
4. **Other Related Services**
- Undertake such additional duties as deemed necessary to ensure compliance with all applicable disclosure requirements and to support the successful completion of each bond issue.
5. **CAW-Specific Requirements**
- Demonstrate substantial experience in Water Revenue Bond Disclosure Counsel Services, particularly for municipal utilities in Arkansas.
  - Be familiar with CAW's service area, operations, and regulatory environment, including Arkansas Freedom of Information Act (FOIA) requirements.
  - Comply with all CAW procurement, non-discrimination, and conflict of interest policies.
  - Coordinate with CAW's Finance Department and Purchasing Section for all required documentation and communications.
  - Ensure all work products and communications are delivered in accordance with CAW's confidentiality, record retention, and public information policies.
  - Respond promptly to CAW's requests for clarification, additional information, or participation in meetings, as outlined in the RFQ.

## **SECTION 3 – INFORMATION FOR EVALUATION**

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

### **3.1 EVALUATION COMPONENTS**

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 response to be expensive or extravagant; however, the response should be well-considered for simplicity and ease of understanding.

### **3.2 GENERAL AND PROFESSIONAL REPUTATION**

Indicate number of years in business, office location(s), current limits of professional liability insurance, and resources of the firm(s) to perform the work.

### **3.3 PROJECT TEAM AND QUALIFICATIONS**

Identify team structure (including other consultants) and responsibilities. Provide qualifications of key personnel.

### **3.4 EXPERIENCE IN THE AREAS OF LAW**

Respondent shall submit a description of its overall experience in providing Water Revenue Bond Counsel and/or Disclosure Counsel Services and include a listing of all Water Revenue Bond clients during the last three (3) years. At a minimum, the following information should be included:

- A. Description and scope of work by Respondent
- B. Name, address and contact information of reference to the RFQ

### **3.5 WORK PLAN FOR THIS PROJECT**

Describe the overall approach to this project. Indicate unique qualifications of your firm(s) and how the unique qualifications pertain to this project.

### **3.6 PROXIMITY AND FAMILIARITY WITH GEOGRAPHICAL AREA**

Indicate experience in working with city agencies and municipal utilities within the State of Arkansas.

## **SECTION 4 – CRITERIA FOR SELECTION**

- **Do not provide responses 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 responder'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 General & Professional Reputation	20
4.2 Project Team and Qualifications	20
4.3 Experience in the areas of law described in this RFQ, Pertinent municipal Revenue Bond experience, Availability to accommodate the required meetings of CAW	30
4.4 Work Plan for Project	20
4.5 Familiarity with and proximity to the CAW service area	10
<b>Maximum Total Points Possible for Written Response</b>	<b>100</b>

No assurances are given or intended to imply that CAW and their respective committee will award a contract, as a result of this request or submittal of qualifications. CAW will not be liable for any costs associated with responding to this request or negotiating a contract.

### **4.2 RESPONDER ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Responder **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a response **shall** signify the responder'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.

### **4.3 Pricing**

***Pricing information is prohibited from being included in your response.***

Pricing information is defined as statements including, but not limited to the following:

- "At no additional cost"
- "Free of charge"
- "For an additional fee"

Pricing information includes any information by which the cost of the equipment or service is set out, may be computed, or may be compared to another company.

## **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 in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied CAW as to the reliability and effectiveness of the goods and/or services purchased as a whole.
- E. The vendor should invoice CAW by an itemized list of charges. CAW's bid number should be referenced on each invoice.
- F. Other sections of this solicitation may contain additional requirements for invoicing.

### **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 which 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 affects 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**

Central Arkansas Water shall not discriminate against or in the selection of vendors on grounds prohibited by law.

By submission of a response, you agree that you shall not discriminate in your employment practices or in providing goods or services to others on grounds prohibited by law.

**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 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 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 vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of CAW **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 of 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" includes 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 Contractor with the foregoing requirements as to carry insurance shall not relieve Contractor of their liabilities provisions of the Contract.
- E. Precaution 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 award.

2. **ACCEPTANCE AND REJECTION:** The CAWC and/or their designees reserves 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. **ASQ SUBMISSION:** Responses must be submitted to CAW on this form, with all other information required within the ASQ, on or before the date and time specified for ASQ 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 ASQ number should be stated on the face of the Sealed ASQ Response Envelope. If it is not, the envelope will have to be opened to identify.

4. **AMENDMENTS:** THIS ASQ 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 ASQ 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:** 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, 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 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 on grounds prohibited by law. The Firm must include a provision similar to the above in any and all subcontracts.
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. **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.
16. **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.
17. **SEVERABILITY:** If any provision of this Contract shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.
18. **ALTERATION OF ORIGINAL RFQ DOCUMENTS:** The original written or electronic language of the RFQ documents shall not be changed or altered except by 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 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 are required to 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  
425 W. Capitol Avenue, 8<sup>th</sup> Floor  
Little Rock, Arkansas 72201

Notices shall be effective when received at the address as 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 of items which are transmitted by facsimile equipment must also be mailed as required herein.