

Saline Regional Public Water Authority

302 Smith Haskell Rd

Benton, AR 72015

Bwestbrook48@gmail.com

Request for Proposals

Commodity: Legal Services	Contact: Bobby Westbrook, Secretary/ Treasurer
Date Issued: February 24, 2020	Bid Opening Date: March 26, 2020 11:00 am

All proposals will be accepted until the time and date specified above. All proposals must be placed in a sealed package clearly marked on the outside "Engineering Services". The envelope should be properly addressed to Saline Regional Public Water Authority with the Proposer's name and address indicated outside on the sealed package. An unsigned proposal will be considered non-responsive.

Mailing Address:	Bid Opening Location:
302 Smith Haskell Rd	620 Airline Dr.
Benton, AR 72015	Benton, AR 72015

SALINE REGIONAL PUBLIC WATER AUTHORITY

Printed Name of Company

302 SMITH HASKELL RD

Company Address

501-840-2200

Telephone Number

501-315-2323

Fax Number

Bwestbrook48@gmail.com

E-Mail Address

Dickie Kentner

Authorized Signature

2-24-20

Date

Print Name, Title of Authorized Signature: Dickie Kentner, Chairman

Section 1 – General Information

Background: Saline Regional Water PWA (“the PWA”) is a quasi-governmental Public Water Authority. The PWA has as its constituents various retail water suppliers in and around Saline County, Arkansas.

Caution to Bidders:

1. Vendors **must** submit two (2) signed, original RFP responses on or before the date specified on page one.
2. The PWA has the right to award this proposal to any Proposer regardless of proposal price. Proposals may not be withdrawn within 60 days after the proposals are opened. Proposal processes shall be in accordance with state law.
3. The PWA reserves the right to award a contract or reject any or all proposals and to waive any and all informalities associated with the proposal, if it is in the best interest of the City to do so. Bids may be rejected for one or more reasons not limited to the following:
 - a. Failure of the Applicant to submit bid on or before the deadline established by this RFP.
 - b. Failure to sign the Official RFP Document.
 - c. Failure to include in that bid submitted specific hourly rate(s) for each party whose time may be billed on the projects contemplated by the PWA.
 - d. Any wording by the Applicant in their response to this RFP which conflicts with or takes exception to a requirement in the RFP.
 - e. Failure of any proposed services to meet or exceed the PWA’s specifications.

Equal Employment Opportunity Policy: The PWA does not discriminate because of race, sex (including pregnancy), religion, color, handicap, national origin, age, genetic information or political affiliation and complies with the requirements of the Americans with Disability Act.

Delivery of Response Documents: It is the responsibility of applicants to submit bids at the place, and on or before the date and time, set in the RFP solicitation documents. RFP documents received after the date and time designated for bid opening are considered late bids and shall not be considered.

Evaluation and Award: After complete evaluation of the proposals, the anticipated award will be posted to the PWA website.

General Terms and Conditions for Proposals

1. **Restrictive or Ambiguous Specifications:** It is the responsibility of the applicant to review the entire RFP packet and to notify the PWA if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of proposal procedures must be received in the PWA not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.
2. **Taxes:** **Make sure to include all sales, use, and all other applicable taxes in your proposal.**
3. **Liabilities:** The applicant shall hold the PWA, its officers, elected officials, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret, process, patented or unpatented invention, articles or appliances furnished or used under this proposal, and agrees to defend, at his own expense, any and all actions brought against the PWA because of the unauthorized use of such articles.
4. **Terms and Conditions:** In the event of a conflict between the proposal specifications and these terms and conditions the specifications will govern.
5. **Warranties:** All warranty information must be furnished.
6. **Alternate Proposals:** Alternate proposals are not acceptable and will be rejected unless authorized by the invitation to proposal. Alternate proposals are defined as proposals that do not comply with the proposal terms, conditions, and specifications. Proposers may submit more than one proposal providing that all such proposals comply with proposal terms, conditions, and specifications.
7. **Public Access to Procurement Information:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be public only after evaluation of that proposal or proposal has been completed.

Definitions:

"Applicant" - Proposer

"PWA" - Saline Regional Public Water Authority of the State of Arkansas

"Respondent" - the individual, firm, partnership, joint venture or corporation which submits a proposal to the City of Benton in response to this RFP

"RFP" - Request for Proposals

Section 2 – Specific Requirements

Respondents must provide the following information:

1. Names of three (3) references to which the applicant is either currently providing similar services or services that have been performed in the last five (5) years; reference information must contain business name, a contact name and phone number.
2. A summary of your business/organization/firm to include resources available to meet the PWA's needs.
3. Statement regarding the availability and response time the PWA may expect from both the primary representative and other staff.
4. Statement regarding experience primary representative has in the areas listed in the Scope of Services section.
5. Juris Doctorate from an accredited university and be licensed to practice law in the State of Arkansas.

Term of Agreement

The initial term of this Agreement will be for twelve (12) months beginning on or as soon as possible after April 1, 2020. If both parties agree to extend the provisions of this Agreement it will be done without the necessity of rebidding. Under no circumstances shall this Agreement be extended through mutual consent for more than five (5) years without going through another competitive bidding process.

Section 3 – Scope of Services

The PWA is seeking people to apply for a contract position on an hourly basis (a) assisting with the acquisition of easements, including drafting such easements and documents ancillary to such acquisition; (b) interacting with governmental agencies in the permitting process; (c) advising client on infrastructure financing and acting as counsel in entry into bond issuance and other financing arrangements; (d) advising client on utility installation and contracting, including drafting agreements and ancillary documents concerning construction; (e) involuntary acquisition of easements where necessary; (f) advising the PWA on bidding, expansion and construction; and (g) representing it in any hearing relating to such easement acquisition, regulation navigation; and expansion and construction.

This is not a full-time position. The work load will fluctuate.

Compensation will be paid monthly based upon an hourly rate for all work performed under the contract.

Knowledge of operations of local water systems, representation of Public Water Authorities, and experience in utility expansion and financing thereof are each criteria by which bids will be judged, but are not required.

Questions and requested for clarification regarding this RFP may be submitted no later than 11:00 AM, March 23, 2020 to:

Saline Regional Public Water Authority
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