



REQUEST FOR PROPOSALS

The City of Bryant, Arkansas invites qualified professional firms that are recognized on the Arkansas Natural Resources Commission Rate Study Provider approved list to submit proposals to conduct a comprehensive water, wastewater, and impact fee rate study on or before July 1st, 2024.

A. INTRODUCTION

Proposals may be submitted to the City of Bryant no later than **12 noon on May 24th, 2024**. All proposals should conform to the format described in this Request for Proposals and should be submitted to the attention of:

Tim Fournier
Director of Public Works
City of Bryant
210 SW Third Street
Bryant, Arkansas 72022

All submittals should include three (3) complete hard copies and one (1) electronic copy of the proposal in a sealed envelope marked "RFP FOR COMPREHENSIVE WATER, WASTEWATER, AND IMPACT FEE RATE STUDY."

Proposals will be opened and evaluated in private. From the proposals submitted, the City will select firms for further consideration. Additional information may be requested from these firms, and the City may schedule interviews prior to making a final selection. The City reserves the right to reject any or all responses and waive any irregularities or formalities in responses received. The City reserves the right to negotiate with the apparent acceptable firm(s).

B. PRESENTATION OF QUALIFICATIONS AND AWARD CONTRACT

The City reserves the right to select a short list of consultants at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

Based on submissions, the City's executive staff will select three (3) consultants to present their proposals to the City of Bryant Water and Wastewater Committee during the June 2024 meeting. Each proposal should adhere to the submitted proposal and should not exceed 15 minutes. The WSAC will make a recommendation to the City Council on a consultant to award the contract. The City of Bryant City Council will review the proposals during the June 2024 meeting and take into consideration WSAC's recommendations.

The contract will be awarded to that consultant or consultants whose proposal(s) conforms most closely to the Request for Proposals and which will be most advantageous to the City, taking relative experience working on

similar projects and other factors into consideration. The City reserves the right to select more than one consultant if our needs are best met in that manner.

C. ADDENDA AND EXPLANATIONS

Any consultant in doubt as to the meaning of any part of this Request for Proposals may request an interpretation from the City. All such requests, or other inquiries regarding this RFP, should be made to Tim Fournier, Public Works Director at 501-366-7614 or tfournier@cityofbryant.com.

At the request of the consultant or in the event that the City deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the City. In the event a written addendum is issued, either as a result of a request for interpretation or the result of a change in the requested proposal specification initiated by the City, a copy of such addendum will be mailed to all prospective consultants. In all cases, it will be the consultants' responsibility to obtain all addenda issued.

D. USE OF SUBCONTRACTORS AND/OR SUBCONSULTANTS

In order that the City may be assured that only qualified and competent subcontractors and/or sub consultants will be employed on the proposed project, each consultant shall submit with their qualifications a list of subcontractors and/or sub consultants who would be called upon to perform the work. The consultant must determine to their own satisfaction that a listed subcontractor and/or sub consultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

No contract awarded by the City of Bryant may be assigned or any part subcontracted without written consent. In no case shall such consent relieve the consultant from his/her obligations or change the terms of the contract.

E. COMPETENCY OF CONSULTANT

No proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The consultant, if requested, must present evidence of ability and possession of necessary facilities, and financial resources to comply with the terms of the Scope of Services.

F. CITY ORDINANCES

The consultant will strictly comply with all applicable ordinances of the City of Bryant, laws of the State of Arkansas, and laws of the federal government.

G. HOLD HARMLESS

The consultant is responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of his/her work. Further, the consultant will indemnify and save harmless the City, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting there from. These indemnities are not limited by the listing of any insurance coverage.

H. TERMINATION OF CONTRACT

The City reserves the right to terminate the whole or any part of this contract, upon written notice to the consultant, in the event that sufficient funds to complete the contract are not appropriated by the City of Bryant.

The City further reserves the right to terminate the whole or any part of this contract, upon written notice to the consultant, in the event of default by the consultant. Default is defined as failure of the consultant to perform any of the contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the

City will procure upon such terms and in such manner as maybe deemed appropriate services similar to those so terminated. The consultant shall be liable for excess costs for such similar services unless acceptable evidence is submitted that failure to perform the contract was due to causes beyond the control and without the fault of negligence of the consultant.

I. HEALTH AND SAFETY ACT

All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975 and revisions thereof, and all other applicable Federal, State, or local statutes, rules, or regulations affecting the work done under the contract.

J. SURVIVAL

The provisions of this Request for Proposals shall survive and shall not merge with the contract awarded to the consultant selected, but shall be additional terms thereof and the submission of a proposal shall be deemed as acceptance of these terms.

K. MINORITY BUSINESS AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS

The City of Bryant in an effort to reaffirm its policy of nondiscrimination, encourages the efforts of consultants and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job, or protected veterans' status.

L. SCOPE OF SERVICES

The successful consultant(s) will be responsible for all or part of the tasks listed below. The City reserves the right to modify this Scope of Services and to request proposal modifications any time during the consultant evaluation process.

1. Background and Objectives:

- Provide an overview of the water and wastewater systems, including current rate structures, revenue sources, and future capital needs based on the system's master plans.
- Define the objectives of the study, including assessing the adequacy of current rates, analyzing the impact of future growth on infrastructure, and recommending adjustments to rates and impact fees to ensure financial sustainability.
- Provide multiple options regarding rate structures showing comparisons between rate increases with no adjustment to impact fees, adjustment to rate structures with impact fee adjustment, and adjustment to both impact fees and rate structures.

2. Data Collection and Analysis:

- Gather and analyze data on water and wastewater usage, operating costs, capital improvement plans, population growth projections, and regulatory requirements.
- Review historical financial data and conduct benchmarking analysis with comparable utilities.

3. Financial and Rate Analysis:

- Conduct a comprehensive financial analysis to evaluate the financial health of the utility systems.
- Develop financial models to forecast revenue requirements and assess the sufficiency of current rates to meet operational and capital needs.
- Evaluate various rate structures, including senior citizen discounts, and recommend adjustments to achieve cost recovery objectives.

4. Impact Fee Assessment:

- Assess the impact of future growth on water and wastewater infrastructure needs.

- Develop impact fee methodologies based on the principle of proportionate share and assess the adequacy of existing impact fees.
- Recommend adjustments to impact fees to mitigate the impact of new development on infrastructure costs.

5. Stakeholder Engagement:

- Engage stakeholders, including utility staff, elected officials, community members, and developers, throughout the study process.
- Present findings to City Council and Water and Wastewater Advisory Committee

6. Regulatory Compliance:

- Ensure compliance with relevant state and federal regulations governing water and wastewater rates and impact fees, including requirements for Act 605, public notice, and approval processes.

7. Reporting and Documentation:

- Prepare a comprehensive final report documenting the findings, analysis, and recommendations of the study.
- Present the report to the governing body and provide support for the implementation of recommended rate and impact fee adjustments.

8. Ongoing Monitoring and Review:

- Provide 5-year recommendations for periodic rate and impact fee updates based on updated financial and demographic data.

9. Project Management:

- Provide project management services to ensure the timely and successful completion of the rate and impact fee study. This includes coordinating with staff, managing project timelines and budgets, and addressing any issues or challenges that arise during the study process.

This scope of services outlines the key components of a comprehensive water and wastewater rate and impact fee study, aimed at ensuring the financial sustainability and long-term viability of the utility systems while accommodating future growth and development.

Thank you for your interest in the City of Bryant. We will look forward to receiving and reviewing your qualifications for this contract.