

# REQUEST FOR PROPOSALS (RFP)

## TERMS AND CONDITIONS

### I. DEFINITIONS

Throughout this request for proposals, the following definitions shall apply:

1. "RFP" means Request for Proposals.
2. "City" means the City of Hot Springs, Arkansas, a municipal corporation and its authorized agents. The terms owner or buyer are synonymous with City.
3. "Respondent" and "Entity" means the individual, firm, partnership, joint venture, or corporation which submits a proposal to the City in response to this RFP.
4. "Contractor" means the Respondent chosen by the City to perform the services outlined in the RFP.
5. "Project" or "Plan" means providing a service or product in accordance with the scope of services and specifications.

### II. PROPOSAL SUBMISSION

1. Sealed proposals may be submitted electronically through the ARBID website found at <https://arkansas.ionwave.net/Login.aspx>, or as a paper proposal.

Paper proposals must be labeled with the proposal title and name of the company, placed in a sealed envelope or container, and addressed as follows:

**PURCHASING DIVISION**  
CITY OF HOT SPRINGS  
PO BOX 6300  
324 Malvern Avenue, 2<sup>nd</sup> Floor, Room 206  
Hot Springs, Arkansas 71902-6300

**ONE (1) original sealed** paper proposal must be submitted (for reproduction by the City Staff) and **ONE (1) PDF version (flash drive or CD)**. The City **will not** accept the PDF version by email. Any proposal not submitted in compliance with the instructions contained in this section and/or not containing the information requested by Section IV may be declared "non-responsive" and may not be considered.

### III. INTERPRETATION OF RFP

1. Any person, firm, or corporation able to meet the requirements of this RFP is invited to respond to this RFP. Proposals will be bound by the provisions contained in this RFP unless an amendment or deviation is formally approved and distributed by the City.
2. This RFP represents in writing to all Respondents the most comprehensive and definite statement that the City is able to make as to the requirements, terms, and conditions for this proposal process and performance of the project. Information and understandings, verbal or written, which are not contained either in this RFP or in subsequent written addenda to this RFP will not be considered in evaluating

proposals. Any conditions or expectations on the part of the Respondent for performance by the City must be set forth in the proposal. The City is not obligated to consider the Respondent's post-submittal terms and conditions.

3. The scope of work and services listed are to be interpreted as meaning the minimum acceptable by the City.
4. Proposals must include all federal, state, and local taxes, as applicable.
5. As part of the public negotiation process leading to the selection of a contractor, the City may request additions or modifications to any proposal. It is the present intent of the City not to negotiate substantive portions of an applicant's proposal and to rely on the information submitted in these proposals in awarding a contract.
6. The City reserves the right to award the contract without further discussion on the proposals submitted. The City and its designees also reserve the right to reject and/or accept any and all proposals received or parts thereof by item, groups of items, or in total. The City retains the right to waive any minor irregularities in any proposal submitted.

The City may make such investigations it deems necessary to determine the ability of the Respondent to provide/perform as sought by the City and the Respondent shall provide relevant information as requested.

7. All proposals will become part of the official file on this matter without obligation to the City. In addition, respondents are hereby advised that proposals, once the City has made its selection, are subject to the Arkansas Freedom of Information Act and, therefore, available for viewing or copying by anyone upon request.
8. This solicitation does not commit the City to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.
9. Acceptance by the successful Respondent of an award from this proposal indicates that the successful candidate is in no way currently indebted to the City, Garland County, or the State of Arkansas. Indebtedness to any of the above shall be the basis for non-award and/or cancellation of any award.
10. Any questions or requests for clarification concerning this RFP should be made on the AR Bids website, emailed to [purchasing@hotspringsar.gov](mailto:purchasing@hotspringsar.gov), or in writing to the City of Hot Springs, Purchasing Division, PO Box 6300, Hot Springs, AR 71902. The City shall formally respond electronically no later than three (3) business days after the questioned deadline. The City's responses shall be provided to all prospective respondents who have obtained copies of the RFP and have returned the Acknowledgment Form. The procedure outlined above shall be followed in order to ensure competitive fairness by providing all prospective respondents with the same information. Except when in the City's best interest, the names of prospective Respondents will not be divulged.
11. Proposals must be signed by a corporate officer authorized to commit the submitting firm and shall remain in full force and effect for ninety (90) calendar days following the date of opening. Proposals may be withdrawn prior to opening only. Negligence on the part of the Respondent shall not constitute a right to withdraw the proposal after it is opened.

12. Respondents should also be available for oral presentations if such presentations are deemed necessary to determine the most qualified firm. Any such oral presentation will be scheduled through the Purchasing Division at a mutually convenient time. All presentations will be scheduled after the RFP submittal.
13. Any contract resulting from this RFP may be terminated by either party to the contract upon thirty (30) days' written notice.
14. The contracting party shall not discriminate based on race, sex, color, national origin, gender, sexual orientation, gender identity, or disability.
15. The escalation clause shall only be applicable to contracts with an option for annual extensions, for such goods and services as the City shall, in writing, so designate as subject to escalation. Prices are to remain firm for an initial period of 120 days after the bid award. Thereafter, in the event of a price increase of material, equipment, or labor occurring during the performance of the contract, through no fault of the Contractor, the contract sum may be equitably adjusted by both written notice and justifiable proof of cause for adjustment. The City shall provide the Contractor, in writing, an acceptance of the escalation before any price adjustment may be implemented. In no case shall the Contractor's fixed profit margin, as established by the original contract amount, increase due to escalations during the term of the contract, nor shall the total value of the contract exceed budgetary constraints.

#### IV. PROTEST PROCEDURES

Protest of bidding procedures, specifications, or bid/contract awards shall be made in accordance with the following procedures. Such protests may only be initiated by an authorized representative of a person, firm, or corporation who has a direct economic interest in the particular procurement in question.

1. **Protest Filing.** Any protest must be filed with the purchasing agent at the address specified in the bid specifications or quotation request for the receipt of bids or quotes. The protest must be in writing and describe in full detail the basis for the protest and the particular bid or quote in controversy. In order to meet the time frames enumerated hereinafter, a protest may be received in person, by U.S. mail, facsimile, or electronic means; provided, however, that facsimile or electronic filing shall be followed with documents bearing original signatures as soon as practical thereafter.
2. **Bid Specifications (Pre-Award).** Protest of bid specifications or bidding procedures must be received by the Purchasing Division no later than five (5) business days prior to the scheduled bid opening or quotation closure period. Protests received on the day of bid opening or quotation closure will not be considered.
3. **Award.** Protests of procurement decisions shall be filed by the protestant within five (5) business days of the award decision. Upon a determination of vendor selection from the bid process, a "Notice of Intent to Award" will be posted on the ARBID and/or the City's bid website. The purchasing agent, in consultation with the City Attorney and City Manager, shall have the authority to settle and resolve the protest. If the protest is not resolved by mutual agreement, the City Manager or his designee shall issue a decision in writing to the protestant within ten (10) business days after receipt of the protest stating the reasons for the action taken.

4. **Post-award protests and protest timelines.** All post-award protests shall be referred to the City Manager for action. Furthermore, the City Manager, at his discretion, may extend the protest timelines.
5. **Stay of procurement award.** In the event of a timely protest pursuant to this section, the city shall not proceed with the solicitation or procurement until the protest is resolved by mutual agreement, the City Manager or his designee issues a final decision, the board of directors approves the procurement in controversy or a court decision is rendered if the controversy is filed in court. Provided, however, that the city may proceed with procurement in controversy if a written determination is made by the purchasing agent, in consultation with the city attorney, that the items to be purchased are urgently required, the delivery or performance will be unduly delayed by failure to make the award promptly, or failure to make award will otherwise cause undue harm to the city.
6. **Award notification.** Notification of procurement decisions shall be available as soon as such decisions are final. Bid or contract award recommendations to be considered by the Board of Directors shall whenever possible, also be available in the office of the city clerk seven (7) calendar days prior to the Board of Directors meeting at which the bid or contract award is scheduled for consideration. It is the responsibility of all Respondents to make inquiries of the Purchasing Division regarding procurement decisions for rendering protests.
7. **Federal grants.** Protest of any procurement funded in whole or in part with federal grant funds may also be filed subsequently with the funding agency. The Department with primary oversight responsibility for a particular federal grant shall ensure that federal agency bid protest procedures, if any, are made available and shall provide assistance in the administration of such agency protest procedures.

## **V. AWARD OF CONTRACT**

The City Manager or his designee will review the selection committee's recommendation and make the final decision regarding recommending the bid award to the Board of Directors. The City will be contacting the successful Respondent to negotiate a contract/service agreement. The detailed provision of the contract will be reviewed by the City Attorney. Any significant work alterations or additions during the term of the contract shall be renegotiated by the City and the selected respondent. The selected respondent may be required to obtain a City business license. The City reserves the right to request the modification of any and all proposals and/or to reject all proposals.