

# **Craighead County, AR**

## **REQUEST FOR PROPOSALS (RFP)**

RFP for Services in Connection with Federal Funding from or Directly Originating with the Federal Government

### **CLOSING DAY AND TIME**

**Sealed response must be received no later than:**

**2:00 PM Central Time, April 26, 2022**

**MARK ENVELOPE:** RFP – 2022 – 12

### **RETURN RESPONSE TO:**

Hon. Marvin Day, Craighead County Judge  
511 Union, Room 119  
Jonesboro, AR 72401

### **All Responding Firms Will Be Notified of the Award**

Craighead County, Arkansas, is seeking proposals from competent service provider(s) to assist the County in the overall management of its activities drawing on federal funding, including but not limited to funding and grants under the American Rescue Plan (ARP). Awarded Respondent(s) will work with County staff and the Attorney for the County (if applicable) to provide non-exclusive guidance, general administration, record keeping, and management of the federal funding for the County (and Additional Counties and Cities, if applicable). Awarded Respondent(s) will also provide non-exclusive performance of the necessary work to the County (and any Additional Counties and Cities, if applicable). This may include a wide range of services including those mentioned in the scope of work.

This project (Check one) \_\_\_\_\_ Does   X   Does Not include Additional Counties and Cities joining with Craighead County, Arkansas.

This proposal could possibly include (check one):

  X   Does        Does Not include proposals for eligible public works construction projects for water and/or sewer, acquisition of rights of way easements, industrial parts, construction management, conducting the close out of projects, and ensuring compliance with federal law and authorities which may include: SHPO Section 106 historic preservation, the Davis-Bacon Act, Corp of Engineers Permits, labor standards, construction management, environmental review, flood plain management, farmlands protection, wetlands protection, endangered species, air quality, environmental justice, and EPA environmental standards.

This project (Check one)   X   Does        Does Not include proposals for broadband construction.

This project (Check one)   X   Does        Does Not include facilitating small purchase agreements, competitive negotiations, bidding, contract award processes, and public participation.

This project (Check one)   X   Does        Does Not include conducting public hearings or organizing community participation plans.

This project (Check one)   X   Does        Does Not include financial management and accounting systems for projects, categorizing eligible costs, the administration and management of federal funds, and reporting and auditing related activities including: maintaining physical records at offices, conducting necessary reports, and providing necessary documentation for audits.

This project (Check one)   X   Does        Does Not include a solicitation conference to be held before the opening of bids to provide information to the prospective bidders.

  X   Does        Does Not include programmatic and financial management of any sub-recipients (bid preparation and scoring, risk assessment, contracting, monitoring, project management, subaward reporting, audit review, and close-out processes).

The submission in response to the RFP must include demonstratable experience of at least five (5) years, expertise, qualifications, and financial and technical capacity in all of those matters as well as regarding: administration, recordkeeping, reporting, consultation, and performance in connection to federal contracts, funds, programs, grants, or disaster relief. As per 2 CFR § 200.318, the submittal must include the proposed costs for performing the work sought by Craighead County, Arkansas (and any Additional Counties or Cities, if applicable). The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

## **RFP INSTRUCTIONS AND PROCESSES**

### **Proposal Requirements**

Respondents shall send two (2) sets of **SEALED** proposals: one with original signatures and one copy. **The envelopes shall be marked “RFP—2022-12”** and mailed or hand delivered to the address under “Return Response To” on page 1 by the closing date and time specified. **A facsimile or email transmission is not an acceptable response to this RFP Process and shall not be considered.** All proposals must be **received by** Craighead County by the time and date set forth on page 1 and **at the location set forth above.**

### **Late Proposals**

The County will **not** accept late proposals. Each Respondent is responsible for ensuring that responses to this RFP have been delivered by the date, time, and to the location as specified in this RFP. The receipt of the responses submitted will be acknowledged as received only, and that does not constitute any acceptance on behalf of the County. Any responses received after the date and time set for in this RFP document will not be accepted and will be returned to the late Respondent unopened.

### **Mail and Other Delivery Service Providers**

Regardless of the date of postmark, the Respondent shall be responsible for actual delivery of the RFP to the specific designated location in the County before the advertised due date and time. If mail or other delivery service is delayed for any reason or the internal mail system of the County is delayed beyond the date and time set for the RFP opening, a bid will not be considered and will be returned to Respondent unopened.

### **Public Bid Opening**

Responses will be received and publicly acknowledged at the bid opening. Respondents, their representatives and interested persons may be present. Only the names of the vendors who submitted a response will be read aloud – all other information will remain confidential until a contract, if any, is awarded.

### **Questions-Contact Information**

Respondents are encouraged to review this entire RFP document. All questions regarding the RFP must be in writing and sent to the County via email to Marvin Day at [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org). Questions must be received at least 48 hours prior to bid opening. All questions received and their answers shall be posted online and emailed to participating Respondents so that all potential Respondents may see them.

### **Evaluation Process and Award of Contract**

After public opening of bid submissions, the County will award the winning submission to the responsible offeror whose proposal is most advantageous to the County (and any Additional Counties and Cities, if applicable). This is required as per 2 CFR § 200.320.

As per 2 CFR § 200.320, the RFP must contain all evaluation factors and their relative importance to the contract award decision. In determining the responsible offeror whose proposal is most advantageous to the County (and any Additional Counties and Cities, if applicable), price is a factor in the consideration. Other factors are also to be considered. These additional factors are listed in 2 CFR § 200.318 and are follows: contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The following evaluation factors are ranked by percentage by the County according to their importance to the contracting decision:

10% Experience and Qualifications

25% Record of Past Performance

10% Financial and Technical Resources

10% Price of performance

10% Contractor Integrity

10% Compliance with Public Policy

25% Price

The County reserves the right, at its sole discretion, to determine if pursuing any contract negotiations or award is in the best interest of the County as a result of this RFP.

## **TERMS and CONDITIONS**

### **Contracting Authority**

Only the chief executive officer of the County, the County Judge, may legally enter into any type of agreement or contract on behalf of the County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of the County, or to agree to any type of supplemental agreements or contracts for goods or services.

### **Disadvantaged Business Enterprise (DBE)**

The County is committed to developing, establishing, maintaining, and enhancing Disadvantaged Business Enterprise (DBE) involvement in the procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition of work remains the ultimate standard in contractor, sub-contractor, vendor service, professional service, and supplier utilization. Small and minority businesses, and women's business enterprises are encouraged to participate in this RFP.

### **Cost of Preparation**

Costs of preparation of a response to this RFP are solely those of the Respondent. This includes, but is not limited to, any expenses incurred for interviews, presentations, or negotiations.

### **Confidentiality During Evaluation Process**

All documents submitted as part of the Respondent's submission will be deemed confidential during the evaluation process.

### **Rejection of Responses**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal from a responsible offeror which, in its sole judgment based on the listed evaluation factors, is the most advantageous to the County (and any Additional Counties and Cities, if applicable), or to award a contract to the next most qualified Respondent as deemed necessary for competition and allowable by law.

### **Estimated Value of Services**

An estimated value of the services sought from Respondent(s) is between one (1) 1% to five (5) 5% of the Counties' total federal funding allotment for the subject proposed projects, including funding from the American Rescue Plan, of \$21.4 million over the life of the specific allotment for the proposed projects.

### **Compliance with RFP Terms**

Respondents are cautioned that exceptions to these terms, conditions, and attachments may result in rejection. Failure to meet the requisite qualifications and experience may result in rejection. Any awarded Respondent will be expected to execute a contract separate from this document. This document will be included as part of the contract.

### **Confidentiality**

Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential, to the extent allowable, in the Arkansas Freedom of Information Act (FOIA). Pricing information is not considered to be confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." Please be advised that the County cannot and will not make any agreement to withhold information from the public that is contrary to the Counties responsibility under the FOIA.

### **Non-responsive / Proposal Rejections**

Proposals may be deemed non-responsive, among other reasons, for any of the following reasons:

1. Proposals containing inconsistencies
2. Unbalanced value of terms:
3. Reason for believing collusion exists among the Respondents.
4. Reasonable grounds for believing that any Respondent is interested in more than one submission for the work contemplated.
5. The Respondent being interested in any litigation against the County (or Additional Counties and Cities, if applicable)
6. The Respondent is in arrears on any existing contract or having defaulted on a previous contract.
7. The Respondent shall not owe delinquent property tax or occupation tax
8. Respondent's past performance record
9. Limited competition
10. Lack of competency (responsibility)
11. Respondent is listed on the Excluded Parties Listing maintained by the System of Award Management ([www.sam.gov](http://www.sam.gov)) or its successor.
12. Failure to meet requisite qualifications and experience.

## PROPOSED SCHEDULE

This is a proposed schedule. The County reserves the right to change or extend the dates listed below at any time:

- |   |                                   |
|---|-----------------------------------|
| a. RFP Issue Date   | March 26, 2022                    |
| b. Solicitation Conference  | April 5, 2022 at 2 PM, local time |
| c. RFP Submission Proposal Deadline   | April 26, by 2:00 PM, local time  |
| d. RFP Evaluation and Interviews if required                                  | April 27 – May 11, 2022           |
| e. Anticipated Start Date   | May 23, 2022                      |
| f. Contracts are subject to the appropriation of funds<br>by the Quorum Court |                                   |

## SCOPE OF SERVICE

Respondent shall **not** be responsible for physically handling the County's bank account or actual funds. The Respondent shall review and notify the County when it is proper to pay a bill/invoice.

### **Any awarded Respondent will be tasked with the following:**

1. Comprehensive guidance, administration, record keeping, and performance of the necessary work in the eligibility, expenditure, administration, and reporting of federal funding from or directly originating with the federal government, and anticipated contracts which may include the host of contracts and programs available under the ARP and other federal spending initiatives in compliance with the Treasury Federal Regulations, Guidance and FAQ's, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other applicable laws, regulations, guidance and FAQ's;
2. Research, develop and prepare grant applications and/or other public assistance documents as needed.
3. Collaborate with the County on project formulation; information gathering, and project development.
4. Develop program guidelines, policies, written procedures, implementation plans or other pertinent documents.
5. Serve as the Point of Contact with the County Treasurer and County Judge.
6. Ensure that proper financial management and internal controls are developed and implemented for prevention of fraud and abuse.
7. Review and assist with processing payment requests, determining allowable and eligible costs, compliance with federal regulations and guidance.
8. Assist with and/or present at public hearings or meetings in conjunction with the County.
9. Assist in responding to Requests for Information or documentations from U.S. Department of the Treasury or other federal or state agencies.
10. Provide, at a minimum, monthly project status reports and management reports.
11. Provide procurement documents and assistance, including but not limited to preparing and writing requests for qualifications, request for proposals, or other applicable procurement processes for identified projects that align with the specific federal funding in compliance with federal and state law **as per 2 CFR § 200.319, Respondents awarded and tasked with any of these specific responsibilities are excluded from competing for such procurements.**
12. Report management including entering information in the grant portal and final reporting, or

- any similar procedure required for the specific federal funding.
13. Review, advise and assist with the management of the closeout process.
  14. Handle subaward procurement, risk assessment, management, administration, monitoring and close-out.
  15. Coordinate with the County's financial staff on project-specific cost accounting and tracking.
  16. Assist with any and all audit services and resolve any requests for information, justification, audit findings, and eligibility appeals.
  17. Document labor compliance and Domestic Preference in Procurement when applicable.
  18. Maintain records that document that the costs of the management of federal funding is reasonable.
  19. Provide post-award federal funding administration and close-out.
  20. Providing services in water improvements, sewer improvements, broadband, industrial parts, and closing out projects.
  21. Facilitating small purchase agreements, competitive negotiations, and public participation.
  22. Conducting public hearings.
  23. Organizing community participation plans.
  24. Financial management and accounting systems for projects.
  25. Categorizing eligible costs.
  26. Providing services and conducting environmental review.
  27. Ensuring compliance with federal laws and authorities such as: historic preservation, flood plain management, wetlands protection, endangered species, air quality, farmlands protection, environmental justice, EPA environmental standards, the Davis-Bacon Act, labor standards, and Corps of Engineers Permits.
  28. Facilitating acquisitions of right of way and easements.
  29. Providing services related to construction management.
  30. Facilitating bidding and contract award processes.
  31. Providing services related to reporting and auditing related activities including - maintaining physical records at offices, conducting necessary reports, and providing necessary documentation for audits.
  32. Providing services related to the administration and management of federal funds.

## **SPECIAL CONDITIONS**

Federal funding and appropriations are subject to a variety of required statutes, regulations, and contract and procurement clauses. It is the responsibility of a Respondent to be aware of and comply with those requirements. The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount involved with the contract. The provisions below are common to federal funding and appropriations, including grants:

### **1. Publication and Advertisement**

**NOTE: It is recommended that the County (and any Additional Counties or Cities, if applicable) advertise and provide notice of the Request for Proposal at least one (1) time in at least one (1) legal newspaper having general circulation in the County and by posting on electronic media.**

As per 2 CFR § 200.320, whenever the value of a procurement for property or services under federal financial assistance is greater than the Simplified Acquisition Threshold (SAT) or greater than a lower threshold established by a "non-federal entity," **formal procurement methods must** be used. As per 48 CFR § 2.101, the SAT is set at \$250,000, with a few exceptions applicable to



mainly federal activities. As a general rule, the SAT will be \$250,000. State thresholds may vary for different types of services and activities, and this should be researched by the County.

While **formal procurement methods** must be used whenever the value of the procurement for property and services under federal assistance is greater than the SAT (typically \$250,000) or greater than a lower threshold established by a “non-federal entity,” federal regulations further suggest that if the value of the procurement for property and services under federal assistance is less than or equal to the SAT (typically \$250,000) or a lower threshold established by a non-federal entity, **formal procurement methods** are not required. **Informal procurement methods** may be used. A list of **informal procurement methods** and their requirements are summarized later in this document.

NOTE: A sample advertisement template, if applicable, has been provided later in this document for use by the County.

## 2. **Environmental Regulations**

Contracts over **\$150,000** require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R. Part 200, Appendix II.

## 3. **Remedy for Breach or Violation of Contract by Contractor**

A. The requirements of this paragraph shall only apply if the Contract exceeds \$250,000. Further, to the extent that a right or obligation in this paragraph “e” conflicts with a right or obligation in the Contract, the right or obligation in the Contract shall prevail.

B. The County shall provide written notice to Contractor of any breach or violation of the Contract describing with particularity the contract provision that has been breached or violated. Upon receipt of a notice of breach or violation from the County, Contractor shall within ten days: (i) contest that such breach or violation has occurred; or (ii) cure such breach or violation to the satisfaction of County. If Contractor contests that the breach or violation has occurred within ten days, the Parties will follow the dispute resolution process described in paragraph 26 of the contract. If Contractor fails to contest that the breach or violation has occurred or cure the same to the satisfaction of the County within ten days, County may terminate this Contract immediately, in addition to every other remedy that the County may have at law or equity.

## 4. **Termination**

The requirements of this paragraph shall only apply if the Contract exceeds \$10,000. Further, to the extent that a right or obligation in this paragraph conflicts with a right or obligation in the Contract, the right or obligation in the Contract shall prevail.

A. ***Automatic Termination.*** This Contract will automatically terminate if the federal funding for the Contract is disapproved, discontinued, or disallowed for any reason. County will promptly provide notice of automatic termination to Contractor. Automatic termination will be treated as a termination for convenience under the paragraph labeled as such below.



**B. *Termination for cause.*** This Contract may be terminated by either Party for failure to comply with the terms herein. Except as described in the first Remedies paragraph above, termination for cause procedures shall follow the process described in paragraph B of the Remedies section above.

**C. *Termination for convenience.*** This Contract may be terminated by County for convenience upon written notice to Contractor. Upon delivery of termination notice, the Parties shall have no further liability to each other, provided that (i) County shall timely pay Contractor for unpaid work completed prior to the delivery of notice of termination; (ii) County shall timely reimburse Contractor for unreimbursed costs incurred for work that is not yet complete; (iii) County shall pay Contractor for costs of demobilization and calculation of costs; and (iv) County shall pay Contractor a termination fee equal to five percent (5%) of the difference between the Contract amount and all amounts paid by County for work performed pursuant to the Contract as representative of lost profits.<sup>1</sup> Upon receipt of termination notice, Contractor shall make reasonable effort to mitigate Counties costs of termination and calculate amounts owed by County. Without regard to termination, all material and supplies purchased for County under the Contract shall be and remain property of the County.

## **5. Equal Employment Opportunity**<sup>2</sup>

During the performance of the Contract, Contractor:

A. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. Will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge,

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<sup>1</sup> Termination fee = .05 x (total Contract amount – payments made or owed by County under paragraph 3.C(i)-(iii))

<sup>2</sup> 41 CFR § 60-1.4(b)

in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. Will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. Will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. Will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. Acknowledges that in the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract, as amended, or with any of the said rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. Will include the requirements and acknowledgements this paragraph 4 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. Will be bound by the equal opportunity requirements found in this paragraph 4 with respect to its own employment practices when it participates in federally assisted construction work.

J. Will assist and cooperate actively with the County and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the County and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

K. Will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal

opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

6. **Davis-Bacon Act**<sup>3</sup>

Per guidance of the US Treasury Department, the Davis-Bacon Act requirements do not apply to public works construction projects funded solely by the Rescue Plan and under \$10,000,000. Nevertheless, for projects over \$10,000,000, contractors must provide *either* certification under the Davis-Bacon Act *or* a project employment impact report. Thus, if the Contract exceeds \$10,000,000, the Contractor shall comply with either paragraph A or paragraph B of below.

A. *Davis Bacon Certification.* During the performance of the Contract, the Contractor:

(1) Shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor and the laborers and mechanics.

(2) Will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

(3) Will not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(4) Acknowledges that the County may withhold from the Contractor so much of accrued payments as the County considers necessary to pay to laborers and mechanics employed by the Contractor or any subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or subcontractors or their agents.

(5) Acknowledges that if the County finds that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by the Contract has been or is being paid a rate of wages less than the rate of wages required by the Contract to be paid, the County or federal government by written notice to the Contractor may terminate the Contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The County or federal government may have the work completed, by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable for any excess costs of completion.

(6) Will include the requirements and acknowledgements of this paragraph 5 A in every subcontract.

B. *Project employment and local impact report.* During the performance of the Contract, the Contractor shall submit a project employment and local impact report detailing:

(1) The number of employees of contractors and sub-contractors working on the project.

(2) The number of employees on the project hired directly and hired through a third party.

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<sup>3</sup> 40 U.S.C. § 3141-3148

(3) The wages and benefits of workers on the project by classification; and

(4) Whether those wages are at rates less than those prevailing.

**7. Contract Work Hours and Safety Standards Act<sup>4</sup>**

The requirements of this paragraph 6 shall only apply if the Contract exceeds \$100,000. During the performance of the Contract, the Contractor:

A. Will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

B. Will not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

C. The requirements of this paragraph 6 shall not apply to contracts for materials only.

**8. Collective Bargaining**

The requirements of this paragraph 7 shall only apply if the Contract exceeds \$10,000,000. Contractor shall *either*:

A. Provide a certification that the Contract will utilize a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act<sup>5</sup>; or

B. Provide a project workforce continuity plan, detailing:

- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project.
- How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
- How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; and
- Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market.

**9. Rights to Inventions Made Under a Contract<sup>6</sup>**

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this

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<sup>4</sup> 40 USC 3701-3708

<sup>5</sup> 29 USC 158(f)

<sup>6</sup> 37 C.F.R. § 401

Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and take such actions as are required by federal law regarding inventions described in this paragraph 6. The provisions of this paragraph 6 shall not apply to a contract made for educational purposes.

#### **10. Clean Air Act and the Federal Water Pollution Control Act<sup>7</sup>**

The requirements of this paragraph 9 shall only apply if the Contract exceeds \$150,000. The Contractor shall, in the performance of the Contract, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Contractor acknowledges that violations of this paragraph must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **11. Debarment and Suspension<sup>8</sup>**

Contractor hereby warrants and affirms that Contractor is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) or such successor system of identification that may be adopted for identification of parties in federal contracts. Contractor shall not contract with a contractor listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) to perform any part of this Contract.

#### **12. Byrd Anti-Lobbying Amendment<sup>9</sup>**

The requirements of this paragraph 11 shall only apply if the Contract exceeds \$100,000. Contractor hereby warrants and affirms that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor will include the requirements of this paragraph in the contract of any subcontractor performing more than \$100,000 of work.

#### **13. Procurement of recovered materials<sup>10</sup>**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource

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<sup>7</sup> 42 U.S.C. § 7401-7671 and 33 U.S.C. § 1251-1387, respectively.

<sup>8</sup> See EO 12549 and 12889.

<sup>9</sup> 31 U.S.C. 1352

<sup>10</sup> 2 C.F.R. § 200.323

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. Prohibition on certain telecommunications and video surveillance services or equipment**<sup>11</sup>

As provided by Public Law 115-232, section 889, Contractor shall not use telecommunications services or equipment from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of those entities.

**15. Domestic preferences for procurement**<sup>12</sup>

Contractor shall, to the greatest extent practicable, provide goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this paragraph:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**16. Uniform Relocation Assistance and Real Property Acquisition Act of 1970**<sup>13</sup>

Contractor shall identify any real property to be acquired under the Contract that will cause the displacement of individuals, families, businesses or farm operations.

**17. Civil Rights.**<sup>14</sup>

Contractor acknowledges and agrees to comply with, and to require any contractors, subcontractors, successors, transferees, and assignees to comply with the following:

A. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

B. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency

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<sup>11</sup> 2 C.F.R. § 200.216

<sup>12</sup> 2 C.F.R. § 200.322

<sup>13</sup> 42 U.S.C. 4601 – 4655.

<sup>14</sup> 42 U.S.C. § 2000d et seq.



(LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

C. Contractor agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

D. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

E. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances A -D above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between/among the County, contractors, subcontractors, successors, transferees, and assignees:

"The contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

## **18. Fair Housing**

In performance of the Contract, Contractor shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968<sup>15</sup>, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

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<sup>15</sup> 42 U.S.C. §§ 3601 et seq.



## **19. Age Discrimination**

In performance of the Contract, Contractor shall comply with the Age Discrimination Act of 1975<sup>16</sup>, as amended, and Treasury's implementing regulations<sup>17</sup>, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

## **20. Americans with Disabilities**

In performance of the Contract, Contractor shall comply with Title II of the Americans with Disabilities Act of 1990<sup>18</sup>, as amended, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

## **21. False Statements**

Contractor understands that making false statements or claims in connection with this Contract may constitute a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

## **22. Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

## **23. Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), County encourages Contractor to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

## **24. Relationship of Parties**

The Parties are independent, and neither party is the agent, joint venturer, partner, or employer of the other. Any consultant services rendered pursuant to this Contract by Contractor shall be as an independent contractor and not as an agent or employee of the County or an Additional County and City (if applicable), who shall not withhold taxes of any kind nor make any deductions for the compensation stated herein.

## **25. Disclosure of Personally Identifiable Information**

Contractor shall not disclose any confidential or Personally Identifiable information (PII) acquired by Contractor during the course of the Contract without the prior written consent of County and Additional Counties and Cities (if applicable), either during the term of the Contract, or in the event of termination of the Contract for any reasons whatsoever. Contractor agrees to abide by

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<sup>16</sup> 42 U.S.C. §§ 6101 et seq.

<sup>17</sup> 31 C.F.R. Part 23

<sup>18</sup> 42 U.S.C. §§ 12101 et seq.

applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects. Contractor shall take reasonable efforts to safeguard against the disclosure of PII and shall upon termination of the Contract destroy all PII obtained.

## **26. Copyright/Intellectual Property**

All materials, Inventions, or deliverables produced as a result of this contract will constitute "work made for hire," and County and Contractor will possess shared copyright, title, and interest in all such materials. As a general principle, subject to the rights of the federal government and with respect to any subject, invention, material, or deliverable in which County and/or Contractor retains title resulting from this Contract, the federal government shall have a nonexclusive, nontransferable, irrevocable paid-up license to practice or have practiced for or on behalf of the United States the subject invention, material, or deliverable throughout the world.

## **27. Dispute Resolution**

The requirements of this paragraph 26 shall only apply if the Contract exceeds \$10,000. Further, to the extent that a right or obligation in this paragraph 26 conflicts with a right or obligation in the Contract, the right or obligation in the Contract shall prevail.

The Parties agree to use good-faith efforts to resolve disputes that may arise from this Contract to avoid the expense of litigation. A Party may initiate dispute resolution by providing written notice to the other Party that a dispute exists and describing in particular the nature of the dispute. Either Party may, by written notice to the other Party, request a meeting to initiate negotiations to be held within five (5) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) days of their first meeting, either Party may, by written notice to the other Party, refer the matter to meditation.

If the Parties are unable to resolve a disputed issue through negotiation, then the Parties shall pursue non-binding mediation. The Parties agree, in good faith, to commit the resources necessary to mediate the matter in accordance with procedures to be established by the mediator. The mediator shall be chosen by agreement of the Parties and the expense shared equally. Any mediator selected shall have recognized expertise and not less than ten (10) years of experience in the subject matter of the dispute and shall be neutral and have no prior connection with or financial, or other interests in or against, either Party. Unless otherwise agreed, the mediation will be scheduled for a date not later than thirty (30) days after the selection of the mediator. The Parties agree to participate in the non-binding mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party.

If a Party refuses to negotiate or mediate, or a dispute remains unresolved for more than ninety (90) days after initial notification, the Party that initiated the dispute resolution process may pursue all remedies available to it at law or in equity and may immediately terminate the Contract without further liability to the other Party.

## **28. Other applicable requirements**

Contractor acknowledges that payments for this Contract are being made, in whole or part, with federal funding, including but not limited to ARP funding, administered by County. Rescue Plan funding is subject to regulations and guidance issued by the Department of Treasury that may

updated periodically. Other federal funding may be subject to other regulations and guidance issued by the federal government that are subject to change. The contractor will monitor and abide by Treasury regulations and guidance during the term of the Contract applicable to American Rescue Plan (ARP) funding and all other applicable federal statutes, regulations, and executive orders, including without limitation federal environmental laws and regulations. Contractor will monitor and abide by federal regulations and guidance during the term of the Contract applicable to the particular source of federal funding and all other applicable federal statutes, regulations, and executive orders, including without limitation federal environmental laws and regulations.

## **29. Record Retention.**

Contractor shall retain all records pertinent to Contract for: (i) five years after the construction has closed out and final payment made, or (ii) five years after the resolution of any litigation or audit finding, whichever is longer.

## **PROPOSAL SUBMISSION REQUIREMENTS**

**Proposal Components** To achieve a uniform review process and to obtain a maximum degree of comparability, the County requires that proposals be submitted with an original proposal and one copy. The proposals should contain a Table of Contents and be divided into the five (5) sections below:

**All proposals must include the following components:**

<b>Section</b>	<b>Topic</b>
1	Firm Profile
2	Executive Summary
3	Project Services, Related Experience, and References
4	Cost Proposal
5	RFP Instruction Compliance/Required Forms

## **Submittal Components**

### **1. Firm Profile Section**

This section shall include:

- The firm's name, email address, business address, phone number and fax number
- Types of services and products offered
- Number of years in business
- Information on pending or past litigation in which the firm has been involved
- Number of employees
- The location of the offices that would provide the project services
- A brief statement of the firms' background, demonstrating longevity and financial

stability

- A brief statement of the firm's understanding of the project
- The name, title, phone number, email address, who will serve as the contact person
- Highlights of the firm's qualifications and ability to perform the project services

## **2. Executive Summary Section:**

This section should introduce key personnel that will work on projects related to federal funding with the County and Additional County and Cities (if applicable). Only submit resumes of those who will actually be assigned to work with the County and Additional County and Cities (if applicable). Include a brief resume for each team member that includes:

- History and specific experience in applying for and managing federally and/or State funded local public works projects.
- Include a description for each assigned personnel that demonstrates capabilities in project services, and experience with government entities and grant programs.
- Education and professional license information;□and
- Outline his or her specific areas of responsibility (administration, design, inspection, financial, management, labor standards, environmental review, etc.) and team leaders.

## **3. Project Services and Related Experience:**

In this section, describe the Respondent's expertise with the methods necessary to perform the management services requested in this document:

- Include any recent experience in applying for and managing federally funded local public works projects and public service projects.
- Demonstrate at least five (5) years of experience by the firm or entity in the applicable project area.
- Demonstrate successful experience in coordinating with Federal, State and Local emergency agencies, citing the disaster event such as COVID, project scope of the engagement and funding outcomes for the affected local government.
- Provide information related to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- References and contact information of recent work relevant to the scope of the project to be worked on as requested in this RFP. **Minimum of three (3) relevant references.**
- The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

## **4. Cost Proposal**

Provide your cost proposal to accomplish the scope of work. Please submit hourly rates for each job classification required to perform the scope of work based on the current estimate. Include any and all services fees that may be associated with these services. Respondents can present a percentage of the applicable award but must also include hourly rates.

## **5. RFP Instruction Compliance/Required Forms**

Complete, execute and submit all forms as required. Include copies of Licensures, SAMS

Record Search, copies of insurance coverage, etc. if applicable.

All forms must be completed including:

- **Respondent References**
- **Certification of Eligibility**
- **RFP Signature Form**
- **Certification of Lobbying**
- **Position and Hourly Rates Classification Form**

## **VENDOR REFERENCES**

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### **REFERENCE ONE:**

GOVERNMENT NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

### **REFERENCE TWO:**

GOVERNMENT NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

**REFERENCE THREE:**

GOVERNMENT NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

**CERTIFICATION OF ELIGIBILITY**

By submitting an RFP in response to this solicitation, the Respondent certifies that at the time of submission, it has a DUNS number and is not on the federal government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of RFP submission and time of award, the Respondent will notify the County in writing. Failure to do so may result in termination of contract for default.

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

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**Print Name and Title**

**RFP SIGNATURE FORM**

The undersigned, on behalf of and as the authorized representative of Respondent, agrees:

1. This Statement of Submission becomes the property of the County after the official opening.
2. It has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. If this Statement of Submission is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Scope of Work. The period for acceptance of this Statement of Submission will be (90) calendar days.

The undersigned Respondents are duly authorized to execute a contract with the County and Additional Counties and Cities (if applicable) and that this RFP has not been prepared in collusion with any other Respondent, nor any employee of County and Additional Counties and Cities (if applicable), and that the contents of this RFP has not been communicated to any other potential Respondent or to any employee of the County and Additional Counties and Cities (if applicable) prior to the official opening of this

Proposal.

On behalf of the Respondent, the undersigned has read and does understand the scope of work and any attachments contained in this solicitation.

*Failure to sign and return this form could result in the rejection of the entire submission.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGAL NAME AND ADDRESS OF RESPONDENT:**

Name \_\_\_\_\_

President's or equivalent's name: \_\_\_\_\_

Main Office Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Corporation organized and existing under the laws of the State of \_\_\_\_\_

Partnership consisting of \_\_\_\_\_

Individual trading as \_\_\_\_\_

Principal offices are in the city of \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**



The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

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Printed Name and Title of Contractor's Authorized Official

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Date Signed

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## POSITION AND HOURLY RATES CLASSIFICATION FORM

### *General Positions*

POSITION	JOB DESCRIPTION	HOURLY RATE
Project Executive		
Project Manager		
Senior Federal Funding Management Specialist		
Federal Funding Management Specialist		
Senior Engineer/Planner/Analyst		
Engineer/Planner/Analyst		
Administrative Assistant		
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		

### *Other Required Positions*

POSITION	JOB DESCRIPTION	HOURLY RATE
Long-Term Community Recovery Subject Matter Expert	Provides expert planning, project development and grant program management services for community and economic development, infrastructure, housing, disaster recovery.	
Policy Advisor	Provides policy development, analysis and compliance advisory consulting services for current and recently enacted legislation to inform decisions and recommendations for local program implementation.	
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		

Signature of Contractor's Authorized Official

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Printed Name and Title of Contractor's Authorized Official

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Date Signed

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TO: Jonesboro Sun

Please publish the following notice two (2) times, on March 26, 2022 and April 9, 2022

### NOTICE: REQUEST FOR PROPOSALS

Craighead County, Arkansas is interested in acquiring nonexclusive professional and consultant services from a firm or entity with at least five (5) years' experience and necessary qualifications to provide the County with services in connection with federal funding from or directly originating with the federal government, including but not limited to funding from the American Rescue Plan (ARP). The scope of the work sought is generally as follows:

To provide non-exclusive guidance, administration, record keeping, and performance of the necessary work to Craighead County, Arkansas in the eligibility, expenditure, administration, and reporting of federal funding from or directly originating with the federal government, and anticipated contracts which may include the host of contracts and programs available under the ARP and other federal spending initiatives, in particular projects for:

Water improvements, sewer improvements, broadband, and industrial parts; Facilitating small purchase agreements, competitive negotiations, public participation; Conducting public hearings; Organizing community participation plans; Financial management and accounting systems for projects; Categorizing eligible costs; Environmental review; Ensuring compliance with federal laws and authorities, such as: historic preservation, flood plain management, wetlands protection, endangered species, air quality, farm lands protection, environmental justice, EPA environmental standards, Corps of Engineers Permits; Facilitating acquisitions of right of way and easements; Construction management; Facilitating bidding and contract award processes, Labor standards; Compliance with the Davis-Bacon Act; Reporting and auditing related activities including: maintaining physical records at offices, conducting necessary reports, providing necessary documentation for audits; Conducting the close out of projects; and the administration and management of federal funds.

This submission in response to the request must include experience, expertise, qualifications, and financial and technical capacity in those matters and as well information regarding administration, recordkeeping, consultation, reporting, performance, and record keeping in connection to federal contracts, funds, programs, grants, or disaster relief. As described in 2 CFR § 200.320, contracts will be awarded to the responsible offeror whose proposal is most advantageous to the County, with price and other factors considered. Additional considerations include contractor integrity, compliance with public policy, record of past performance, and financial and technical resources as described in 2 CFR § 200.318. In procurement under a federal award, the County (and additional Counties and Cities, if applicable) follow the procurement standards referred to in 2 CFR § 200.317.

Any County that engages these services will be provided access to the service providers full range of knowledge, experience, and tools in the use of federal funding from or directly originating with the federal government and in federal, state, and county government processes, budgeting, expenditures, reporting, recordkeeping, and internal controls. With cost as a consideration in the award of contracts, as described per 2 CFR § 200.318, the submittal must include the proposed costs for performing the work sought by Craighead County, Arkansas. The submittal must also include a description detailing the five (5) or more years of experience the firm or entity has in the project area. The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

All interested parties must submit their sealed RFP package response to:

Hon. Marvin Day, Craighead County Judge  
511 Union, Room 119  
Jonesboro, AR 72401

All responses must be received no later than 2:00 PM local time on April 26, 2022

All responding firms will be notified of the award.

The outside of the sealed envelope must be marked "RFP – 2022-12".

Invitations to bid may be obtained from the County Judge's Office.

The bid opening will occur at the Craighead County Judge's office, 511 Union, Room 119, Jonesboro, AR on Tuesday, April 26, 2022 at 2 PM, local time.

The solicitation conference will occur at the County Judge's office, 511 Union, Room 119, Jonesboro, AR on Tuesday, April 5, 2022 at 2 pm, Central time.

Any other questions regarding this request may be directed to the County Judge's office in writing through email or traditional mail. The email for the County Judge's office is as follows: [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org) Craighead County reserves the right to reject any or all responses received.

Bid specifications are currently available on the Craighead County website at <https://craigheadcountyar.gov/businesses/bids-and-auctions>

## FEDERAL PROCUREMENT METHODS AND PURCHASING AMOUNT CHART

Methodology	Dollar Threshold	Requirements
Micro	\$0 – \$10,000	<ul style="list-style-type: none"> <li>No bid or quote required if price is considered to be reasonable. Reasonableness could be determined by comparing the price to past purchases or other published prices and/or requesting prices from more than one vendor.</li> <li>Distributed equitably among a range of qualified vendors when practical</li> </ul>
Small	\$10,001 – \$250,000	<ul style="list-style-type: none"> <li>Price or rate quotes must be obtained from adequate number of sources (at least two)</li> <li>Can be informal, e.g., phone call or web search</li> <li>All quotes, including phone calls, web searches, etc., must be documented and kept on file</li> <li>Price does not need to be deciding factor, but all quotes need to be kept in procurement records</li> </ul>
Sealed bid	Greater than \$250,001	<ul style="list-style-type: none"> <li>Used when selection of successful bidder can be made principally on the basis of price</li> <li>Bids must be solicited from an adequate number of known suppliers, providing sufficient response time</li> <li>Local Gov. must publicly advertise bids</li> <li>Invitation for bids must define the items or services in order for bidders to properly respond</li> <li>All bids will be opened at time and place prescribed in invitation. Local and tribal governments must be opened publicly.</li> <li>Firm fixed price contract made in writing to the lowest responsive and responsible bidder</li> </ul>

Methodology	Dollar Threshold	Requirements
		<ul style="list-style-type: none"> <li>Any or all bids may be rejected if there is a sound documented reason</li> </ul>
Competitive proposal	Greater than the simplified acquisition threshold: \$250,001 and greater	<ul style="list-style-type: none"> <li>Must be publicized and identify all evaluation factors and their relative importance</li> <li>Must be solicited from an adequate number of qualified sources</li> <li>Must have a written method for conducting technical evaluations of the proposals and selecting recipients</li> <li>Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered</li> </ul>
Noncompetitive proposal (sole source)	Greater than micro-purchase threshold: \$10,000 and greater	<ul style="list-style-type: none"> <li>May be used only when the item is available only from a single source, the public exigency or emergency will not permit a delay resulting from competitive solicitation, federal awarding agency or pass-through entity expressly authorizes its use in response to a written request, or after solicitation of a number of sources competition is determined inadequate</li> <li>Justification of the use of noncompetitive proposal must be documented</li> <li>Any research on availability from multiple sources must be documented</li> <li>Documentation of authorization must be retained</li> <li>Any initial solicitations from multiple sources which are concluded to be inadequate, and such reasoning, must be documented</li> </ul>



If publication is necessary and/or decided as a matter of preference, publish the following or like notice once (1).

TO: Jonesboro Sun

#### NOTICE: REQUEST FOR PROPOSALS

Craighead County, Arkansas is interested in acquiring nonexclusive professional and consultant services from a firm or entity with at least five (5) years' experience and necessary qualifications to provide the County with services in connection with federal funding from or directly originating with the federal government, including but not limited to funding from the American Rescue Plan (ARP). The scope of the work sought is generally as follows:

To provide non-exclusive guidance, administration, record keeping, and performance of the necessary work to Craighead County, Arkansas in the eligibility, expenditure, administration, and reporting of federal funding from or directly originating with the federal government, and anticipated contracts which may include the host of contracts and programs available under the ARP and other federal spending initiatives, in particular projects for:

Water improvements, sewer improvements, broadband, and industrial parts; Facilitating small purchase agreements, competitive negotiations, public participation; Conducting public hearings; Organizing community participation plans; Financial management and accounting systems for projects; Categorizing eligible costs; Environmental review; Ensuring compliance with federal laws and authorities, such as: historic preservation, flood plain management, wetlands protection, endangered species, air quality, farm lands protection, environmental justice, EPA environmental standards, Corps of Engineers Permits; Facilitating acquisitions of right of way and easements; Construction management; Facilitating bidding and contract award processes, Labor standards; Compliance with the Davis-Bacon Act; Reporting and auditing related activities including: maintaining physical records at offices, conducting necessary reports, providing necessary documentation for audits; Conducting the close out of projects; and the administration and management of federal funds.

This submission in response to the request must include experience, expertise, qualifications, and financial and technical capacity in those matters and as well information regarding administration, recordkeeping, consultation, reporting, performance, and record keeping in connection to federal contracts, funds, programs, grants, or disaster relief. As described in 2 CFR § 200.320, contracts will be awarded to the responsible offeror whose proposal is most advantageous to the County, with price and other factors considered. Additional considerations include contractor integrity, compliance with public policy, record of past performance, and financial and technical resources as described in 2 CFR § 200.318. In procurement under a federal award, the County (and additional Counties and Cities, if applicable) follow the procurement standards referred to in 2 CFR § 200.317.

Any County that engages these services will be provided access to the service providers full range of knowledge, experience, and tools in the use of federal funding from or directly originating with the federal government and in federal, state, and county government processes, budgeting, expenditures, reporting,

recordkeeping, and internal controls. With cost as a consideration in the award of contracts, as described per 2 CFR § 200.318, the submittal must include the proposed costs for performing the work sought by Craighead County, Arkansas. The submittal must also include a description detailing the five (5) or more years of experience the firm or entity has in the project area. The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

All interested parties must submit their sealed RFP package response to:

Hon. Marvin Day, Craighead County Judge  
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Jonesboro, AR 72401

All responses must be received no later than 2:00 PM, local time on April 26, 2022

All responding firms will be notified of the award.

The outside of the sealed envelope must be marked "RFP – 2022-12".

Invitations to bid may be obtained from the County Judge's Office.

The bid opening will occur at the County Judge's office, 511 Union, Room 119 on Tuesday, April 26, 2022, at 2 PM, local time.

The solicitation conference will occur at the County Judge's office, 511 Union, Room 119, Jonesboro, AR on Tuesday, April 5, 2022 at 2 pm, Central time.

Any other questions regarding this request may be directed to the County Judge's office in writing through email or traditional mail. The email for the County Judge's office is as follows: [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org). Craighead County reserves the right to reject any or all responses received.

Bid specifications are currently available on the Craighead County website at <https://craigheadcountyar.gov/businesses/bids-and-auctions>

## **REQUEST RFQ and RFP FOR SECURITY SERVICES FOR CRAIGHEAD COUNTY COURTHOUSES**

### **PROFESSIONAL QUALIFIED SECURITY SERVICES FOR CRAIGHEAD COUNTY COURTHOUSES**

The County Craighead, State of Arkansas is requesting submissions of a list of Qualifications and Proposals for security service positions for the Craighead County Courthouse and the Craighead County Courthouse Annex located in Jonesboro, AR 72401.

All requests must be received by April 20, 2021, 2:00 PM local time and shall be sent to the following address.

Attention: County Judge Marvin Day  
Craighead County Courthouse Annex  
511 Union St. Suite 119  
Jonesboro, AR 72401

County of Craighead is seeking proposals for two qualified, unarmed, and uniformed Security Officers as Security Screeners for the Craighead County Courthouses, located at 511 South Main Street and 511 Union Street, Jonesboro AR 72401, Monday thru Friday 8:00 am to 5:00pm. A signed agreement will be required prior to start of service between client and vendor. Vendor will be responsible for all costs of personnel including, but not limited to; wages, Arkansas State Police licensing, payroll taxes, general liability, medical insurance, vacations, FICA, unemployment insurance, background investigations, local and state taxes, workers compensation, uniform expenses and all other costs associated with supplying and equipping qualified, unarmed, and uniformed security personnel. Craighead County will contract with the vendor and will not be responsible for any actions or costs of the security personnel assigned to the security screening services. Costs of security service to the county should be clearly documented.

The vendor shall at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to, the execution of a resulting contract which in any manner affect the completion of the work. The vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree by an employee, representative, or sub-contractor of the vendor. The provider agrees to the Performance Based Contracting standards.

All questions regarding the qualifications and bid proposal security services request should be directed to Al Haines, Purchasing Agent, at [ahaines@craigheadcounty.org](mailto:ahaines@craigheadcounty.org) or by telephone at 870.933.4500. Submitting firms shall be in good standing and licensed to do business within the State of Arkansas to provide requested services pursuant to Arkansas Code Annotated Section 19-11-802. Craighead County reserves the right to reject any or all RFQs and RFP's security services, and to waive irregularities therein, and all parties submitting shall agree that such rejection shall be without liability on the part of Craighead County for any damage or claim brought by any submitting party because of such rejections, nor shall the party submitting seek any recourse of any kind against Craighead County because of such rejections.

RFQ and RFP requested security services is available to view on the Craighead County website at <https://www.craigheadcounty.org/businesses/bids-and-auctions>.

Al Haines  
Purchasing Agent  
Craighead County

# **Craighead County, AR**

## **REQUEST FOR PROPOSALS (RFP)**

RFP for Services in Connection with Federal Funding from or Directly Originating with the Federal Government

### **CLOSING DAY AND TIME**

**Sealed response or email (see addendum p. 31) must be received no later than:**

**2:00 PM Central Time, April 26, 2022**

**MARK ENVELOPE:** RFP – 2022 – 12

### **RETURN RESPONSE TO:**

Hon. Marvin Day, Craighead County Judge  
511 Union, Room 119  
Jonesboro, AR 72401  
[mday@craigheadcounty.org](mailto:mday@craigheadcounty.org)

### **All Responding Firms Will Be Notified of the Award**

Craighead County, Arkansas, is seeking proposals from competent service provider(s) to assist the County in the overall management of its activities drawing on federal funding, including but not limited to funding and grants under the American Rescue Plan (ARP). Awarded Respondent(s) will work with County staff and the Attorney for the County (if applicable) to provide non-exclusive guidance, general administration, record keeping, and management of the federal funding for the County (and Additional Counties and Cities, if applicable). Awarded Respondent(s) will also provide non-exclusive performance of the necessary work to the County (and any Additional Counties and Cities, if applicable). This may include a wide range of services including those mentioned in the scope of work.

This project (Check one) \_\_\_\_\_ Does   X   Does Not include Additional Counties and Cities joining with Craighead County, Arkansas.

This proposal could possibly include (check one):

  X   Does        Does Not include proposals for eligible public works construction projects for water and/or sewer, acquisition of rights of way easements, industrial parts, construction management, conducting the close out of projects, and ensuring compliance with federal law and authorities which may include: SHPO Section 106 historic preservation, the Davis-Bacon Act, Corp of Engineers Permits, labor standards, construction management, environmental review, flood plain management, farmlands protection, wetlands protection, endangered species, air quality, environmental justice, and EPA environmental standards.

This project (Check one)   X   Does        Does Not include proposals for broadband construction.

This project (Check one)   X   Does        Does Not include facilitating small purchase agreements, competitive negotiations, bidding, contract award processes, and public participation.

This project (Check one)   X   Does        Does Not include conducting public hearings or organizing community participation plans.

This project (Check one)   X   Does        Does Not include financial management and accounting systems for projects, categorizing eligible costs, the administration and management of federal funds, and reporting and auditing related activities including: maintaining physical records at offices, conducting necessary reports, and providing necessary documentation for audits.

This project (Check one)   X   Does        Does Not include a solicitation conference to be held before the opening of bids to provide information to the prospective bidders.

  X   Does        Does Not include programmatic and financial management of any sub-recipients (bid preparation and scoring, risk assessment, contracting, monitoring, project management, subaward reporting, audit review, and close-out processes).

The submission in response to the RFP must include demonstratable experience of at least five (5) years, expertise, qualifications, and financial and technical capacity in all of those matters as well as regarding: administration, recordkeeping, reporting, consultation, and performance in connection to federal contracts, funds, programs, grants, or disaster relief. As per 2 CFR § 200.318, the submittal must include the proposed costs for performing the work sought by Craighead County, Arkansas (and any Additional Counties or Cities, if applicable). The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

## **RFP INSTRUCTIONS AND PROCESSES**

### **Proposal Requirements**

Respondents shall send two (2) sets of **SEALED** proposals: one with original signatures and one copy. **The envelopes shall be marked “RFP—2022-12”** and mailed or hand delivered to the address under “Return Response To” on page 1 by the closing date and time specified. **A facsimile or email transmission is not an acceptable response to this RFP Process and shall not be considered.** All proposals must be **received** by Craighead County by the time and date set forth on page 1 and **at the location set forth above.**

### **Late Proposals**

The County will **not** accept late proposals. Each Respondent is responsible for ensuring that responses to this RFP have been delivered by the date, time, and to the location as specified in this RFP. The receipt of the responses submitted will be acknowledged as received only, and that does not constitute any acceptance on behalf of the County. Any responses received after the date and time set for in this RFP document will not be accepted and will be returned to the late Respondent unopened.

### **Mail and Other Delivery Service Providers**

Regardless of the date of postmark, the Respondent shall be responsible for actual delivery of the RFP to the specific designated location in the County before the advertised due date and time. If mail or other delivery service is delayed for any reason or the internal mail system of the County is delayed beyond the date and time set for the RFP opening, a bid will not be considered and will be returned to Respondent unopened.

### **Public Bid Opening**

Responses will be received and publicly acknowledged at the bid opening. Respondents, their representatives and interested persons may be present. Only the names of the vendors who submitted a response will be read aloud – all other information will remain confidential until a contract, if any, is awarded.

### **Questions-Contact Information**

Respondents are encouraged to review this entire RFP document. All questions regarding the RFP must be in writing and sent to the County via email to Marvin Day at [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org). Questions must be received at least 48 hours prior to bid opening. All questions received and their answers shall be posted online and emailed to participating Respondents so that all potential Respondents may see them.

### **Evaluation Process and Award of Contract**

After public opening of bid submissions, the County will award the winning submission to the responsible offeror whose proposal is most advantageous to the County (and any Additional Counties and Cities, if applicable). This is required as per 2 CFR § 200.320.

As per 2 CFR § 200.320, the RFP must contain all evaluation factors and their relative importance to the contract award decision. In determining the responsible offeror whose proposal is most advantageous to the County (and any Additional Counties and Cities, if applicable), price is a factor in the consideration. Other factors are also to be considered. These additional factors are listed in 2 CFR § 200.318 and are follows: contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The following evaluation factors are ranked by percentage by the County according to their importance to the contracting decision:

10% Experience and Qualifications

25% Record of Past Performance

10% Financial and Technical Resources

10% Price of performance

10% Contractor Integrity

10% Compliance with Public Policy

25% Price

The County reserves the right, at its sole discretion, to determine if pursuing any contract negotiations or award is in the best interest of the County as a result of this RFP.

## **TERMS and CONDITIONS**

### **Contracting Authority**

Only the chief executive officer of the County, the County Judge, may legally enter into any type of agreement or contract on behalf of the County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of the County, or to agree to any type of supplemental agreements or contracts for goods or services.

### **Disadvantaged Business Enterprise (DBE)**

The County is committed to developing, establishing, maintaining, and enhancing Disadvantaged Business Enterprise (DBE) involvement in the procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition of work remains the ultimate standard in contractor, sub-contractor, vendor service, professional service, and supplier utilization. Small and minority businesses, and women's business enterprises are encouraged to participate in this RFP.

### **Cost of Preparation**

Costs of preparation of a response to this RFP are solely those of the Respondent. This includes, but is not limited to, any expenses incurred for interviews, presentations, or negotiations.

### **Confidentiality During Evaluation Process**

All documents submitted as part of the Respondent's submission will be deemed confidential during the evaluation process.

### **Rejection of Responses**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal from a responsible offeror which, in its sole judgment based on the listed evaluation factors, is the most advantageous to the County (and any Additional Counties and Cities, if applicable), or to award a contract to the next most qualified Respondent as



deemed necessary for competition and allowable by law.

### **Estimated Value of Services**

An estimated value of the services sought from Respondent(s) is between one (1) 1% to five (5) 5% of the Counties' total federal funding allotment for the subject proposed projects, including funding from the American Rescue Plan, of \$21.4 million over the life of the specific allotment for the proposed projects.

### **Compliance with RFP Terms**

Respondents are cautioned that exceptions to these terms, conditions, and attachments may result in rejection. Failure to meet the requisite qualifications and experience may result in rejection. Any awarded Respondent will be expected to execute a contract separate from this document. This document will be included as part of the contract.

### **Confidentiality**

Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential, to the extent allowable, in the Arkansas Freedom of Information Act (FOIA). Pricing information is not considered to be confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." Please be advised that the County cannot and will not make any agreement to withhold information from the public that is contrary to the Counties responsibility under the FOIA.

### **Non-responsive / Proposal Rejections**

Proposals may be deemed non-responsive, among other reasons, for any of the following reasons:

1. Proposals containing inconsistencies
2. Unbalanced value of terms:
3. Reason for believing collusion exists among the Respondents.
4. Reasonable grounds for believing that any Respondent is interested in more than one submission for the work contemplated.
5. The Respondent being interested in any litigation against the County (or Additional Counties and Cities, if applicable)
6. The Respondent is in arrears on any existing contract or having defaulted on a previous contract.
7. The Respondent shall not owe delinquent property tax or occupation tax
8. Respondent's past performance record
9. Limited competition
10. Lack of competency (responsibility)
11. Respondent is listed on the Excluded Parties Listing maintained by the System of Award Management ([www.sam.gov](http://www.sam.gov)) or its successor.
12. Failure to meet requisite qualifications and experience.

## PROPOSED SCHEDULE

This is a proposed schedule. The County reserves the right to change or extend the dates listed below at any time:

- |   |                                   |
|---|-----------------------------------|
| a. RFP Issue Date   | March 26, 2022                    |
| b. Solicitation Conference  | April 5, 2022 at 2 PM, local time |
| c. RFP Submission Proposal Deadline   | April 26, by 2:00 PM, local time  |
| d. RFP Evaluation and Interviews if required                                  | April 27 – May 11, 2022           |
| e. Anticipated Start Date   | May 23, 2022                      |
| f. Contracts are subject to the appropriation of funds<br>by the Quorum Court |                                   |

## SCOPE OF SERVICE

Respondent shall **not** be responsible for physically handling the County's bank account or actual funds. The Respondent shall review and notify the County when it is proper to pay a bill/invoice.

### **Any awarded Respondent will be tasked with the following:**

1. Comprehensive guidance, administration, record keeping, and performance of the necessary work in the eligibility, expenditure, administration, and reporting of federal funding from or directly originating with the federal government, and anticipated contracts which may include the host of contracts and programs available under the ARP and other federal spending initiatives in compliance with the Treasury Federal Regulations, Guidance and FAQ's, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other applicable laws, regulations, guidance and FAQ's;
2. Research, develop and prepare grant applications and/or other public assistance documents as needed.
3. Collaborate with the County on project formulation; information gathering, and project development.
4. Develop program guidelines, policies, written procedures, implementation plans or other pertinent documents.
5. Serve as the Point of Contact with the County Treasurer and County Judge.
6. Ensure that proper financial management and internal controls are developed and implemented for prevention of fraud and abuse.
7. Review and assist with processing payment requests, determining allowable and eligible costs, compliance with federal regulations and guidance.
8. Assist with and/or present at public hearings or meetings in conjunction with the County.
9. Assist in responding to Requests for Information or documentations from U.S. Department of the Treasury or other federal or state agencies.
10. Provide, at a minimum, monthly project status reports and management reports.
11. Provide procurement documents and assistance, including but not limited to preparing and writing requests for qualifications, request for proposals, or other applicable procurement processes for identified projects that align with the specific federal funding in compliance with federal and state law **as per 2 CFR § 200.319, Respondents awarded and tasked with any of these specific responsibilities are excluded from competing for such procurements.**

12. Report management including entering information in the grant portal and final reporting, or any similar procedure required for the specific federal funding.
13. Review, advise and assist with the management of the closeout process.
14. Handle subaward procurement, risk assessment, management, administration, monitoring and close-out.
15. Coordinate with the County's financial staff on project-specific cost accounting and tracking.
16. Assist with any and all audit services and resolve any requests for information, justification, audit findings, and eligibility appeals.
17. Document labor compliance and Domestic Preference in Procurement when applicable.
18. Maintain records that document that the costs of the management of federal funding is reasonable.
19. Provide post-award federal funding administration and close-out.
20. Providing services in water improvements, sewer improvements, broadband, industrial parts, and closing out projects.
21. Facilitating small purchase agreements, competitive negotiations, and public participation.
22. Conducting public hearings.
23. Organizing community participation plans.
24. Financial management and accounting systems for projects.
25. Categorizing eligible costs.
26. Providing services and conducting environmental review.
27. Ensuring compliance with federal laws and authorities such as: historic preservation, flood plain management, wetlands protection, endangered species, air quality, farmlands protection, environmental justice, EPA environmental standards, the Davis-Bacon Act, labor standards, and Corps of Engineers Permits.
28. Facilitating acquisitions of right of way and easements.
29. Providing services related to construction management.
30. Facilitating bidding and contract award processes.
31. Providing services related to reporting and auditing related activities including - maintaining physical records at offices, conducting necessary reports, and providing necessary documentation for audits.
32. Providing services related to the administration and management of federal funds.

## **SPECIAL CONDITIONS**

Federal funding and appropriations are subject to a variety of required statutes, regulations, and contract and procurement clauses. It is the responsibility of a Respondent to be aware of and comply with those requirements. The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount involved with the contract. The provisions below are common to federal funding and appropriations, including grants:

### **1. Publication and Advertisement**

**NOTE: It is recommended that the County (and any Additional Counties or Cities, if applicable) advertise and provide notice of the Request for Proposal at least one (1) time in at least one (1) legal newspaper having general circulation in the County and by posting on electronic media.**

As per 2 CFR § 200.320, whenever the value of a procurement for property or services under federal financial assistance is greater than the Simplified Acquisition Threshold (SAT) or greater than a lower threshold established by a "non-federal entity," **formal procurement methods must**

be used. As per 48 CFR § 2.101, the SAT is set at \$250,000, with a few exceptions applicable to mainly federal activities. As a general rule, the SAT will be \$250,000. State thresholds may vary for different types of services and activities, and this should be researched by the County.

While **formal procurement methods** must be used whenever the value of the procurement for property and services under federal assistance is greater than the SAT (typically \$250,000) or greater than a lower threshold established by a “non-federal entity,” federal regulations further suggest that if the value of the procurement for property and services under federal assistance is less than or equal to the SAT (typically \$250,000) or a lower threshold established by a non-federal entity, **formal procurement methods** are not required. **Informal procurement methods** may be used. A list of **informal procurement methods** and their requirements are summarized later in this document.

NOTE: A sample advertisement template, if applicable, has been provided later in this document for use by the County.

## 2. **Environmental Regulations**

Contracts over **\$150,000** require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R. Part 200, Appendix II.

## 3. **Remedy for Breach or Violation of Contract by Contractor**

A. The requirements of this paragraph shall only apply if the Contract exceeds \$250,000. Further, to the extent that a right or obligation in this paragraph “e” conflicts with a right or obligation in the Contract, the right or obligation in the Contract shall prevail.

B. The County shall provide written notice to Contractor of any breach or violation of the Contract describing with particularity the contract provision that has been breached or violated. Upon receipt of a notice of breach or violation from the County, Contractor shall within ten days: (i) contest that such breach or violation has occurred; or (ii) cure such breach or violation to the satisfaction of County. If Contractor contests that the breach or violation has occurred within ten days, the Parties will follow the dispute resolution process described in paragraph 26 of the contract. If Contractor fails to contest that the breach or violation has occurred or cure the same to the satisfaction of the County within ten days, County may terminate this Contract immediately, in addition to every other remedy that the County may have at law or equity.

## 4. **Termination**

The requirements of this paragraph shall only apply if the Contract exceeds \$10,000. Further, to the extent that a right or obligation in this paragraph conflicts with a right or obligation in the Contract, the right or obligation in the Contract shall prevail.

A. ***Automatic Termination.*** This Contract will automatically terminate if the federal funding for the Contract is disapproved, discontinued, or disallowed for any reason. County will promptly provide notice of automatic termination to Contractor. Automatic termination will be treated as a termination for convenience under the paragraph labeled as such below.

**B. *Termination for cause.*** This Contract may be terminated by either Party for failure to comply with the terms herein. Except as described in the first Remedies paragraph above, termination for cause procedures shall follow the process described in paragraph B of the Remedies section above.

**C. *Termination for convenience.*** This Contract may be terminated by County for convenience upon written notice to Contractor. Upon delivery of termination notice, the Parties shall have no further liability to each other, provided that (i) County shall timely pay Contractor for unpaid work completed prior to the delivery of notice of termination; (ii) County shall timely reimburse Contractor for unreimbursed costs incurred for work that is not yet complete; (iii) County shall pay Contractor for costs of demobilization and calculation of costs; and (iv) County shall pay Contractor a termination fee equal to five percent (5%) of the difference between the Contract amount and all amounts paid by County for work performed pursuant to the Contract as representative of lost profits.<sup>1</sup> Upon receipt of termination notice, Contractor shall make reasonable effort to mitigate Counties costs of termination and calculate amounts owed by County. Without regard to termination, all material and supplies purchased for County under the Contract shall be and remain property of the County.

## **5. Equal Employment Opportunity**<sup>2</sup>

During the performance of the Contract, Contractor:

A. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. Will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge,

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<sup>1</sup> Termination fee = .05 x (total Contract amount – payments made or owed by County under paragraph 3.C(i)-(iii))

<sup>2</sup> 41 CFR § 60-1.4(b)

in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. Will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. Will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. Will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. Acknowledges that in the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract, as amended, or with any of the said rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. Will include the requirements and acknowledgements this paragraph 4 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. Will be bound by the equal opportunity requirements found in this paragraph 4 with respect to its own employment practices when it participates in federally assisted construction work.

J. Will assist and cooperate actively with the County and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the County and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

K. Will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal



opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

6. **Davis-Bacon Act**<sup>3</sup>

Per guidance of the US Treasury Department, the Davis-Bacon Act requirements do not apply to public works construction projects funded solely by the Rescue Plan and under \$10,000,000. Nevertheless, for projects over \$10,000,000, contractors must provide *either* certification under the Davis-Bacon Act *or* a project employment impact report. Thus, if the Contract exceeds \$10,000,000, the Contractor shall comply with either paragraph A or paragraph B of below.

A. *Davis Bacon Certification.* During the performance of the Contract, the Contractor:

(1) Shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor and the laborers and mechanics.

(2) Will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

(3) Will not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(4) Acknowledges that the County may withhold from the Contractor so much of accrued payments as the County considers necessary to pay to laborers and mechanics employed by the Contractor or any subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or subcontractors or their agents.

(5) Acknowledges that if the County finds that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by the Contract has been or is being paid a rate of wages less than the rate of wages required by the Contract to be paid, the County or federal government by written notice to the Contractor may terminate the Contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The County or federal government may have the work completed, by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable for any excess costs of completion.

(6) Will include the requirements and acknowledgements of this paragraph 5 A in every subcontract.

B. *Project employment and local impact report.* During the performance of the Contract, the Contractor shall submit a project employment and local impact report detailing:

(1) The number of employees of contractors and sub-contractors working on the project.

(2) The number of employees on the project hired directly and hired through a third party.

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<sup>3</sup> 40 U.S.C. § 3141-3148

(3) The wages and benefits of workers on the project by classification; and

(4) Whether those wages are at rates less than those prevailing.

#### **7. Contract Work Hours and Safety Standards Act<sup>4</sup>**

The requirements of this paragraph 6 shall only apply if the Contract exceeds \$100,000. During the performance of the Contract, the Contractor:

A. Will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

B. Will not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

C. The requirements of this paragraph 6 shall not apply to contracts for materials only.

#### **8. Collective Bargaining**

The requirements of this paragraph 7 shall only apply if the Contract exceeds \$10,000,000. Contractor shall *either*:

A. Provide a certification that the Contract will utilize a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act<sup>5</sup>; or

B. Provide a project workforce continuity plan, detailing:

- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project.
- How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
- How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; and
- Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market.

#### **9. Rights to Inventions Made Under a Contract<sup>6</sup>**

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this

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<sup>4</sup> 40 USC 3701-3708

<sup>5</sup> 29 USC 158(f)

<sup>6</sup> 37 C.F.R. § 401



Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and take such actions as are required by federal law regarding inventions described in this paragraph 6. The provisions of this paragraph 6 shall not apply to a contract made for educational purposes.

#### **10. Clean Air Act and the Federal Water Pollution Control Act<sup>7</sup>**

The requirements of this paragraph 9 shall only apply if the Contract exceeds \$150,000. The Contractor shall, in the performance of the Contract, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Contractor acknowledges that violations of this paragraph must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **11. Debarment and Suspension<sup>8</sup>**

Contractor hereby warrants and affirms that Contractor is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) or such successor system of identification that may be adopted for identification of parties in federal contracts. Contractor shall not contract with a contractor listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) to perform any part of this Contract.

#### **12. Byrd Anti-Lobbying Amendment<sup>9</sup>**

The requirements of this paragraph 11 shall only apply if the Contract exceeds \$100,000. Contractor hereby warrants and affirms that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor will include the requirements of this paragraph in the contract of any subcontractor performing more than \$100,000 of work.

#### **13. Procurement of recovered materials<sup>10</sup>**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource

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<sup>7</sup> 42 U.S.C. § 7401-7671 and 33 U.S.C. § 1251-1387, respectively.

<sup>8</sup> See EO 12549 and 12889.

<sup>9</sup> 31 U.S.C. 1352

<sup>10</sup> 2 C.F.R. § 200.323

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. Prohibition on certain telecommunications and video surveillance services or equipment**<sup>11</sup>

As provided by Public Law 115-232, section 889, Contractor shall not use telecommunications services or equipment from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of those entities.

**15. Domestic preferences for procurement**<sup>12</sup>

Contractor shall, to the greatest extent practicable, provide goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this paragraph:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**16. Uniform Relocation Assistance and Real Property Acquisition Act of 1970**<sup>13</sup>

Contractor shall identify any real property to be acquired under the Contract that will cause the displacement of individuals, families, businesses or farm operations.

**17. Civil Rights.**<sup>14</sup>

Contractor acknowledges and agrees to comply with, and to require any contractors, subcontractors, successors, transferees, and assignees to comply with the following:

A. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

B. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency

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<sup>11</sup> 2 C.F.R. § 200.216

<sup>12</sup> 2 C.F.R. § 200.322

<sup>13</sup> 42 U.S.C. 4601 – 4655.

<sup>14</sup> 42 U.S.C. § 2000d et seq.

(LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

C. Contractor agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

D. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

E. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances A -D above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between/among the County, contractors, subcontractors, successors, transferees, and assignees:

"The contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

## **18. Fair Housing**

In performance of the Contract, Contractor shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968<sup>15</sup>, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

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<sup>15</sup> 42 U.S.C. §§ 3601 et seq.

## **19. Age Discrimination**

In performance of the Contract, Contractor shall comply with the Age Discrimination Act of 1975<sup>16</sup>, as amended, and Treasury's implementing regulations<sup>17</sup>, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

## **20. Americans with Disabilities**

In performance of the Contract, Contractor shall comply with Title II of the Americans with Disabilities Act of 1990<sup>18</sup>, as amended, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

## **21. False Statements**

Contractor understands that making false statements or claims in connection with this Contract may constitute a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

## **22. Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

## **23. Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), County encourages Contractor to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

## **24. Relationship of Parties**

The Parties are independent, and neither party is the agent, joint venturer, partner, or employer of the other. Any consultant services rendered pursuant to this Contract by Contractor shall be as an independent contractor and not as an agent or employee of the County or an Additional County and City (if applicable), who shall not withhold taxes of any kind nor make any deductions for the compensation stated herein.

## **25. Disclosure of Personally Identifiable Information**

Contractor shall not disclose any confidential or Personally Identifiable information (PII) acquired by Contractor during the course of the Contract without the prior written consent of County and Additional Counties and Cities (if applicable), either during the term of the Contract, or in the event of termination of the Contract for any reasons whatsoever. Contractor agrees to abide by

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<sup>16</sup> 42 U.S.C. §§ 6101 et seq.

<sup>17</sup> 31 C.F.R. Part 23

<sup>18</sup> 42 U.S.C. §§ 12101 et seq.

applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects. Contractor shall take reasonable efforts to safeguard against the disclosure of PII and shall upon termination of the Contract destroy all PII obtained.

## **26. Copyright/Intellectual Property**

All materials, Inventions, or deliverables produced as a result of this contract will constitute "work made for hire," and County and Contractor will possess shared copyright, title, and interest in all such materials. As a general principle, subject to the rights of the federal government and with respect to any subject, invention, material, or deliverable in which County and/or Contractor retains title resulting from this Contract, the federal government shall have a nonexclusive, nontransferable, irrevocable paid-up license to practice or have practiced for or on behalf of the United States the subject invention, material, or deliverable throughout the world.

## **27. Dispute Resolution**

The requirements of this paragraph 26 shall only apply if the Contract exceeds \$10,000. Further, to the extent that a right or obligation in this paragraph 26 conflicts with a right or obligation in the Contract, the right or obligation in the Contract shall prevail.

The Parties agree to use good-faith efforts to resolve disputes that may arise from this Contract to avoid the expense of litigation. A Party may initiate dispute resolution by providing written notice to the other Party that a dispute exists and describing in particular the nature of the dispute. Either Party may, by written notice to the other Party, request a meeting to initiate negotiations to be held within five (5) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) days of their first meeting, either Party may, by written notice to the other Party, refer the matter to meditation.

If the Parties are unable to resolve a disputed issue through negotiation, then the Parties shall pursue non-binding mediation. The Parties agree, in good faith, to commit the resources necessary to mediate the matter in accordance with procedures to be established by the mediator. The mediator shall be chosen by agreement of the Parties and the expense shared equally. Any mediator selected shall have recognized expertise and not less than ten (10) years of experience in the subject matter of the dispute and shall be neutral and have no prior connection with or financial, or other interests in or against, either Party. Unless otherwise agreed, the mediation will be scheduled for a date not later than thirty (30) days after the selection of the mediator. The Parties agree to participate in the non-binding mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party.

If a Party refuses to negotiate or mediate, or a dispute remains unresolved for more than ninety (90) days after initial notification, the Party that initiated the dispute resolution process may pursue all remedies available to it at law or in equity and may immediately terminate the Contract without further liability to the other Party.

## **28. Other applicable requirements**

Contractor acknowledges that payments for this Contract are being made, in whole or part, with federal funding, including but not limited to ARP funding, administered by County. Rescue Plan funding is subject to regulations and guidance issued by the Department of Treasury that may

updated periodically. Other federal funding may be subject to other regulations and guidance issued by the federal government that are subject to change. The contractor will monitor and abide by Treasury regulations and guidance during the term of the Contract applicable to American Rescue Plan (ARP) funding and all other applicable federal statutes, regulations, and executive orders, including without limitation federal environmental laws and regulations. Contractor will monitor and abide by federal regulations and guidance during the term of the Contract applicable to the particular source of federal funding and all other applicable federal statutes, regulations, and executive orders, including without limitation federal environmental laws and regulations.

## **29. Record Retention.**

Contractor shall retain all records pertinent to Contract for: (i) five years after the construction has closed out and final payment made, or (ii) five years after the resolution of any litigation or audit finding, whichever is longer.

## **PROPOSAL SUBMISSION REQUIREMENTS**

**Proposal Components** To achieve a uniform review process and to obtain a maximum degree of comparability, the County requires that proposals be submitted with an original proposal and one copy. The proposals should contain a Table of Contents and be divided into the five (5) sections below:

**All proposals must include the following components:**

<b>Section</b>	<b>Topic</b>
1	Firm Profile
2	Executive Summary
3	Project Services, Related Experience, and References
4	Cost Proposal
5	RFP Instruction Compliance/Required Forms

## **Submittal Components**

### **1. Firm Profile Section**

This section shall include:

- The firm's name, email address, business address, phone number and fax number
- Types of services and products offered
- Number of years in business
- Information on pending or past litigation in which the firm has been involved
- Number of employees
- The location of the offices that would provide the project services
- A brief statement of the firms' background, demonstrating longevity and financial

stability

- A brief statement of the firm's understanding of the project
- The name, title, phone number, email address, who will serve as the contact person
- Highlights of the firm's qualifications and ability to perform the project services

## **2. Executive Summary Section:**

This section should introduce key personnel that will work on projects related to federal funding with the County and Additional County and Cities (if applicable). Only submit resumes of those who will actually be assigned to work with the County and Additional County and Cities (if applicable). Include a brief resume for each team member that includes:

- History and specific experience in applying for and managing federally and/or State funded local public works projects.
- Include a description for each assigned personnel that demonstrates capabilities in project services, and experience with government entities and grant programs.
- Education and professional license information;□and
- Outline his or her specific areas of responsibility (administration, design, inspection, financial, management, labor standards, environmental review, etc.) and team leaders.

## **3. Project Services and Related Experience:**

In this section, describe the Respondent's expertise with the methods necessary to perform the management services requested in this document:

- Include any recent experience in applying for and managing federally funded local public works projects and public service projects.
- Demonstrate at least five (5) years of experience by the firm or entity in the applicable project area.
- Demonstrate successful experience in coordinating with Federal, State and Local emergency agencies, citing the disaster event such as COVID, project scope of the engagement and funding outcomes for the affected local government.
- Provide information related to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- References and contact information of recent work relevant to the scope of the project to be worked on as requested in this RFP. **Minimum of three (3) relevant references.**
- The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

## **4. Cost Proposal**

Provide your cost proposal to accomplish the scope of work. Please submit hourly rates for each job classification required to perform the scope of work based on the current estimate. Include any and all services fees that may be associated with these services. Respondents can present a percentage of the applicable award but must also include hourly rates.

## **5. RFP Instruction Compliance/Required Forms**

Complete, execute and submit all forms as required. Include copies of Licensures, SAMS



Record Search, copies of insurance coverage, etc. if applicable.

All forms must be completed including:

- **Respondent References**
- **Certification of Eligibility**
- **RFP Signature Form**
- **Certification of Lobbying**
- **Position and Hourly Rates Classification Form**

## **VENDOR REFERENCES**

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### **REFERENCE ONE:**

GOVERNMENT NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

### **REFERENCE TWO:**

GOVERNMENT NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:



**REFERENCE THREE:**

GOVERNMENT NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

**CERTIFICATION OF ELIGIBILITY**

By submitting an RFP in response to this solicitation, the Respondent certifies that at the time of submission, it has a DUNS number and is not on the federal government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of RFP submission and time of award, the Respondent will notify the County in writing. Failure to do so may result in termination of contract for default.

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

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**Print Name and Title**

**RFP SIGNATURE FORM**

The undersigned, on behalf of and as the authorized representative of Respondent, agrees:

1. This Statement of Submission becomes the property of the County after the official opening.
2. It has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. If this Statement of Submission is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Scope of Work. The period for acceptance of this Statement of Submission will be (90) calendar days.

The undersigned Respondents are duly authorized to execute a contract with the County and Additional Counties and Cities (if applicable) and that this RFP has not been prepared in collusion with any other Respondent, nor any employee of County and Additional Counties and Cities (if applicable), and that the contents of this RFP has not been communicated to any other potential Respondent or to any employee of the County and Additional Counties and Cities (if applicable) prior to the official opening of this

Proposal.

On behalf of the Respondent, the undersigned has read and does understand the scope of work and any attachments contained in this solicitation.

*Failure to sign and return this form could result in the rejection of the entire submission.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGAL NAME AND ADDRESS OF RESPONDENT:**

Name \_\_\_\_\_

President's or equivalent's name: \_\_\_\_\_

Main Office Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Corporation organized and existing under the laws of the State of \_\_\_\_\_

Partnership consisting of \_\_\_\_\_

Individual trading as \_\_\_\_\_

Principal offices are in the city of \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

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Printed Name and Title of Contractor's Authorized Official

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Date Signed

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## POSITION AND HOURLY RATES CLASSIFICATION FORM

### *General Positions*

POSITION	JOB DESCRIPTION	HOURLY RATE
Project Executive		
Project Manager		
Senior Federal Funding Management Specialist		
Federal Funding Management Specialist		
Senior Engineer/Planner/Analyst		
Engineer/Planner/Analyst		
Administrative Assistant		
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		

### *Other Required Positions*

POSITION	JOB DESCRIPTION	HOURLY RATE
Long-Term Community Recovery Subject Matter Expert	Provides expert planning, project development and grant program management services for community and economic development, infrastructure, housing, disaster recovery.	
Policy Advisor	Provides policy development, analysis and compliance advisory consulting services for current and recently enacted legislation to inform decisions and recommendations for local program implementation.	
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		

Signature of Contractor's Authorized Official

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Printed Name and Title of Contractor's Authorized Official

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Date Signed

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TO: Jonesboro Sun

Please publish the following notice two (2) times, on March 26, 2022 and April 9, 2022

### NOTICE: REQUEST FOR PROPOSALS

Craighead County, Arkansas is interested in acquiring nonexclusive professional and consultant services from a firm or entity with at least five (5) years' experience and necessary qualifications to provide the County with services in connection with federal funding from or directly originating with the federal government, including but not limited to funding from the American Rescue Plan (ARP). The scope of the work sought is generally as follows:

To provide non-exclusive guidance, administration, record keeping, and performance of the necessary work to Craighead County, Arkansas in the eligibility, expenditure, administration, and reporting of federal funding from or directly originating with the federal government, and anticipated contracts which may include the host of contracts and programs available under the ARP and other federal spending initiatives, in particular projects for:

Water improvements, sewer improvements, broadband, and industrial parts; Facilitating small purchase agreements, competitive negotiations, public participation; Conducting public hearings; Organizing community participation plans; Financial management and accounting systems for projects; Categorizing eligible costs; Environmental review; Ensuring compliance with federal laws and authorities, such as: historic preservation, flood plain management, wetlands protection, endangered species, air quality, farm lands protection, environmental justice, EPA environmental standards, Corps of Engineers Permits; Facilitating acquisitions of right of way and easements; Construction management; Facilitating bidding and contract award processes, Labor standards; Compliance with the Davis-Bacon Act; Reporting and auditing related activities including: maintaining physical records at offices, conducting necessary reports, providing necessary documentation for audits; Conducting the close out of projects; and the administration and management of federal funds.

This submission in response to the request must include experience, expertise, qualifications, and financial and technical capacity in those matters and as well information regarding administration, recordkeeping, consultation, reporting, performance, and record keeping in connection to federal contracts, funds, programs, grants, or disaster relief. As described in 2 CFR § 200.320, contracts will be awarded to the responsible offeror whose proposal is most advantageous to the County, with price and other factors considered. Additional considerations include contractor integrity, compliance with public policy, record of past performance, and financial and technical resources as described in 2 CFR § 200.318. In procurement under a federal award, the County (and additional Counties and Cities, if applicable) follow the procurement standards referred to in 2 CFR § 200.317.

Any County that engages these services will be provided access to the service providers full range of knowledge, experience, and tools in the use of federal funding from or directly originating with the federal government and in federal, state, and county government processes, budgeting, expenditures, reporting, recordkeeping, and internal controls. With cost as a consideration in the award of contracts, as described per 2 CFR § 200.318, the submittal must include the proposed costs for performing the work sought by Craighead County, Arkansas. The submittal must also include a description detailing the five (5) or more years of experience the firm or entity has in the project area. The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

All interested parties must submit their sealed RFP package response to:

Hon. Marvin Day, Craighead County Judge  
511 Union, Room 119  
Jonesboro, AR 72401

All responses must be received no later than 2:00 PM local time on April 26, 2022

All responding firms will be notified of the award.

The outside of the sealed envelope must be marked “RFP – 2022-12”.

Invitations to bid may be obtained from the County Judge’s Office.

The bid opening will occur at the Craighead County Judge’s office, 511 Union, Room 119, Jonesboro, AR on Tuesday, April 26, 2022 at 2 PM, local time.

The solicitation conference will occur at the County Judge’s office, 511 Union, Room 119, Jonesboro, AR on Tuesday, April 5, 2022 at 2 pm, Central time.

Any other questions regarding this request may be directed to the County Judge’s office in writing through email or traditional mail. The email for the County Judge’s office is as follows: [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org) Craighead County reserves the right to reject any or all responses received.

Bid specifications are currently available on the Craighead County website at <https://craigheadcountyar.gov/businesses/bids-and-auctions>

## FEDERAL PROCUREMENT METHODS AND PURCHASING AMOUNT CHART

Methodology	Dollar Threshold	Requirements
Micro	\$0 – \$10,000	<ul style="list-style-type: none"> <li>No bid or quote required if price is considered to be reasonable. Reasonableness could be determined by comparing the price to past purchases or other published prices and/or requesting prices from more than one vendor.</li> <li>Distributed equitably among a range of qualified vendors when practical</li> </ul>
Small	\$10,001 – \$250,000	<ul style="list-style-type: none"> <li>Price or rate quotes must be obtained from adequate number of sources (at least two)</li> <li>Can be informal, e.g., phone call or web search</li> <li>All quotes, including phone calls, web searches, etc., must be documented and kept on file</li> <li>Price does not need to be deciding factor, but all quotes need to be kept in procurement records</li> </ul>
Sealed bid	Greater than \$250,001	<ul style="list-style-type: none"> <li>Used when selection of successful bidder can be made principally on the basis of price</li> <li>Bids must be solicited from an adequate number of known suppliers, providing sufficient response time</li> <li>Local Gov. must publicly advertise bids</li> <li>Invitation for bids must define the items or services in order for bidders to properly respond</li> <li>All bids will be opened at time and place prescribed in invitation. Local and tribal governments must be opened publicly.</li> <li>Firm fixed price contract made in writing to the lowest responsive and responsible bidder</li> </ul>



Methodology	Dollar Threshold	Requirements
		<ul style="list-style-type: none"> <li>Any or all bids may be rejected if there is a sound documented reason</li> </ul>
Competitive proposal	Greater than the simplified acquisition threshold: \$250,001 and greater	<ul style="list-style-type: none"> <li>Must be publicized and identify all evaluation factors and their relative importance</li> <li>Must be solicited from an adequate number of qualified sources</li> <li>Must have a written method for conducting technical evaluations of the proposals and selecting recipients</li> <li>Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered</li> </ul>
Noncompetitive proposal (sole source)	Greater than micro-purchase threshold: \$10,000 and greater	<ul style="list-style-type: none"> <li>May be used only when the item is available only from a single source, the public exigency or emergency will not permit a delay resulting from competitive solicitation, federal awarding agency or pass-through entity expressly authorizes its use in response to a written request, or after solicitation of a number of sources competition is determined inadequate</li> <li>Justification of the use of noncompetitive proposal must be documented</li> <li>Any research on availability from multiple sources must be documented</li> <li>Documentation of authorization must be retained</li> <li>Any initial solicitations from multiple sources which are concluded to be inadequate, and such reasoning, must be documented</li> </ul>

If publication is necessary and/or decided as a matter of preference, publish the following or like notice once (1).

TO: Jonesboro Sun

#### NOTICE: REQUEST FOR PROPOSALS

Craighead County, Arkansas is interested in acquiring nonexclusive professional and consultant services from a firm or entity with at least five (5) years' experience and necessary qualifications to provide the County with services in connection with federal funding from or directly originating with the federal government, including but not limited to funding from the American Rescue Plan (ARP). The scope of the work sought is generally as follows:

To provide non-exclusive guidance, administration, record keeping, and performance of the necessary work to Craighead County, Arkansas in the eligibility, expenditure, administration, and reporting of federal funding from or directly originating with the federal government, and anticipated contracts which may include the host of contracts and programs available under the ARP and other federal spending initiatives, in particular projects for:

Water improvements, sewer improvements, broadband, and industrial parts; Facilitating small purchase agreements, competitive negotiations, public participation; Conducting public hearings; Organizing community participation plans; Financial management and accounting systems for projects; Categorizing eligible costs; Environmental review; Ensuring compliance with federal laws and authorities, such as: historic preservation, flood plain management, wetlands protection, endangered species, air quality, farm lands protection, environmental justice, EPA environmental standards, Corps of Engineers Permits; Facilitating acquisitions of right of way and easements; Construction management; Facilitating bidding and contract award processes, Labor standards; Compliance with the Davis-Bacon Act; Reporting and auditing related activities including: maintaining physical records at offices, conducting necessary reports, providing necessary documentation for audits; Conducting the close out of projects; and the administration and management of federal funds.

This submission in response to the request must include experience, expertise, qualifications, and financial and technical capacity in those matters and as well information regarding administration, recordkeeping, consultation, reporting, performance, and record keeping in connection to federal contracts, funds, programs, grants, or disaster relief. As described in 2 CFR § 200.320, contracts will be awarded to the responsible offeror whose proposal is most advantageous to the County, with price and other factors considered. Additional considerations include contractor integrity, compliance with public policy, record of past performance, and financial and technical resources as described in 2 CFR § 200.318. In procurement under a federal award, the County (and additional Counties and Cities, if applicable) follow the procurement standards referred to in 2 CFR § 200.317.

Any County that engages these services will be provided access to the service providers full range of knowledge, experience, and tools in the use of federal funding from or directly originating with the federal government and in federal, state, and county government processes, budgeting, expenditures, reporting,

recordkeeping, and internal controls. With cost as a consideration in the award of contracts, as described per 2 CFR § 200.318, the submittal must include the proposed costs for performing the work sought by Craighead County, Arkansas. The submittal must also include a description detailing the five (5) or more years of experience the firm or entity has in the project area. The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

All interested parties must submit their sealed RFP package response to:

Hon. Marvin Day, Craighead County Judge  
511 Union, Room 119  
Jonesboro, AR 72401

All responses must be received no later than 2:00 PM, local time on April 26, 2022

All responding firms will be notified of the award.

The outside of the sealed envelope must be marked “RFP – 2022-12”.

Invitations to bid may be obtained from the County Judge’s Office.

The bid opening will occur at the County Judge’s office, 511 Union, Room 119 on Tuesday, April 26, 2022, at 2 PM, local time.

The solicitation conference will occur at the County Judge’s office, 511 Union, Room 119, Jonesboro, AR on Tuesday, April 5, 2022 at 2 pm, Central time.

Any other questions regarding this request may be directed to the County Judge’s office in writing through email or traditional mail. The email for the County Judge’s office is as follows: [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org). Craighead County reserves the right to reject any or all responses received.

Bid specifications are currently available on the Craighead County website at <https://craigheadcountyar.gov/businesses/bids-and-auctions>

**Addendum** – Amendment to “Proposal Requirements” as follows:

Respondents shall send two (2) sets of **SEALED** proposals: one with original signatures and one copy. **The envelopes shall be marked “RFP—2022-12”** and mailed or hand delivered to the address under “Return Response To” on page 1 by the closing date and time specified. Bids will be accepted by email to [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org). **A facsimile transmission is not an acceptable response to this RFP Process and shall not be considered.** All proposals must be **received** by Craighead County by the time and date set forth on page 1 and **at the location set forth above.**

# **Craighead County, AR**

## **REQUEST FOR PROPOSALS (RFP)**

RFP for Services in Connection with Federal Funding from or Directly Originating with the Federal Government

### **CLOSING DAY AND TIME**

**Sealed response must be received no later than:**

**2:00 PM Central Time, April 26, 2022**

**MARK ENVELOPE:** RFP – 2022 – 12

### **RETURN RESPONSE TO:**

Hon. Marvin Day, Craighead County Judge  
511 Union, Room 119  
Jonesboro, AR 72401

### **All Responding Firms Will Be Notified of the Award**

Craighead County, Arkansas, is seeking proposals from competent service provider(s) to assist the County in the overall management of its activities drawing on federal funding, including but not limited to funding and grants under the American Rescue Plan (ARP). Awarded Respondent(s) will work with County staff and the Attorney for the County (if applicable) to provide non-exclusive guidance, general administration, record keeping, and management of the federal funding for the County (and Additional Counties and Cities, if applicable). Awarded Respondent(s) will also provide non-exclusive performance of the necessary work to the County (and any Additional Counties and Cities, if applicable). This may include a wide range of services including those mentioned in the scope of work.

This project (Check one) \_\_\_\_\_ Does   X   Does Not include Additional Counties and Cities joining with Craighead County, Arkansas.

This proposal could possibly include (check one):

  X   Does        Does Not include proposals for eligible public works construction projects for water and/or sewer, acquisition of rights of way easements, industrial parts, construction management, conducting the close out of projects, and ensuring compliance with federal law and authorities which may include: SHPO Section 106 historic preservation, the Davis-Bacon Act, Corp of Engineers Permits, labor standards, construction management, environmental review, flood plain management, farmlands protection, wetlands protection, endangered species, air quality, environmental justice, and EPA environmental standards.

This project (Check one)   X   Does        Does Not include proposals for broadband construction.

This project (Check one)   X   Does        Does Not include facilitating small purchase agreements, competitive negotiations, bidding, contract award processes, and public participation.

This project (Check one)   X   Does        Does Not include conducting public hearings or organizing community participation plans.

This project (Check one)   X   Does        Does Not include financial management and accounting systems for projects, categorizing eligible costs, the administration and management of federal funds, and reporting and auditing related activities including: maintaining physical records at offices, conducting necessary reports, and providing necessary documentation for audits.

This project (Check one)   X   Does        Does Not include a solicitation conference to be held before the opening of bids to provide information to the prospective bidders.

  X   Does        Does Not include programmatic and financial management of any sub-recipients (bid preparation and scoring, risk assessment, contracting, monitoring, project management, subaward reporting, audit review, and close-out processes).

The submission in response to the RFP must include demonstratable experience of at least five (5) years, expertise, qualifications, and financial and technical capacity in all of those matters as well as regarding: administration, recordkeeping, reporting, consultation, and performance in connection to federal contracts, funds, programs, grants, or disaster relief. As per 2 CFR § 200.318, the submittal must include the proposed costs for performing the work sought by Craighead County, Arkansas (and any Additional Counties or Cities, if applicable). The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

## **RFP INSTRUCTIONS AND PROCESSES**

### **Proposal Requirements**

Respondents shall send two (2) sets of **SEALED** proposals: one with original signatures and one copy. **The envelopes shall be marked “RFP—2022-12”** and mailed or hand delivered to the address under “Return Response To” on page 1 by the closing date and time specified. **A facsimile or email transmission is not an acceptable response to this RFP Process and shall not be considered.** All proposals must be **received by** Craighead County by the time and date set forth on page 1 and **at the location set forth above.**

### **Late Proposals**

The County will **not** accept late proposals. Each Respondent is responsible for ensuring that responses to this RFP have been delivered by the date, time, and to the location as specified in this RFP. The receipt of the responses submitted will be acknowledged as received only, and that does not constitute any acceptance on behalf of the County. Any responses received after the date and time set for in this RFP document will not be accepted and will be returned to the late Respondent unopened.

### **Mail and Other Delivery Service Providers**

Regardless of the date of postmark, the Respondent shall be responsible for actual delivery of the RFP to the specific designated location in the County before the advertised due date and time. If mail or other delivery service is delayed for any reason or the internal mail system of the County is delayed beyond the date and time set for the RFP opening, a bid will not be considered and will be returned to Respondent unopened.

### **Public Bid Opening**

Responses will be received and publicly acknowledged at the bid opening. Respondents, their representatives and interested persons may be present. Only the names of the vendors who submitted a response will be read aloud – all other information will remain confidential until a contract, if any, is awarded.

### **Questions-Contact Information**

Respondents are encouraged to review this entire RFP document. All questions regarding the RFP must be in writing and sent to the County via email to Marvin Day at [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org). Questions must be received at least 48 hours prior to bid opening. All questions received and their answers shall be posted online and emailed to participating Respondents so that all potential Respondents may see them.

### **Evaluation Process and Award of Contract**

After public opening of bid submissions, the County will award the winning submission to the responsible offeror whose proposal is most advantageous to the County (and any Additional Counties and Cities, if applicable). This is required as per 2 CFR § 200.320.

As per 2 CFR § 200.320, the RFP must contain all evaluation factors and their relative importance to the contract award decision. In determining the responsible offeror whose proposal is most advantageous to the County (and any Additional Counties and Cities, if applicable), price is a factor in the consideration. Other factors are also to be considered. These additional factors are listed in 2 CFR § 200.318 and are follows: contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The following evaluation factors are ranked by percentage by the County according to their importance to the contracting decision:

10% Experience and Qualifications

25% Record of Past Performance

10% Financial and Technical Resources

10% Price of performance

10% Contractor Integrity

10% Compliance with Public Policy

25% Price

The County reserves the right, at its sole discretion, to determine if pursuing any contract negotiations or award is in the best interest of the County as a result of this RFP.

## **TERMS and CONDITIONS**

### **Contracting Authority**

Only the chief executive officer of the County, the County Judge, may legally enter into any type of agreement or contract on behalf of the County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of the County, or to agree to any type of supplemental agreements or contracts for goods or services.

### **Disadvantaged Business Enterprise (DBE)**

The County is committed to developing, establishing, maintaining, and enhancing Disadvantaged Business Enterprise (DBE) involvement in the procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition of work remains the ultimate standard in contractor, sub-contractor, vendor service, professional service, and supplier utilization. Small and minority businesses, and women's business enterprises are encouraged to participate in this RFP.

### **Cost of Preparation**

Costs of preparation of a response to this RFP are solely those of the Respondent. This includes, but is not limited to, any expenses incurred for interviews, presentations, or negotiations.

### **Confidentiality During Evaluation Process**

All documents submitted as part of the Respondent's submission will be deemed confidential during the evaluation process.

### **Rejection of Responses**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal from a responsible offeror which, in its sole judgment based on the listed evaluation factors, is the most advantageous to the County (and any Additional Counties and Cities, if applicable), or to award a contract to the next most qualified Respondent as deemed necessary for competition and allowable by law.



### **Estimated Value of Services**

An estimated value of the services sought from Respondent(s) is between one (1) 1% to five (5) 5% of the Counties' total federal funding allotment for the subject proposed projects, including funding from the American Rescue Plan, of \$21.4 million over the life of the specific allotment for the proposed projects.

### **Compliance with RFP Terms**

Respondents are cautioned that exceptions to these terms, conditions, and attachments may result in rejection. Failure to meet the requisite qualifications and experience may result in rejection. Any awarded Respondent will be expected to execute a contract separate from this document. This document will be included as part of the contract.

### **Confidentiality**

Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential, to the extent allowable, in the Arkansas Freedom of Information Act (FOIA). Pricing information is not considered to be confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." Please be advised that the County cannot and will not make any agreement to withhold information from the public that is contrary to the Counties responsibility under the FOIA.

### **Non-responsive / Proposal Rejections**

Proposals may be deemed non-responsive, among other reasons, for any of the following reasons:

1. Proposals containing inconsistencies
2. Unbalanced value of terms:
3. Reason for believing collusion exists among the Respondents.
4. Reasonable grounds for believing that any Respondent is interested in more than one submission for the work contemplated.
5. The Respondent being interested in any litigation against the County (or Additional Counties and Cities, if applicable)
6. The Respondent is in arrears on any existing contract or having defaulted on a previous contract.
7. The Respondent shall not owe delinquent property tax or occupation tax
8. Respondent's past performance record
9. Limited competition
10. Lack of competency (responsibility)
11. Respondent is listed on the Excluded Parties Listing maintained by the System of Award Management ([www.sam.gov](http://www.sam.gov)) or its successor.
12. Failure to meet requisite qualifications and experience.



## PROPOSED SCHEDULE

This is a proposed schedule. The County reserves the right to change or extend the dates listed below at any time:

- |   |                                   |
|---|-----------------------------------|
| a. RFP Issue Date   | March 26, 2022                    |
| b. Solicitation Conference  | April 5, 2022 at 2 PM, local time |
| c. RFP Submission Proposal Deadline   | April 26, by 2:00 PM, local time  |
| d. RFP Evaluation and Interviews if required                                  | April 27 – May 11, 2022           |
| e. Anticipated Start Date   | May 23, 2022                      |
| f. Contracts are subject to the appropriation of funds<br>by the Quorum Court |                                   |

## SCOPE OF SERVICE

Respondent shall **not** be responsible for physically handling the County's bank account or actual funds. The Respondent shall review and notify the County when it is proper to pay a bill/invoice.

### **Any awarded Respondent will be tasked with the following:**

1. Comprehensive guidance, administration, record keeping, and performance of the necessary work in the eligibility, expenditure, administration, and reporting of federal funding from or directly originating with the federal government, and anticipated contracts which may include the host of contracts and programs available under the ARP and other federal spending initiatives in compliance with the Treasury Federal Regulations, Guidance and FAQ's, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other applicable laws, regulations, guidance and FAQ's;
2. Research, develop and prepare grant applications and/or other public assistance documents as needed.
3. Collaborate with the County on project formulation; information gathering, and project development.
4. Develop program guidelines, policies, written procedures, implementation plans or other pertinent documents.
5. Serve as the Point of Contact with the County Treasurer and County Judge.
6. Ensure that proper financial management and internal controls are developed and implemented for prevention of fraud and abuse.
7. Review and assist with processing payment requests, determining allowable and eligible costs, compliance with federal regulations and guidance.
8. Assist with and/or present at public hearings or meetings in conjunction with the County.
9. Assist in responding to Requests for Information or documentations from U.S. Department of the Treasury or other federal or state agencies.
10. Provide, at a minimum, monthly project status reports and management reports.
11. Provide procurement documents and assistance, including but not limited to preparing and writing requests for qualifications, request for proposals, or other applicable procurement processes for identified projects that align with the specific federal funding in compliance with federal and state law **as per 2 CFR § 200.319, Respondents awarded and tasked with any of these specific responsibilities are excluded from competing for such procurements.**
12. Report management including entering information in the grant portal and final reporting, or

- any similar procedure required for the specific federal funding.
13. Review, advise and assist with the management of the closeout process.
  14. Handle subaward procurement, risk assessment, management, administration, monitoring and close-out.
  15. Coordinate with the County's financial staff on project-specific cost accounting and tracking.
  16. Assist with any and all audit services and resolve any requests for information, justification, audit findings, and eligibility appeals.
  17. Document labor compliance and Domestic Preference in Procurement when applicable.
  18. Maintain records that document that the costs of the management of federal funding is reasonable.
  19. Provide post-award federal funding administration and close-out.
  20. Providing services in water improvements, sewer improvements, broadband, industrial parts, and closing out projects.
  21. Facilitating small purchase agreements, competitive negotiations, and public participation.
  22. Conducting public hearings.
  23. Organizing community participation plans.
  24. Financial management and accounting systems for projects.
  25. Categorizing eligible costs.
  26. Providing services and conducting environmental review.
  27. Ensuring compliance with federal laws and authorities such as: historic preservation, flood plain management, wetlands protection, endangered species, air quality, farmlands protection, environmental justice, EPA environmental standards, the Davis-Bacon Act, labor standards, and Corps of Engineers Permits.
  28. Facilitating acquisitions of right of way and easements.
  29. Providing services related to construction management.
  30. Facilitating bidding and contract award processes.
  31. Providing services related to reporting and auditing related activities including - maintaining physical records at offices, conducting necessary reports, and providing necessary documentation for audits.
  32. Providing services related to the administration and management of federal funds.

## **SPECIAL CONDITIONS**

Federal funding and appropriations are subject to a variety of required statutes, regulations, and contract and procurement clauses. It is the responsibility of a Respondent to be aware of and comply with those requirements. The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount involved with the contract. The provisions below are common to federal funding and appropriations, including grants:

### **1. Publication and Advertisement**

**NOTE: It is recommended that the County (and any Additional Counties or Cities, if applicable) advertise and provide notice of the Request for Proposal at least one (1) time in at least one (1) legal newspaper having general circulation in the County and by posting on electronic media.**

As per 2 CFR § 200.320, whenever the value of a procurement for property or services under federal financial assistance is greater than the Simplified Acquisition Threshold (SAT) or greater than a lower threshold established by a "non-federal entity," **formal procurement methods must** be used. As per 48 CFR § 2.101, the SAT is set at \$250,000, with a few exceptions applicable to

mainly federal activities. As a general rule, the SAT will be \$250,000. State thresholds may vary for different types of services and activities, and this should be researched by the County.

While **formal procurement methods** must be used whenever the value of the procurement for property and services under federal assistance is greater than the SAT (typically \$250,000) or greater than a lower threshold established by a “non-federal entity,” federal regulations further suggest that if the value of the procurement for property and services under federal assistance is less than or equal to the SAT (typically \$250,000) or a lower threshold established by a non-federal entity, **formal procurement methods** are not required. **Informal procurement methods** may be used. A list of **informal procurement methods** and their requirements are summarized later in this document.

NOTE: A sample advertisement template, if applicable, has been provided later in this document for use by the County.

## 2. **Environmental Regulations**

Contracts over **\$150,000** require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R. Part 200, Appendix II.

## 3. **Remedy for Breach or Violation of Contract by Contractor**

A. The requirements of this paragraph shall only apply if the Contract exceeds \$250,000. Further, to the extent that a right or obligation in this paragraph “e” conflicts with a right or obligation in the Contract, the right or obligation in the Contract shall prevail.

B. The County shall provide written notice to Contractor of any breach or violation of the Contract describing with particularity the contract provision that has been breached or violated. Upon receipt of a notice of breach or violation from the County, Contractor shall within ten days: (i) contest that such breach or violation has occurred; or (ii) cure such breach or violation to the satisfaction of County. If Contractor contests that the breach or violation has occurred within ten days, the Parties will follow the dispute resolution process described in paragraph 26 of the contract. If Contractor fails to contest that the breach or violation has occurred or cure the same to the satisfaction of the County within ten days, County may terminate this Contract immediately, in addition to every other remedy that the County may have at law or equity.

## 4. **Termination**

The requirements of this paragraph shall only apply if the Contract exceeds \$10,000. Further, to the extent that a right or obligation in this paragraph conflicts with a right or obligation in the Contract, the right or obligation in the Contract shall prevail.

A. ***Automatic Termination.*** This Contract will automatically terminate if the federal funding for the Contract is disapproved, discontinued, or disallowed for any reason. County will promptly provide notice of automatic termination to Contractor. Automatic termination will be treated as a termination for convenience under the paragraph labeled as such below.

**B. *Termination for cause.*** This Contract may be terminated by either Party for failure to comply with the terms herein. Except as described in the first Remedies paragraph above, termination for cause procedures shall follow the process described in paragraph B of the Remedies section above.

**C. *Termination for convenience.*** This Contract may be terminated by County for convenience upon written notice to Contractor. Upon delivery of termination notice, the Parties shall have no further liability to each other, provided that (i) County shall timely pay Contractor for unpaid work completed prior to the delivery of notice of termination; (ii) County shall timely reimburse Contractor for unreimbursed costs incurred for work that is not yet complete; (iii) County shall pay Contractor for costs of demobilization and calculation of costs; and (iv) County shall pay Contractor a termination fee equal to five percent (5%) of the difference between the Contract amount and all amounts paid by County for work performed pursuant to the Contract as representative of lost profits.<sup>1</sup> Upon receipt of termination notice, Contractor shall make reasonable effort to mitigate Counties costs of termination and calculate amounts owed by County. Without regard to termination, all material and supplies purchased for County under the Contract shall be and remain property of the County.

## **5. Equal Employment Opportunity**<sup>2</sup>

During the performance of the Contract, Contractor:

A. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. Will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge,

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<sup>1</sup> Termination fee = .05 x (total Contract amount – payments made or owed by County under paragraph 3.C(i)-(iii))

<sup>2</sup> 41 CFR § 60-1.4(b)

in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. Will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. Will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. Will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. Acknowledges that in the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract, as amended, or with any of the said rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. Will include the requirements and acknowledgements this paragraph 4 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. Will be bound by the equal opportunity requirements found in this paragraph 4 with respect to its own employment practices when it participates in federally assisted construction work.

J. Will assist and cooperate actively with the County and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the County and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

K. Will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal

opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

6. **Davis-Bacon Act**<sup>3</sup>

Per guidance of the US Treasury Department, the Davis-Bacon Act requirements do not apply to public works construction projects funded solely by the Rescue Plan and under \$10,000,000. Nevertheless, for projects over \$10,000,000, contractors must provide *either* certification under the Davis-Bacon Act *or* a project employment impact report. Thus, if the Contract exceeds \$10,000,000, the Contractor shall comply with either paragraph A or paragraph B of below.

A. *Davis Bacon Certification.* During the performance of the Contract, the Contractor:

(1) Shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor and the laborers and mechanics.

(2) Will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

(3) Will not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(4) Acknowledges that the County may withhold from the Contractor so much of accrued payments as the County considers necessary to pay to laborers and mechanics employed by the Contractor or any subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or subcontractors or their agents.

(5) Acknowledges that if the County finds that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by the Contract has been or is being paid a rate of wages less than the rate of wages required by the Contract to be paid, the County or federal government by written notice to the Contractor may terminate the Contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The County or federal government may have the work completed, by contract or otherwise, and the Contractor and the Contractor's sureties shall be liable for any excess costs of completion.

(6) Will include the requirements and acknowledgements of this paragraph 5 A in every subcontract.

B. *Project employment and local impact report.* During the performance of the Contract, the Contractor shall submit a project employment and local impact report detailing:

(1) The number of employees of contractors and sub-contractors working on the project.

(2) The number of employees on the project hired directly and hired through a third party.

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<sup>3</sup> 40 U.S.C. § 3141-3148



- (3) The wages and benefits of workers on the project by classification; and
- (4) Whether those wages are at rates less than those prevailing.

#### **7. Contract Work Hours and Safety Standards Act<sup>4</sup>**

The requirements of this paragraph 6 shall only apply if the Contract exceeds \$100,000. During the performance of the Contract, the Contractor:

- A. Will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- B. Will not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- C. The requirements of this paragraph 6 shall not apply to contracts for materials only.

#### **8. Collective Bargaining**

The requirements of this paragraph 7 shall only apply if the Contract exceeds \$10,000,000. Contractor shall *either*:

- A. Provide a certification that the Contract will utilize a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act<sup>5</sup>; or
- B. Provide a project workforce continuity plan, detailing:
  - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project.
  - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
  - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; and
  - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market.

#### **9. Rights to Inventions Made Under a Contract<sup>6</sup>**

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this

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<sup>4</sup> 40 USC 3701-3708

<sup>5</sup> 29 USC 158(f)

<sup>6</sup> 37 C.F.R. § 401

Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and take such actions as are required by federal law regarding inventions described in this paragraph 6. The provisions of this paragraph 6 shall not apply to a contract made for educational purposes.

#### **10. Clean Air Act and the Federal Water Pollution Control Act<sup>7</sup>**

The requirements of this paragraph 9 shall only apply if the Contract exceeds \$150,000. The Contractor shall, in the performance of the Contract, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Contractor acknowledges that violations of this paragraph must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **11. Debarment and Suspension<sup>8</sup>**

Contractor hereby warrants and affirms that Contractor is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) or such successor system of identification that may be adopted for identification of parties in federal contracts. Contractor shall not contract with a contractor listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) to perform any part of this Contract.

#### **12. Byrd Anti-Lobbying Amendment<sup>9</sup>**

The requirements of this paragraph 11 shall only apply if the Contract exceeds \$100,000. Contractor hereby warrants and affirms that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor will include the requirements of this paragraph in the contract of any subcontractor performing more than \$100,000 of work.

#### **13. Procurement of recovered materials<sup>10</sup>**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource

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<sup>7</sup> 42 U.S.C. § 7401-7671 and 33 U.S.C. § 1251-1387, respectively.

<sup>8</sup> See EO 12549 and 12889.

<sup>9</sup> 31 U.S.C. 1352

<sup>10</sup> 2 C.F.R. § 200.323



recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. Prohibition on certain telecommunications and video surveillance services or equipment**<sup>11</sup>

As provided by Public Law 115-232, section 889, Contractor shall not use telecommunications services or equipment from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of those entities.

**15. Domestic preferences for procurement**<sup>12</sup>

Contractor shall, to the greatest extent practicable, provide goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this paragraph:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**16. Uniform Relocation Assistance and Real Property Acquisition Act of 1970**<sup>13</sup>

Contractor shall identify any real property to be acquired under the Contract that will cause the displacement of individuals, families, businesses or farm operations.

**17. Civil Rights.**<sup>14</sup>

Contractor acknowledges and agrees to comply with, and to require any contractors, subcontractors, successors, transferees, and assignees to comply with the following:

A. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

B. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency

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<sup>11</sup> 2 C.F.R. § 200.216

<sup>12</sup> 2 C.F.R. § 200.322

<sup>13</sup> 42 U.S.C. 4601 – 4655.

<sup>14</sup> 42 U.S.C. § 2000d et seq.

(LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

C. Contractor agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

D. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

E. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances A -D above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between/among the County, contractors, subcontractors, successors, transferees, and assignees:

"The contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

## **18. Fair Housing**

In performance of the Contract, Contractor shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968<sup>15</sup>, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

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<sup>15</sup> 42 U.S.C. §§ 3601 et seq.

## **19. Age Discrimination**

In performance of the Contract, Contractor shall comply with the Age Discrimination Act of 1975<sup>16</sup>, as amended, and Treasury's implementing regulations<sup>17</sup>, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

## **20. Americans with Disabilities**

In performance of the Contract, Contractor shall comply with Title II of the Americans with Disabilities Act of 1990<sup>18</sup>, as amended, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

## **21. False Statements**

Contractor understands that making false statements or claims in connection with this Contract may constitute a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

## **22. Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

## **23. Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), County encourages Contractor to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

## **24. Relationship of Parties**

The Parties are independent, and neither party is the agent, joint venturer, partner, or employer of the other. Any consultant services rendered pursuant to this Contract by Contractor shall be as an independent contractor and not as an agent or employee of the County or an Additional County and City (if applicable), who shall not withhold taxes of any kind nor make any deductions for the compensation stated herein.

## **25. Disclosure of Personally Identifiable Information**

Contractor shall not disclose any confidential or Personally Identifiable information (PII) acquired by Contractor during the course of the Contract without the prior written consent of County and Additional Counties and Cities (if applicable), either during the term of the Contract, or in the event of termination of the Contract for any reasons whatsoever. Contractor agrees to abide by

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<sup>16</sup> 42 U.S.C. §§ 6101 et seq.

<sup>17</sup> 31 C.F.R. Part 23

<sup>18</sup> 42 U.S.C. §§ 12101 et seq.

applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects. Contractor shall take reasonable efforts to safeguard against the disclosure of PII and shall upon termination of the Contract destroy all PII obtained.

## **26. Copyright/Intellectual Property**

All materials, Inventions, or deliverables produced as a result of this contract will constitute "work made for hire," and County and Contractor will possess shared copyright, title, and interest in all such materials. As a general principle, subject to the rights of the federal government and with respect to any subject, invention, material, or deliverable in which County and/or Contractor retains title resulting from this Contract, the federal government shall have a nonexclusive, nontransferable, irrevocable paid-up license to practice or have practiced for or on behalf of the United States the subject invention, material, or deliverable throughout the world.

## **27. Dispute Resolution**

The requirements of this paragraph 26 shall only apply if the Contract exceeds \$10,000. Further, to the extent that a right or obligation in this paragraph 26 conflicts with a right or obligation in the Contract, the right or obligation in the Contract shall prevail.

The Parties agree to use good-faith efforts to resolve disputes that may arise from this Contract to avoid the expense of litigation. A Party may initiate dispute resolution by providing written notice to the other Party that a dispute exists and describing in particular the nature of the dispute. Either Party may, by written notice to the other Party, request a meeting to initiate negotiations to be held within five (5) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) days of their first meeting, either Party may, by written notice to the other Party, refer the matter to meditation.

If the Parties are unable to resolve a disputed issue through negotiation, then the Parties shall pursue non-binding mediation. The Parties agree, in good faith, to commit the resources necessary to mediate the matter in accordance with procedures to be established by the mediator. The mediator shall be chosen by agreement of the Parties and the expense shared equally. Any mediator selected shall have recognized expertise and not less than ten (10) years of experience in the subject matter of the dispute and shall be neutral and have no prior connection with or financial, or other interests in or against, either Party. Unless otherwise agreed, the mediation will be scheduled for a date not later than thirty (30) days after the selection of the mediator. The Parties agree to participate in the non-binding mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party.

If a Party refuses to negotiate or mediate, or a dispute remains unresolved for more than ninety (90) days after initial notification, the Party that initiated the dispute resolution process may pursue all remedies available to it at law or in equity and may immediately terminate the Contract without further liability to the other Party.

## **28. Other applicable requirements**

Contractor acknowledges that payments for this Contract are being made, in whole or part, with federal funding, including but not limited to ARP funding, administered by County. Rescue Plan funding is subject to regulations and guidance issued by the Department of Treasury that may

updated periodically. Other federal funding may be subject to other regulations and guidance issued by the federal government that are subject to change. The contractor will monitor and abide by Treasury regulations and guidance during the term of the Contract applicable to American Rescue Plan (ARP) funding and all other applicable federal statutes, regulations, and executive orders, including without limitation federal environmental laws and regulations. Contractor will monitor and abide by federal regulations and guidance during the term of the Contract applicable to the particular source of federal funding and all other applicable federal statutes, regulations, and executive orders, including without limitation federal environmental laws and regulations.

## **29. Record Retention.**

Contractor shall retain all records pertinent to Contract for: (i) five years after the construction has closed out and final payment made, or (ii) five years after the resolution of any litigation or audit finding, whichever is longer.

## **PROPOSAL SUBMISSION REQUIREMENTS**

**Proposal Components** To achieve a uniform review process and to obtain a maximum degree of comparability, the County requires that proposals be submitted with an original proposal and one copy. The proposals should contain a Table of Contents and be divided into the five (5) sections below:

**All proposals must include the following components:**

<b>Section</b>	<b>Topic</b>
1	Firm Profile
2	Executive Summary
3	Project Services, Related Experience, and References
4	Cost Proposal
5	RFP Instruction Compliance/Required Forms

## **Submittal Components**

### **1. Firm Profile Section**

This section shall include:

- The firm's name, email address, business address, phone number and fax number
- Types of services and products offered
- Number of years in business
- Information on pending or past litigation in which the firm has been involved
- Number of employees
- The location of the offices that would provide the project services
- A brief statement of the firms' background, demonstrating longevity and financial

stability

- A brief statement of the firm's understanding of the project
- The name, title, phone number, email address, who will serve as the contact person
- Highlights of the firm's qualifications and ability to perform the project services

## **2. Executive Summary Section:**

This section should introduce key personnel that will work on projects related to federal funding with the County and Additional County and Cities (if applicable). Only submit resumes of those who will actually be assigned to work with the County and Additional County and Cities (if applicable). Include a brief resume for each team member that includes:

- History and specific experience in applying for and managing federally and/or State funded local public works projects.
- Include a description for each assigned personnel that demonstrates capabilities in project services, and experience with government entities and grant programs.
- Education and professional license information;□and
- Outline his or her specific areas of responsibility (administration, design, inspection, financial, management, labor standards, environmental review, etc.) and team leaders.

## **3. Project Services and Related Experience:**

In this section, describe the Respondent's expertise with the methods necessary to perform the management services requested in this document:

- Include any recent experience in applying for and managing federally funded local public works projects and public service projects.
- Demonstrate at least five (5) years of experience by the firm or entity in the applicable project area.
- Demonstrate successful experience in coordinating with Federal, State and Local emergency agencies, citing the disaster event such as COVID, project scope of the engagement and funding outcomes for the affected local government.
- Provide information related to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- References and contact information of recent work relevant to the scope of the project to be worked on as requested in this RFP. **Minimum of three (3) relevant references.**
- The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

## **4. Cost Proposal**

Provide your cost proposal to accomplish the scope of work. Please submit hourly rates for each job classification required to perform the scope of work based on the current estimate. Include any and all services fees that may be associated with these services. Respondents can present a percentage of the applicable award but must also include hourly rates.

## **5. RFP Instruction Compliance/Required Forms**

Complete, execute and submit all forms as required. Include copies of Licensures, SAMS

Record Search, copies of insurance coverage, etc. if applicable.

All forms must be completed including:

- **Respondent References**
- **Certification of Eligibility**
- **RFP Signature Form**
- **Certification of Lobbying**
- **Position and Hourly Rates Classification Form**

## **VENDOR REFERENCES**

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### **REFERENCE ONE:**

GOVERNMENT NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

### **REFERENCE TWO:**

GOVERNMENT NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

**REFERENCE THREE:**

GOVERNMENT NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

**CERTIFICATION OF ELIGIBILITY**

By submitting an RFP in response to this solicitation, the Respondent certifies that at the time of submission, it has a DUNS number and is not on the federal government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of RFP submission and time of award, the Respondent will notify the County in writing. Failure to do so may result in termination of contract for default.

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

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**Print Name and Title**

**RFP SIGNATURE FORM**

The undersigned, on behalf of and as the authorized representative of Respondent, agrees:

1. This Statement of Submission becomes the property of the County after the official opening.
2. It has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. If this Statement of Submission is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Scope of Work. The period for acceptance of this Statement of Submission will be (90) calendar days.

The undersigned Respondents are duly authorized to execute a contract with the County and Additional Counties and Cities (if applicable) and that this RFP has not been prepared in collusion with any other Respondent, nor any employee of County and Additional Counties and Cities (if applicable), and that the contents of this RFP has not been communicated to any other potential Respondent or to any employee of the County and Additional Counties and Cities (if applicable) prior to the official opening of this



Proposal.

On behalf of the Respondent, the undersigned has read and does understand the scope of work and any attachments contained in this solicitation.

*Failure to sign and return this form could result in the rejection of the entire submission.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGAL NAME AND ADDRESS OF RESPONDENT:**

Name \_\_\_\_\_

President's or equivalent's name: \_\_\_\_\_

Main Office Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Corporation organized and existing under the laws of the State of \_\_\_\_\_

Partnership consisting of \_\_\_\_\_

Individual trading as \_\_\_\_\_

Principal offices are in the city of \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

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Printed Name and Title of Contractor's Authorized Official

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Date Signed

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## POSITION AND HOURLY RATES CLASSIFICATION FORM

### *General Positions*

POSITION	JOB DESCRIPTION	HOURLY RATE
Project Executive		
Project Manager		
Senior Federal Funding Management Specialist		
Federal Funding Management Specialist		
Senior Engineer/Planner/Analyst		
Engineer/Planner/Analyst		
Administrative Assistant		
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		

### *Other Required Positions*

POSITION	JOB DESCRIPTION	HOURLY RATE
Long-Term Community Recovery Subject Matter Expert	Provides expert planning, project development and grant program management services for community and economic development, infrastructure, housing, disaster recovery.	
Policy Advisor	Provides policy development, analysis and compliance advisory consulting services for current and recently enacted legislation to inform decisions and recommendations for local program implementation.	
Other – (Please Specify)		
Other – (Please Specify)		
Other – (Please Specify)		

Signature of Contractor's Authorized Official

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Printed Name and Title of Contractor's Authorized Official

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Date Signed

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TO: Jonesboro Sun

Please publish the following notice two (2) times, on March 26, 2022 and April 9, 2022

### NOTICE: REQUEST FOR PROPOSALS

Craighead County, Arkansas is interested in acquiring nonexclusive professional and consultant services from a firm or entity with at least five (5) years' experience and necessary qualifications to provide the County with services in connection with federal funding from or directly originating with the federal government, including but not limited to funding from the American Rescue Plan (ARP). The scope of the work sought is generally as follows:

To provide non-exclusive guidance, administration, record keeping, and performance of the necessary work to Craighead County, Arkansas in the eligibility, expenditure, administration, and reporting of federal funding from or directly originating with the federal government, and anticipated contracts which may include the host of contracts and programs available under the ARP and other federal spending initiatives, in particular projects for:

Water improvements, sewer improvements, broadband, and industrial parts; Facilitating small purchase agreements, competitive negotiations, public participation; Conducting public hearings; Organizing community participation plans; Financial management and accounting systems for projects; Categorizing eligible costs; Environmental review; Ensuring compliance with federal laws and authorities, such as: historic preservation, flood plain management, wetlands protection, endangered species, air quality, farm lands protection, environmental justice, EPA environmental standards, Corps of Engineers Permits; Facilitating acquisitions of right of way and easements; Construction management; Facilitating bidding and contract award processes, Labor standards; Compliance with the Davis-Bacon Act; Reporting and auditing related activities including: maintaining physical records at offices, conducting necessary reports, providing necessary documentation for audits; Conducting the close out of projects; and the administration and management of federal funds.

This submission in response to the request must include experience, expertise, qualifications, and financial and technical capacity in those matters and as well information regarding administration, recordkeeping, consultation, reporting, performance, and record keeping in connection to federal contracts, funds, programs, grants, or disaster relief. As described in 2 CFR § 200.320, contracts will be awarded to the responsible offeror whose proposal is most advantageous to the County, with price and other factors considered. Additional considerations include contractor integrity, compliance with public policy, record of past performance, and financial and technical resources as described in 2 CFR § 200.318. In procurement under a federal award, the County (and additional Counties and Cities, if applicable) follow the procurement standards referred to in 2 CFR § 200.317.

Any County that engages these services will be provided access to the service providers full range of knowledge, experience, and tools in the use of federal funding from or directly originating with the federal government and in federal, state, and county government processes, budgeting, expenditures, reporting, recordkeeping, and internal controls. With cost as a consideration in the award of contracts, as described per 2 CFR § 200.318, the submittal must include the proposed costs for performing the work sought by Craighead County, Arkansas. The submittal must also include a description detailing the five (5) or more years of experience the firm or entity has in the project area. The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

All interested parties must submit their sealed RFP package response to:

Hon. Marvin Day, Craighead County Judge  
511 Union, Room 119  
Jonesboro, AR 72401

All responses must be received no later than 2:00 PM local time on April 26, 2022

All responding firms will be notified of the award.

The outside of the sealed envelope must be marked “RFP – 2022-12”.

Invitations to bid may be obtained from the County Judge’s Office.

The bid opening will occur at the Craighead County Judge’s office, 511 Union, Room 119, Jonesboro, AR on Tuesday, April 26, 2022 at 2 PM, local time.

The solicitation conference will occur at the County Judge’s office, 511 Union, Room 119, Jonesboro, AR on Tuesday, April 5, 2022 at 2 pm, Central time.

Any other questions regarding this request may be directed to the County Judge’s office in writing through email or traditional mail. The email for the County Judge’s office is as follows: [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org) Craighead County reserves the right to reject any or all responses received.

Bid specifications are currently available on the Craighead County website at <https://craigheadcountyar.gov/businesses/bids-and-auctions>

## FEDERAL PROCUREMENT METHODS AND PURCHASING AMOUNT CHART

Methodology	Dollar Threshold	Requirements
Micro	\$0 – \$10,000	<ul style="list-style-type: none"> <li>No bid or quote required if price is considered to be reasonable. Reasonableness could be determined by comparing the price to past purchases or other published prices and/or requesting prices from more than one vendor.</li> <li>Distributed equitably among a range of qualified vendors when practical</li> </ul>
Small	\$10,001 – \$250,000	<ul style="list-style-type: none"> <li>Price or rate quotes must be obtained from adequate number of sources (at least two)</li> <li>Can be informal, e.g., phone call or web search</li> <li>All quotes, including phone calls, web searches, etc., must be documented and kept on file</li> <li>Price does not need to be deciding factor, but all quotes need to be kept in procurement records</li> </ul>
Sealed bid	Greater than \$250,001	<ul style="list-style-type: none"> <li>Used when selection of successful bidder can be made principally on the basis of price</li> <li>Bids must be solicited from an adequate number of known suppliers, providing sufficient response time</li> <li>Local Gov. must publicly advertise bids</li> <li>Invitation for bids must define the items or services in order for bidders to properly respond</li> <li>All bids will be opened at time and place prescribed in invitation. Local and tribal governments must be opened publicly.</li> <li>Firm fixed price contract made in writing to the lowest responsive and responsible bidder</li> </ul>

Methodology	Dollar Threshold	Requirements
		<ul style="list-style-type: none"> <li>Any or all bids may be rejected if there is a sound documented reason</li> </ul>
Competitive proposal	Greater than the simplified acquisition threshold: \$250,001 and greater	<ul style="list-style-type: none"> <li>Must be publicized and identify all evaluation factors and their relative importance</li> <li>Must be solicited from an adequate number of qualified sources</li> <li>Must have a written method for conducting technical evaluations of the proposals and selecting recipients</li> <li>Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered</li> </ul>
Noncompetitive proposal (sole source)	Greater than micro-purchase threshold: \$10,000 and greater	<ul style="list-style-type: none"> <li>May be used only when the item is available only from a single source, the public exigency or emergency will not permit a delay resulting from competitive solicitation, federal awarding agency or pass-through entity expressly authorizes its use in response to a written request, or after solicitation of a number of sources competition is determined inadequate</li> <li>Justification of the use of noncompetitive proposal must be documented</li> <li>Any research on availability from multiple sources must be documented</li> <li>Documentation of authorization must be retained</li> <li>Any initial solicitations from multiple sources which are concluded to be inadequate, and such reasoning, must be documented</li> </ul>



If publication is necessary and/or decided as a matter of preference, publish the following or like notice once (1).

TO: Jonesboro Sun

#### NOTICE: REQUEST FOR PROPOSALS

Craighead County, Arkansas is interested in acquiring nonexclusive professional and consultant services from a firm or entity with at least five (5) years' experience and necessary qualifications to provide the County with services in connection with federal funding from or directly originating with the federal government, including but not limited to funding from the American Rescue Plan (ARP). The scope of the work sought is generally as follows:

To provide non-exclusive guidance, administration, record keeping, and performance of the necessary work to Craighead County, Arkansas in the eligibility, expenditure, administration, and reporting of federal funding from or directly originating with the federal government, and anticipated contracts which may include the host of contracts and programs available under the ARP and other federal spending initiatives, in particular projects for:

Water improvements, sewer improvements, broadband, and industrial parts; Facilitating small purchase agreements, competitive negotiations, public participation; Conducting public hearings; Organizing community participation plans; Financial management and accounting systems for projects; Categorizing eligible costs; Environmental review; Ensuring compliance with federal laws and authorities, such as: historic preservation, flood plain management, wetlands protection, endangered species, air quality, farm lands protection, environmental justice, EPA environmental standards, Corps of Engineers Permits; Facilitating acquisitions of right of way and easements; Construction management; Facilitating bidding and contract award processes, Labor standards; Compliance with the Davis-Bacon Act; Reporting and auditing related activities including: maintaining physical records at offices, conducting necessary reports, providing necessary documentation for audits; Conducting the close out of projects; and the administration and management of federal funds.

This submission in response to the request must include experience, expertise, qualifications, and financial and technical capacity in those matters and as well information regarding administration, recordkeeping, consultation, reporting, performance, and record keeping in connection to federal contracts, funds, programs, grants, or disaster relief. As described in 2 CFR § 200.320, contracts will be awarded to the responsible offeror whose proposal is most advantageous to the County, with price and other factors considered. Additional considerations include contractor integrity, compliance with public policy, record of past performance, and financial and technical resources as described in 2 CFR § 200.318. In procurement under a federal award, the County (and additional Counties and Cities, if applicable) follow the procurement standards referred to in 2 CFR § 200.317.

Any County that engages these services will be provided access to the service providers full range of knowledge, experience, and tools in the use of federal funding from or directly originating with the federal government and in federal, state, and county government processes, budgeting, expenditures, reporting,

recordkeeping, and internal controls. With cost as a consideration in the award of contracts, as described per 2 CFR § 200.318, the submittal must include the proposed costs for performing the work sought by Craighead County, Arkansas. The submittal must also include a description detailing the five (5) or more years of experience the firm or entity has in the project area. The submission in response to the RFP must affirmatively disclose any area in which the service provider does not have the requisite five (5) years of experience and/or necessary qualifications in a particular project area.

All interested parties must submit their sealed RFP package response to:

Hon. Marvin Day, Craighead County Judge  
511 Union, Room 119  
Jonesboro, AR 72401

All responses must be received no later than 2:00 PM, local time on April 26, 2022

All responding firms will be notified of the award.

The outside of the sealed envelope must be marked "RFP – 2022-12".

Invitations to bid may be obtained from the County Judge's Office.

The bid opening will occur at the County Judge's office, 511 Union, Room 119 on Tuesday, April 26, 2022, at 2 PM, local time.

The solicitation conference will occur at the County Judge's office, 511 Union, Room 119, Jonesboro, AR on Tuesday, April 5, 2022 at 2 pm, Central time.

Questions regarding this request may be directed to the County Judge's office in writing through email or traditional mail. The email for the County Judge's office is as follows: Marvin Day at [mday@craigheadcounty.org](mailto:mday@craigheadcounty.org). Craighead County reserves the right to reject any or all responses received.