



SALINE COUNTY QUORUM COURT AGENDA

DATE-----September 20, 2021

PLACE-----Saline County Courthouse, Courtroom #3

6:30 P.M.-----Call Meeting to Order

INVOCATION

PLEDGE OF ALLEGIANCE

CLERK: Call the Roll

APPROVAL OF MINUTES

REPORTS:

OLD BUSINESS:

Exhibit "A": Ordinance Adding Roads to the County Road System (3rd Reading)

NEW BUSINESS:

Informational Item: Presentation from Kelth Corpier, Saline County Soil Conservation Office

Informational Item: Presentation from Danny McCants

Exhibit "B": Resolution Declaring Saline County a "Pro-Life" County

Exhibit "C" Appropriation Ordinance Authorizing Grant Application Process for VOCA Grant for 2021-22

Exhibit "D" Appropriation Ordinance Authorizing Grant Application Process for STOP Grant for 2021-22

Exhibit "E" Resolution Approving Process for American Rescue Plan and Saline County RFP

Action Item 1: Saline County Sheriff's Office—Movement of Chief Deputy Pay to Midpoint

Action Item 2: Saline County Sheriff's Office—Movement of Detention Lieutenant Pay to Budgeted Amount

ADD ON:

COMMENTS

**SALINE COUNTY QUORUM COURT
MINUTES
AUGUST 16, 2021**

The Saline County Quorum Court met on Monday, August 16, 2021 at 6:30 p.m. in Courtroom #3 in the Saline County Courthouse. Proceedings were held in person and via ZOOM. There were 9 members present. Justices of the Peace Pat Bisbee, Everett Hatcher, Barbara Howell and Tammy Schmidt participated on ZOOM. County Judge Jeff Arey called the meeting to order. Justice of the Peace Jim Whitley gave the invocation and Judge Arey led the Pledge of Allegiance.

Roll call was taken with all 13 members present.

Saline County Collector Holly Sanders, Collector Chief Deputy Jennifer Carter, Collector Deputy Clerks Christy Scott and Jennifer Dorsey, Circuit Clerk Chief Deputy Ragan Kyzer, County Comptroller Angie Drummond, County Attorney Will Gruber, County Judge Administrative Assistant Vicki Hopkins, County Clerk Doug Curtis, and County Clerk Deputy Clerk Lydia Brown were present.

Motion made by J.R. Walters and seconded by Barbara Howell to approve the minutes from the July 19, 2021 Quorum Court Meeting. Motion passed unanimously by voice vote.

REPORTS:

Kris Boulton, Megan Maulden and Nicole Nichols with the Saline County Cooperative Extension Service and 4H came to speak about the services provided to the youth of Saline County.

OLD BUSINESS:

Exhibit "A": Motion made by J.R. Walters and seconded by Mark Grimmett to approve the *second reading* of an Ordinance Adding Roads to the Saline County Road System. Motion passed unanimously by voice vote.

NEW BUSINESS:

Exhibit "B": Motion made by J.R. Walters and seconded by Clint Chism to approve an Ordinance to amend the 2021 Saline County Budget Ordinance 2020-46. Roll call vote was taken. Motion passed unanimously. Ordinance 2021-18.

Motion made by Josh Curtis and seconded by Carlton Billingsley to address Action Item 1 and Action Item 2 at the same time with one vote. Motion passed unanimously by voice vote.

Motion made by Josh Curtis and seconded by Carlton Billingsley to approve Action Item 1 – Saline County Sheriff's Office movement of Chief Deputy Pay to Midpoint; and Action Item 2 – Saline County Sheriff's Office movement of Detention Lieutenant Pay to Budgeted Amount. Motion passed unanimously by voice vote.

ADD ON:

Motion made by Pat Bisbee and seconded by J.R. Walters to suspend rules and allow additions and reading of title only. Motion passed unanimously by voice vote.

Motion made by Josh Curtis and seconded by J.R. Walters to approve an Emergency Ordinance to amend Emergency Ordinance 2020-10 to Address Leave Policies in Times of Public-Health Emergency Declared by the Governor of the State of Arkansas. Roll call vote taken. Motion passed unanimously. Ordinance 2021-19.

COMMENTS: Saline County Clerk Doug Curtis made the announcement that Saline County Election Commissioner, Jamie Clemmer had resigned due to acceptance of appointment to the State Election Commission.

Motion was made by J.R. Walters and seconded by Josh Curtis to adjourn. Motion passed by voice vote.

Meeting adjourned at 6:53 p.m.

ORDINANCE NO. 2021 - 20

BE IT ENACTED BY THE QUORUM COURT OF SALINE COUNTY, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE AMENDING ORD. 92-36 FOR THE PURPOSE OF ADDING ROADS TO THE COUNTY ROAD SYSTEM".

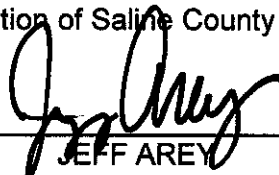
Article 1. The following roads in Saline County have been inspected and found to be in compliance with Ordinances 88-32 and 99-47 and therefore eligible to be included in the county road system. Therefore, these roads are hereby accepted and added to the County Road System.

Avilla Hills Cove	828 Feet
Ferndale Cove	1,025 Feet
Saddle Ridge Road	782 Feet of Extension
Reuben Drive	1,058 Feet of Extension
Indigo Valley Road	1,317 Feet

Article 2. It is deemed necessary for the smooth operation of Saline County Government that this ordinance be approved.

DATED: September 20, 2021

APPROVED


JEFF AREY
SALINE COUNTY JUDGE

ATTEST


DOUG CURTIS
SALINE COUNTY CLERK

SPONSOR: J. R. WALTERS, JP DISTRICT #12

3rd Reading

RESOLUTION NO. 2021 - 8

BE IT RESOLVED BY THE QUORUM COURT OF SALINE COUNTY, STATE OF ARKANSAS,
A RESOLUTION TO BE ENTITLED:

A RESOLUTION AFFIRMING THE COMMITMENT OF SALINE COUNTY, ARKANSAS TO
PROTECTING THE UNALIENABLE RIGHT TO LIFE OF EVERY PERSON; AND, DECLARING
SALINE COUNTY, ARKANSAS TO BE A PRO-LIFE COUNTY.

WHEREAS, the Declaration of Independence declares that all men are created equal, and
that they are endowed by their Creator with certain unalienable rights, including the right to life;
and

WHEREAS, Amendment 68 to the Arkansas Constitution states that the policy of the
State of Arkansas is to protect the life of every unborn child from conception until birth; and

WHEREAS, it is the duty of state and local governments to protect the unalienable right to
life of every person within their respective jurisdictions;

WHEREAS, the United States Supreme Court stated in Poelker v. Doe, 432 U.S. 519
(1977), that the United States Constitution does not forbid a municipality, pursuant to democratic
processes, from expressing a preference for normal childbirth instead of abortion;

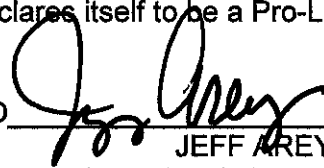
**NOW, THEREFORE, BE IT RESOLVED BY THE QUORUM COURT OF SALINE
COUNTY, ARKANSAS:**

SECTION 1. It is the policy of Saline County, Arkansas to promote and protect the dignity and
humanity of all persons at all stages of life from conception until natural death.

SECTION 2. Therefore, Saline County, Arkansas declares itself to be a Pro-Life County.

DATED: SEPTEMBER 20, 2021

APPROVED


JEFF GREY
SALINE COUNTY JUDGE

ATTEST


DOUG CURTIS
SALINE COUNTY CLERK

SPONSORS:

PAT BISBEE, JP DISTRICT #1
EVERETTE HATCHER, JP DISTRICT #2
CARLTON BILLINGSLEY, JP DISTRICT #3
BARBARA HOWELL, JP DISTRICT #4
MARK GRIMMETT, JP DISTRICT #5
JOSH CURTIS, JP DISTRICT #7
ED ALBARES, JP DISTRICT #8
DAVID GIBSON, JP DISTRICT #9
JIM WHITLEY, JP DISTRICT #10
CLINT CHISM, JP DISTRICT #11
J. R. WALTERS, JP DISTRICT #12
KEITH KECK, JP DISTRICT #13

EXHIBIT "C"

APPROPRIATION ORDINANCE NO. 2021 - 21

BE IT ENACTED BY THE QUORUM COURT OF SALINE COUNTY, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

"AN ORDINANCE APPROPRIATING COUNTY GENERAL AND VOCA GRANT FY 21-22 FUNDS FOR THE YEAR 2021."

WHEREAS, the County is eligible to continue the reimbursable federal VOCA Grant for the 2021-2022 grant year beginning October 1, 2021; and,

WHEREAS, this VOCA Grant shall be up-fronted by County General and County General shall be required to pay the match portion of health insurance for this Grant, as well as a portion of the salaries and additional benefits for the employee; and,

WHEREAS, upon receipt and expiration of this grant, County General shall be reimbursed by the VOCA Grant Fund 3760; and,

NOW THEREFORE BE IT ORDAINED BY THE QUORRM COURT OF SALINE COUNTY, ARKANSAS:

Article 1. That Fund 3760 – VOCA Grant FY 21-22 shall be established by the County Treasurer with Anticipated Revenues of \$15,220.90 for the year 2021.

Line Item	Description	Amount
3760.7109	Other Federal Grants	\$15,220.90

Article 2. That the sum of \$10,103.00 is hereby transferred from Fund 3757 – VOCA Grant 20-21, Sheriff Department budget and appropriated in Fund 3760 – VOCA Grant FY 21-22, Sheriff Department budget as follows:

Transfer From	Description	Transfer To	Description	Amount
3757.0400.0101	VOCA Grant Advocate	3760.0400.0101	VOCA Grant Advocate	\$6,930.00
3757.0400.1006	Social Security Match	3760.0400.1006	Social Security Match	530.00
3757.0400.1007	Retirement	3760.0400.1008	Retirement	1,062.00
3757.0400.1009	Health Ins. Match	3760.0400.1009	Health Ins. Match	1,574.00
3757.0400.1010	Workers Compensation	3760.0400.1010	Workers Compensation	7.00

Article 3. That \$5,117.90 is hereby appropriated in Fund 3760 – VOCA Grant FY 21-22, Sheriff Department budget as follows:

Line Item	Description	Amount
3760.0400.0101	VOCA Grant Advocate	\$2,970.00
3760.0400.1006	Social Security Match	228.00
3760.0400.1008	Retirement	455.00
3760.0400.1010	Workers Compensation	2.90
3760.0400.1011	Unemployment	30.00
3760.0400.2002	Small Equipment	1,432.00

Article 4. It is deemed necessary for the smooth operation of Saline County Government that this ordinance be approved.

DATE: SEPTEMBER 20, 2021

APPROVED



JEFF AREY
SALINE COUNTY JUDGE

ATTEST:



DOUG CURTIS
SALINE COUNTY CLERK

SPONSOR: J. R. WALTERS, JP DISTRICT #12

EXHIBIT "D"

APPROPRIATION ORDINANCE NO. 2021 - 22

BE IT ENACTED BY THE QUORUM COURT OF SALINE COUNTY, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

"AN ORDINANCE APPROPRIATING COUNTY GENERAL AND STOP GRANT FY 21-22 FUNDS FOR THE YEAR 2021."

WHEREAS, the County is eligible to continue the reimbursable federal STOP Grant for the 2021-2022 grant year beginning October 1, 2021; and,

WHEREAS, this STOP Grant shall be up-fronted by County General and County General shall be required to pay the match portion of health insurance for this Grant; and,

WHEREAS, upon receipt and expiration of this grant, County General shall be reimbursed by the STOP Grant Fund 3759; and,

NOW THEREFORE BE IT ORDAINED BY THE QUORUM COURT OF SALINE COUNTY, ARKANSAS:

Article 1. That Fund 3759 – STOP Grant FY 21-22 shall be established by the County Treasurer with Anticipated Revenues of \$16,643.14 for the year 2021.

Line Item	Description	Amount
3759.7109	Other Federal Grants	\$16,643.14

Article 2. That the sum of \$11,950.00 is hereby transferred from Fund 3756 – STOP Grant 20-21, Sheriff Department budget and appropriated in Fund 3759 – STOP Grant FY 21-22, Sheriff Department budget as follows:

Transfer From	Description	Transfer To	Description	Amount
3756.0400.0101	STOP Grt. Investigator	3759.0400.0101	STOP Grt. Investigator	\$11,071.00
3756.0400.1006	Social Security Match	3759.0400.1006	Social Security Match	879.00

Article 3. That the sum of \$4,693.14 is hereby appropriated in Fund 3759 – STOP Grant FY 21-22, Sheriff Department budget as follows:

Line Item	Description	Amount
3759.0400.1001	Salary, Full Time	\$1,145.00
3759.0400.1006	Social Security Match	56.00
3759.0400.1008	Retirement	1,872.00
3759.0400.1009	Health Insurance Match	1,266.14
3759.0400.1010	Workers Compensation	174.00
3759.0400.1011	Unemployment Compensation	30.00
3759.0400.3022	Cell Phone	150.00

Article 4. That \$307.50 is hereby appropriated in Fund 1000 – General Fund, Sheriff-Federal Grant Match department budget as follows:

Line Item	Description	Amount
1000.0452.1009	Health Insurance Match	\$307.50

Article 5. It is deemed necessary for the smooth operation of Saline County Government that this ordinance be approved.

DATE: SEPTEMBER 20, 2021

APPROVED



JEFF AREY
SALINE COUNTY JUDGE

ATTEST:



DOUG CURTIS
SALINE COUNTY CLERK

SPONSOR: J. R. WALTERS, JP DISTRICT #12

RESOLUTION NO. 2021 - 9

A RESOLUTION DECLARING SUPPORT FOR THE PROCESS SET FORTH BY SALINE COUNTY JUDGE JEFF AREY TO CONSIDER PROPOSALS FOR AMERICAN RESCUE PLAN FUNDS

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (ARP) was signed into law; and,

WHEREAS, Saline County will ultimately receive \$23,781,952 in ARP funds, and received half in June 2021; and,

WHEREAS, the United States Treasury (Treasury) Guiding Principles for ARP Funds finds that the funds should be allocated and spent in a way that is accountable, transparent, user friendly, and focused on recovery.

WHEREAS, Saline County Judge Jeff Arey and his staff prepared a Request for Proposals (RFP), consistent with the Treasury Guiding Principles, which sets forth a process for the Saline County Quorum Court to objectively consider proposals for ARP funds.

NOW, THEREFORE, BE IT RESOLVED BY THE QUORUM COURT OF SALINE COUNTY, ARKANSAS:

SECTION 1. Saline County pledges its full support for Saline County Judge Jeff Arey to initiate all actions necessary to implement the RFP.

SECTION 2. Saline County Judge Arey is hereby authorized and directed to publish the RFP and undertake the process set forth in the RFP.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage and approval.

DATED: September 20, 2021

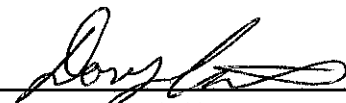
APPROVED



JEFF AREY

SALINE COUNTY JUDGE

ATTEST



DOUG CURTIS

SALINE COUNTY CLERK

SPONSORS: SALINE COUNTY QUORUM COURT

1. BACKGROUND:

Saline County, Arkansas (Saline County) was allocated \$23.7 million dollars as part of the American Rescue Plan (ARP). Saline County received half in May 2021 and will receive the other half in the next year. Saline County is preparing this Request for Proposals (RFP) to provide members of the public, and potential respondents, with the criteria for what Saline County will consider for projects and the process for both having projects considered. The goal is to provide a transparent, thorough process, to ensure public confidence that the taxpayer funds provided to Saline County are spent in an accountable manner.

All proposals submitted will ultimately go before the Saline County Quorum Court.

2. GUIDING PRINCIPLES:

Saline County has set forth the following guiding principles for the ARP funds:

- ARP funds should be utilized in such a way to pursue large, transformative projects (\$1M+).
- Projects should positively impact ALL of, or as much of as possible of, Saline County.
- ARP funds should NOT be used for projects hard to quantify or have the potential to sit vacant, awaiting outcomes outside the control of the Quorum Court.
- Projects should NOT create continuous financial obligations for future Quorum Courts, to the greatest extent possible.
- Proposals that include partnerships with other local governments, state governments or political subdivisions, or public-private partnerships that maximize the potential for a project are preferred.

3. RECEIPT OF FUNDS:

A respondent whose proposal is approved by the Saline County Quorum Court **will not** receive the amount approved directly into their bank account. The process for distribution of the funds will be as follows:

- The Quorum Court will pass a resolution in support of an approved project;
- Whenever funds are needed for a successful proposal, Respondent should prepare a "purchase order," or similar document, and submit it to the Saline County Comptroller;
- The Saline County Comptroller, and any other necessary County employees, will review the purchase order to ensure that all relevant information is included, to ensure compliance with all applicable ARP laws and regulations;
- If approved, the Saline County Comptroller will submit a payment on behalf of Respondent;

- Respondent will ensure that all bills or contractual documents associated with the payment are provided to the Saline County Comptroller, in case Saline County is audited;
- Respondent will provide quarterly progress reports, to ensure that the funds are spent within the relevant deadlines, or whether funds should be remitted back to Saline County.

4. DEADLINES:

While there is no specific deadline, proposals will be considered when received until the ARP funds are depleted, as they are committed to projects by the Quorum Court.

The ARP funds must be obligated by December 31, 2024 and expended by December 31, 2026. In June 2024, the Quorum Court and the Review Board will evaluate the status of the approved projects, if any, and may determine to reopen the RFP or make any changes necessary to ensure, to the greatest extent possible, the ARP funds are obligated by December 31, 2024.

The Review Board will only consider proposals on a quarterly basis, for presentation at the January, April, July, and October Quorum Court meetings. Therefore, a Respondent must submit their proposal no later than the first day of the month preceding the quarterly Quorum Court meeting (i.e. March 1 for the April Quorum Court meeting).

5. DECISION-MAKING:

Upon receipt of a proposal, an initial review will take place. The County Judge, County Comptroller, and County Civil Attorney (Review Board) will provide an initial screening, as will be set forth in the RFP. After the Review Board reviews the proposal, it will be sent to the Saline County Quorum Court (Quorum Court) with a recommendation for approval, no recommendation, or a recommendation that the proposal not be approved. However, the Quorum Court will have ultimate authority on whether to approve the project.

6. ARP CATEGORIES AND EXAMPLES:

The ARP specifies five (5) primary ways that Saline County can utilize ARP funds. Those categories and non-exclusive examples are as follows:

1. Support Public Health Response
 - Prevent and mitigate COVID-19
 - COVID-19 Treatment and Medical Services
2. Address Negative Economic Impacts
 - Assistance to Households
 - Small Business and Non-Profit Support
 - Rehiring County Employees
 - Assistance to Unemployed Workers
 - Expenses to Improve Efficacy of Economic Relief Programs
 - Services for Qualified Census Tract and Other Disproportionately Impacted Communities
3. Replace Public Sector Revenue Loss

- Maintenance or Pay-Go Funded Building of Infrastructure, Including Roads
 - Cybersecurity Modernization
 - Health Services
 - Environmental Remediation
 - School or Educational Services
 - Public Safety Services including Law Enforcement
4. Premium Pay for Essential Workers
- County Employees
 - Nursing home, Hospital and Home Care Employees
 - Farm, Grocery Store, Restaurant Employees
 - Janitors and Sanitation Workers
 - Truck Drivers, Transit Staff and Warehouse Workers
 - Public Health and Safety Workers
 - Childcare Workers, Education and other School Staff
 - Social Service and Human Services Staff
5. Water, Sewer and Broadband Infrastructure

7. GRADING CRITERIA/POINTS:

A. The Review Board's grading criteria is focused on the guiding principles. These grading criteria provide the Quorum Court with a tool to determine, in as transparent a way as possible, whether the proposal meets the principles the Quorum Court believes are the optimal way to spend the ARP funds. As a reminder, the Review Board does not approve or disapprove of proposals, that is the role of the Quorum Court. While not part of the grading criteria, any proposal that is inconsistent with the final Treasury ARP Rules will not be considered and immediately rejected.

<u>Scoring Criteria</u>	<u>Total Points Eligible (100)</u>
Impact on all or a large part of Saline County: Saline County believes it is in the best interest of Saline County for ARP funds to be spent in a manner that has the most impact, on as much of Saline County as possible.	25
Impact on ability to accomplish because of the ARP funds: The ARP funds should be granted to proposals where the ARP funds would help enable projects to happen, that otherwise might not be able to occur. Stated another way, it would be very difficult to accomplish the project without the ARP funds.	20
Lack of continuing financial obligation of Saline County: Saline County believes that ARP funds should not create a continuing financial obligation for Saline County.	20

Matching funds (from respondent or other entities) or partnership(s): Saline County believes that it should be a priority for ARP funds to be provided to Respondents who have matching funds from other sources (including their own funds) or from partnerships, to demonstrate that there is other “skin in the game.”	15
Ability to see substantial progress in FY21-FY23: Saline County believes that it should be a priority for ARP funds to be spent during the term of the current Quorum Court. Further, Saline County believes that these funds should be utilized with quantifiable results, so that the public can see progress.	10
Ability to make Saline County a more desirable place to live/work: Saline County believes that it should be a priority for ARP funds to be utilized in a way to improve the quality of life of Saline County residents or demonstrate to businesses that Saline County is an excellent place to do business.	10

B. The Review Board will grade each proposal from 0-100. The three possible outcomes are:

- Recommendation: 85-100—If a proposal receives a score of 85 or above from all three (3) Review Board members, it will receive a recommendation to the Quorum Court.
- No Recommendation for or against: 51-84—If the combined scores, added together and divided by three (3), is less than 85 but more than 50, the Review Board will neither recommend for or against the proposal. The Review Board will provide the Quorum Court with an explanation of why the proposal did not receive a unanimous score over 85.
- No Recommendation: 0-50—A score of 50 or below will result in the Review Board recommending the Quorum Court not approve a proposal. The Quorum Court can still approve the proposal.

C. No single criteria will be determinative. Because of the subjective nature of some of the criteria listed, those making the evaluation will have the goal of determining the best overall proposals based on those criteria.

8. SUBMISSION OF A PROPOSAL:

A. A written narrative describing the method or manner in which the Respondent proposes to satisfy requirements of this Request for Proposals (“RFP”).

B. Proposals should be no more than twenty-five (25) pages; single sided, standard, typed, print on standard 8.5 x 11 papers. Respondents shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by Saline County. Respondents should have experience in work of the same or similar nature, and must provide references. Respondents may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

C. Proposals may be submitted electronically in addition to two (2) hard copies. Please submit your documents on a properly labeled flash drive, if submitted electronically. The use of Adobe PDF documents is strongly recommended. Files contained on the flash drive or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to Saline County Purchasing Office.

D. Respondents shall submit a proposal based on documentation published by Saline County Purchasing Office on behalf of Saline County. Proposals shall be addressed to Saline County Purchasing Office, 200 N. Main St., Ste. 116, Benton, Arkansas 72015.

E. Proposals should follow the format of the RFP. Respondents should structure their responses to follow the sequence of the RFP.

9. RIGHTS OF SALINE COUNTY IN RFP PROCESS:

In addition to all other rights of Saline County, under state and federal law, Saline County specifically reserves the following:

A. Saline County reserves the right to select proposals that it believes will serve the best interests of Saline County and the entities making up Saline County.

B. Saline County reserves the right to accept or reject any and all proposals.

C. Saline County reserves the right to cancel the entire request for proposal.

D. Saline County reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

E. Saline County reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.

F. Saline County reserves the right to select Respondents to perform the services required on the basis of the original proposals without negotiation.

10. COSTS INCURRED BY RESPONDENTS:

All expenses involved with the preparation and submission of proposals to Saline County, or any work performed in connection therewith, shall be borne solely by the Respondent. No payment will be made for any responses received, or for any other effort required of, or made by, the Respondent prior to contract commencement.

11. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any Respondent, at the Saline County's discretion.

12. CONFLICT OF INTEREST:

- A. The Respondent represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Arkansas Code Annotated § 14-14-1202.
- B. The Respondent shall promptly notify Saline County in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Respondent's judgment or quality or services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Respondent may undertake and request an opinion to Saline County as to whether the association, interest or circumstance would, in the opinion of Saline County constitute a conflict of interest if entered into by the Respondent. Saline County agrees to communicate with the Respondent its opinion via e-mail or first-class mail within thirty days of receipt of notification.

13. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

14. LATE PROPOSAL OR MODIFICATIONS:

- A. Proposals and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. Saline County will not be responsible for misdirected proposals. Respondents should contact Saline County Purchasing Office at (501) 303-5657 to ensure receipt of their submittal documents prior to opening time and date listed.
- B. The time set for the deadline shall be local time for Benton, Arkansas on the date listed. All proposals shall be received in Saline County Purchasing Office BEFORE the stated deadline.

15. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:

- A. The successful Respondent's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to this procurement and RFP throughout, and they will be deemed to be included in any contract as though written out in full at the relevant time. The

successful Respondent shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to the Saline County.

B. Pursuant to Arkansas Code Annotated § 22-9-203 Saline County encourages all qualified small, minority and women business enterprises to submit proposals on and receive contracts for goods, services, and construction.

16. COLLUSION:

The Respondent, by affixing his or her signature to their proposal, agrees to the following: "Respondent certifies that his/her proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

17. RIGHT TO AUDIT, FOIA AND JURISDICTION:

A. Saline County reserves the privilege of auditing a vendor's records as such records relate to contracts between Saline County and said vendor.

B. Freedom of Information Act: Saline County contracts and documents prepared while performing contractual work on behalf of Saline County are subject to the Arkansas Freedom of Information Act ("FOIA"), located at Ark. Code Ann. § 25-19-101 et seq. If a FOIA request is presented to the Saline County, Respondent will do everything possible to provide the documents in a prompt and timely manner as prescribed in the FOIA. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. If a vendor believes that any document is exempt under FOIA, or any other law, or has information that should be redacted pursuant to FOIA, or any other law, it is the affirmative duty of the Respondent to provide those instructions to Saline County, upon being notified by Saline County of the FOIA request.

C. Legal jurisdiction to resolve any disputes shall be based upon Arkansas law.

18. INDEMNIFICATION:

A. The successful Respondent agrees to indemnify Saline County, including its elected officials and employees, and hold them harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this RFP or subsequent contract, and such obligation shall survive acceptance of the services and payment of ARP funds by the Saline County.

B. The agreement to be entered into between Saline County and a successful Respondent will not include any provision that Saline County or any of its officials or employees will indemnify any party.

19. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this RFP section apply except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Respondents prior to submitting a proposal on this requirement.

20. CANCELLATION:

A. Saline County reserves the right to cancel this RFP or any potential contract without cause by giving thirty (30) days written notice to the Respondent in writing of the intention to cancel or with cause if at any time the Respondent fails to fulfill or abide by any of the terms or conditions specified.

B. Failure of the Respondent to comply with any of the provisions of the contract awarded by Saline County shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Saline County.

C. Saline County reserves the right to claw back any ARP funds a successful Respondent receives, if it is determined that the Respondent is utilizing the ARP funds in violation of any applicable laws or regulations governing the ARP.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS, MERGERS:

A. A successful Respondent shall perform the work described in their proposal and any subsequent contract entered into by Saline County and the Respondent. No assignment or subcontracting shall be allowed without prior written consent of the Saline County. If a Respondent intends to subcontract a portion of this work, the Respondent shall disclose such intent in the proposal submitted as a result of this RFP.

B. In the event of a corporate acquisition and/or merger, the Respondent shall provide written notice to Saline County within thirty (30) calendar days of Respondent's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate any contract entered into by Saline County and Respondent, which shall not be unreasonably exercised by the Saline County, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by Saline County awarding a contract to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception, shall constitute approval for the purpose of this document.

22. SERVICE AGREEMENT:

A written agreement, incorporating the RFP and the successful proposal will be prepared by the Saline County, signed by the successful Respondent and presented to Saline County for approval and signature of the County Judge and all other necessary signatories.

23. OTHER GENERAL CONDITIONS:

- A. Respondents must provide Saline County with their proposals signed by an individual having legal authority to submit proposals on behalf of the Respondent.
- B. Saline County reserves the right to request any additional information it deems necessary from any or all Respondents after the submission deadline.
- C. This RFP is not to be construed as an offer, a contract, or a commitment of any kind.
- D. If products, components, or services other than those described in this proposal document are proposed, the Respondent must include complete descriptive literature for each. All requests for additional information must be received within five (5) working days following request.
- E. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Angel Koder, Purchasing Specialist for Saline County, via e-mail at angel.koder@salinecounty.org, or telephone at (501) 303-5657. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place. At the discretion of the Saline County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE:** Each Respondent shall submit an "Authorized Respondent Form" containing the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to bind and negotiate on behalf of the Respondent for the amounts and terms proposed.
- F. Any information provided herein is intended to assist the Respondent in the preparation of proposal/proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Respondents with sufficient basic information to submit proposals meeting specifications, but is not intended to limit a RFP's content or exclude any relevant or essential data.
- G. Respondents irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner shall be controlled by Arkansas law. Respondent hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

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Section B: Specifications

1. SPECIFICATIONS

Each Respondent must submit the following to be considered for Saline County ARP funds.

- A declaration specifying which of the five (5) categories the request falls under;
- A written proposal. Each proposal must provide answers to the following and appropriate details/documentation:
 - WHY
 - Why should Saline County fund this proposal with ARP funds;
 - Why are the ARP funds necessary or integral to the proposal;
 - WHO:
 - Who is involved in the proposal;
 - Who will receive the benefits of the proposal;
 - Who would you partner with to accomplish the proposal;
 - WHAT:
 - What will be done with the ARP funds for the proposal;
 - What is the goal of the proposal;
 - What impact will the ARP funds for the proposal have on Saline County;
 - What impact will the proposal have regarding future budget obligations for Saline County Government;
 - What area or areas of Saline County will be impacted by the proposal;
 - What is the experience of those involved in the proposal;
 - What matching funds are available as part of the proposal
 - WHEN:
 - When can the proposal begin;
 - When will the proposal conclude;
 - WHERE:
 - Where in Saline County will the proposal occur;
 - HOW:
 - How long will it take to accomplish the proposal;
 - How does the proposal expect to accomplish its goal;
 - How will the proposal quantify success;
 - How will this project make Saline County a more desirable place to live/work
 - How did respondent arrive at the amount requested.

2. INSURANCE

The following coverage may be required, depending on the proposal:

- A. Commercial liability insurance
- B. Automobile Liability
- C. Workers' Compensation

3. PERFORMANCE SECURITY

Depending on the proposal, Respondent may be required to provide evidence of the ability to meet performance security requirements to minimize the potential for failure and repayment of the allocated ARP funds. Provide a description of the methods you or your company would use to provide security to Saline County.

4. FINANCIAL STRENGTH

Respondent will be required to provide evidence that clearly documents the financial history of the organization and demonstrates that Respondent has the financial capability complete the project set forth in the proposal.

A. Financial Statements

Respondent will include copies of its most recent two (2) year periods financial strength to include the following documents or their equivalents. If the Respondent is part of a larger organization and has consolidated financial statements, the corporate relationship should be explained, the individual operation's statements should be extracted and both sets of statements should be submitted.

- a. Balance Sheet
- b. Income Statement
- c. Statement of Cash Flows
- d. Statement of Owner Equities

B. Audit Statement

If an organization that is audited or has the been audited in past two (2) years, Respondent will submit a statement of unqualified opinion from a Certified Public Accountant, for the most recent year available. This opinion should reflect that an independent review has taken place and that the financial statements were found to be in accordance with Generally Accepted Accounting Principles (GAAP) and that the principles chosen and estimates made are reasonable.

C. Financial Commitments

Respondent will provide a list of obligations, and potential commitments, which may impact assets, credit rating, and guarantor letters or otherwise affect the Respondent's ability to meet the requirements of this RFP.

5. EXPERIENCE

A. Comparable Services

Respondent will document experience on comparable projects for at least two (2) years. Respondent will provide the following information for each project.

- a. Name of project,
- b. Brief description of project,
- c. Dates of service,
- d. Services provided for each project,
- e. Current contact information for individuals associated with the projects, including name, title, mailing address, telephone number, and email address.

B. Business Identity and History

Respondent will provide all corporate or individual names that have been used during the past ten (10) years. Respondent will also describe the history of the company, whether it is a private company, public utility, or non-profit. Respondent should provide an explanation of why that model is the best option for the Saline County.

C. Accreditation and Associations

Respondent will provide a listing of any accreditations held and any professional or industry associations to which Respondent belongs that the Respondent believes may be of benefit to the Saline County.

6. Outstanding/Pending Litigation

Respondent shall provide a listing of all resolved or ongoing litigation of the Respondent's organizations within the past five (5) years. This listing shall include litigation brought against the Respondent's organization or affiliated organization and any litigation initiated by the Respondent's organization or affiliated organization against any governmental entity. Respondent must provide documentation that it has resolved all issues arising from litigation or describe the status of open litigation.

7. Operational Expectations

Respondent shall provide and manage their project by meeting or exceeding the requirements of this RFP and any resulting contract. The contract will be a performance contract, not level-of-effort contract. Respondent is highly encouraged to consider innovative methods to grow the service and exceed performance expectations.

8. Contract/Provisions for Default and Early Termination

A. This procurement will result in the award of a performance contract requiring high levels of performance and reliability. Mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results.

B. Determination of default will be the responsibility of the Saline County, as set forth in any contract emanating from this RFP. Default conditions make constitute the following:

a. Failure of the Respondent to undertake their project in a manner consistent with Federal, State and Local laws, rules and regulations;

b. Intentionally supplying Saline County with false or misleading information with regard to records, documents, dates or time kept for the purpose of determining Respondent's performance under the terms of this RFP.

c. Failure of the Respondent, its employees, its agents, or its representatives to conduct themselves in a professional and courteous manner and including professional appearance;

d. Failure of Respondent to provide Saline County with data generated in the course of operations, to ensure Saline County complies with all applicable laws and regulations;

e. Failure to substantially and consistently meet or exceed the standards provided in any contract;

f. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;

g. Chronic failure of the Respondent to meet any performance requirements of the contract.

h. Chronic Failure to furnish key personnel of quality and experience;

i. Chronic failure to submit scheduled or ad hoc reports, or other information;

j. Failure of the Respondent to maintain insurance requirements or provide timely notification of policy changes;

k. Any other failure of performance required in the contract which is determined to constitute an endangerment to public health and safety, or not be in the best interest of Saline County;

l. Failure to maintain any type of license, permit, or certification required by law in order to fulfill the requirements of the contract or in order to avoid fines and penalties imposed by law;

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Section C: Authorization Form

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR PROPOSAL.

A. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true;

Printed Name

Signature

Title

Date

Please provide contact information:

Company Name: _____

Phone: _____

Address: _____

Fax: _____

Email: _____

City: _____

Web Site: _____

State: _____ Zip Code: _____

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Section D: Vendor References

The following information is required from all Respondents so all proposals may be reviewed and properly evaluated:

Company Name _____

Business Address _____

Number of years in business _____ How long in present location _____

Total number of current employees _____ Full time _____ Part time _____

Number of employees you plan to use to service this contract _____ Full time _____ Part time _____

Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

1. Company Name: _____
City State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____
2. Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____
3. Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

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Section E: Statement of Disclosure

Respondent must disclose any possible conflict of interest with the Saline County, including, but not limited to, any relationship with any employee or elected of a local government in Saline County. Your response must disclose if a known relationship exists between any principal or employee of your firm and any employee or elected official of a local government in Saline County.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your proposal/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ **NO KNOWN RELATIONSHIP EXISTS**

_____ **RELATIONSHIP EXISTS (Please explain)**

PLEASE FILL OUT THE SECTION BELOW:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed Name

X _____
Signature

Date

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Section F: Respondent Contact Information

PRIMARY CONTACT INFORMATION

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone number #1 (cell phone): _____ Secondary Phone#: _____

E-Mail: _____

Address: _____

Is the primary contact (listed in part 1) able to legally bind contracts? YES NO

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone #1 (cell phone): _____ Phone #2: _____

E-Mail Address: _____

Signed: X _____

Date: _____