



# REQUEST FOR PROPOSALS

**RFP'S WILL BE OPENED AT 10 A.M., MONDAY, March 18, 2024**

**LOCATION: MISSISSIPPI COUNTY COURTHOUSE, COUNTY JUDGE'S OFFICE  
200 W. WALNUT, SUITE #206, BLYTHEVILLE, AR 72315**

## RFP 2024-01 - SS4A REGIONAL COMPREHENSIVE SAFETY ACTION PLAN

### Brief Description

Mississippi County is located adjacent to the Mississippi River in the extreme northeastern corner of Arkansas. Created in 1833, the county currently has a population of 40,685 and a total area of 920 square miles. The county is located within Arkansas' First Congressional District and has a total operating budget for FY2024 of \$45,194,370.20

This document is a Request for Proposals (RFP) issued by the Mississippi County Government to vendors who are authorized to do business in the State of Arkansas and are qualified to provide consultancy work resulting in a completed SS4A Regional Comprehensive Safety Action Plan. **The full RFP packet and necessary information MUST be downloaded from <https://www.mississippicountyar.org/county-judge> .**

### IMPORTANT DATES

|   |                                     |
|---|-------------------------------------|
| <b>FP released:</b>                       | Saturday, February 24, 2024         |
| <b>Questions due:</b>                     | Friday, March 8, 2024, by 4:30 PM   |
| <b>Answers to questions posted:</b>       | Tuesday, March 12, 2024, by 4:30 PM |
| <b>Proposals due:</b>                     | Friday, March 15, 2024, by 4:30 PM  |
| <b>Anticipated beginning of contract:</b> | May 2024                            |

*Proposals shall not be accepted or reviewed after the designated response deadline. It is the responsibility of vendors to submit proposals at the designated location on or before the response deadline.*

### QUESTIONS

All questions regarding this Request for Proposals (RFP) should be directed to:  
Tom Henry, Public Affairs Director  
E-mail: [publicaffairs@mississippicountyar.org](mailto:publicaffairs@mississippicountyar.org)

### SUBMISSION

Responses will be received electronically only until: **4:30 PM on Friday, March 15, 2024.**

Email an electronic file to:  
[publicaffairs@mississippicountyar.org](mailto:publicaffairs@mississippicountyar.org)

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## **SECTION 1: GENERAL INFORMATION**

### ***Project Overview***

The Government of Mississippi County, Arkansas will provide technical assistance to cities, towns and unincorporated areas of Mississippi County, Arkansas (see map below) to conduct planning activities for the purpose of assessing local transportation safety needs and identifying potential projects to improve safety performance. The goal is to help local leaders identify safety issues in their jurisdiction, understand how to develop safety improvement projects, and ultimately build a pipeline of potential Action Plan projects to apply for future USDOT FHWA SS4A Implementation Grants.

### ***Project Boundaries***

The project area is all area within the county lines of Mississippi County, Arkansas.



***Figure 1: Mississippi County, Arkansas***

### *Project Narrative*

The Government of Mississippi County understands our shared responsibility in eliminating fatal and serious crashes for all roadway users, including those who walk, bike, drive, ride transit and travel by other modes in our community. We are committed to a holistic approach in how we think about transportation safety and how we prioritize investments across the entire transportation system so that we can build a safe and better system for all users of all modes.

By developing the first countywide comprehensive safety action plan, we will commit to providing a framework of innovative strategies and implementation actions that will ensure crash reductions and support federal safety initiatives.

Through expanded collaboration with regional stakeholders and community members, as well as guidance from FHWA's Safe System approach and the SS4A Action Plan components, we will develop a joint comprehensive safety action plan that is founded upon the following:

- Stakeholder and public engagement, with a strong emphasis on equity and outreach to BIPOC, New Americans, historically marginalized communities, and economically disadvantaged communities.
- Data collection and review, including a summary of existing programs, policies, and studies as well as a peer review of comparable areas.
- Safety analysis, including an analysis of regional trends, contributing factors, and patterns of transportation-related accidents in the region.
- Transportation equity review, including an assessment of regional equity indicators related to accessibility, connectivity, environment, health, engagement, and effectiveness, and how transportation systems affect and/or influence safe and equitable outcomes.
- Countermeasure toolkit, including graphic visualizations that illustrate safety countermeasures, context-sensitive solutions, user educational components, and performance measure tracking.
- Implementation matrix for implementing safety measures including:
  - Policies, programs, innovative practices, and low-cost/high-impact strategies; and
  - Specific construction projects with scope, budget, and time frame.

## *Project Tasks*

### **Task 1: Stakeholder and Public Engagement**

The consultant will prepare a plan for implementing an equitable and authentic public engagement process. The consultant will be expected to hold at least one public meeting in each of the First and Second Class Cities within the County. The consultant should be prepared to host an additional 2-4 public meetings hosted in accessible locations throughout the non-incorporated areas of the county. While in-person public engagement is preferred, virtual engagement methods may be utilized as needed.

The project team should consider the following for their public engagement strategy:

1. Identify communities that are disproportionately impacted by traffic risks and ensure that they are getting representation and feedback from these traditionally underrepresented communities.
2. Assessment of the feedback received, including the activity and participants engaged, and how the feedback will be incorporated in the Action Plan.
3. The consultant will identify a Transportation Safety Committee (TSC) representing transportation safety representatives from Mississippi County. The consultant will coordinate with the TSC to identify safety concerns, locations of interest, and to get feedback on recommendations.

### **Task 2: State of Practice & Data Review**

The consultant will collect and review existing programs, policies and activities; and provide a summary of current efforts to address transportation safety – including strategies other jurisdictions are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and efficient methods used to achieve outcomes.

The project team will:

1. Review local and statewide plans, studies and initiatives related to roadway safety and develop recommendations for improved collaboration to address safety analysis, project development and implementation more effectively across the county.
2. Assess the quality and completeness of existing data – including crash, transportation, land use and demographic data. If analysis methods require more information, the consultant may recommend additional data collection.
3. Make recommendations based on the literature, policy/data review and input from transportation safety technical advisors on best analysis strategies and data requirements.

### **Task 3: Crash Data Analysis**

The consultant will collect and review crash, traffic and roadway data for at least the most recent 5-year period to understand critical safety issues and provide insight into trends, causes and patterns of transportation safety throughout the county. The data analysis and final recommendations will prioritize the “3 E’s” of traffic safety: Engineering, Enforcement and Education.

The project team will:

1. Analyze existing conditions and historical trends that provide a baseline level of crashes. Include an analysis of locations where there are crashes and the severity of crashes, as well as contributing factors and crash types by relevant road users (vehicle, motorcycle, pedestrian, bicycle rider, etc.).
2. Summarize crash characteristics and determine the most likely contributing factors, matching crash activity with roadway characteristics such as speed limits, intersection controls, streetlights, pedestrian crossings, railroad crossings, etc. for each road user (vehicles, motorcycles, bicycle riders and pedestrians).
3. Use best practices, methods and datasets identified in Task 3 to inform the Action Plan including:
  - a. regional trends over time
  - b. prevalence of crash types, especially those resulting in fatalities and serious injuries
  - c. regional distribution of crashes, including geographic locations of crashes as well as road typologies or system characteristics
  - d. data that connects prevalent risk and crash characteristics to agency policy and processes, including implementing proven safety countermeasures, identifying projects or locations for priority funding, and supporting local project development

Through the analysis the project team will identify:

1. Emphasis Areas (high-risk areas with the highest fatal and severe injuries crashes)
2. Up to ten 1-mile high-risk corridors (with the highest fatal and severe injuries crashes)
3. Up to 30 high-risk intersections (with the highest fatal and severe injuries crashes)

#### **Task 4: Countermeasure Toolkit**

The consultant will identify countermeasures to address the emphasis areas and high-risk corridors and intersections. The countermeasures must at least include the “3 E’s” of traffic safety (Engineering, Enforcement and Education) and incorporate a Safe System Approach. The consultant will include strategies and performance measures to measure progress over time and be tracked at the county level. In addition, consultants shall identify correlations between countermeasures and federal performance measures. A process will need to be set up to ensure transparency in reducing roadway fatalities and serious injuries.

#### **Task 5: Transportation Equity Review**

The consultant will perform a transportation equity review to better understand how current transportation systems, services and decision-making processes impact the lives of all users, including underserved and underrepresented communities. This should include an analysis of systems, services and processes that support safe and easy-to-use multimodal options, amenities that are accessible to all populations for reaching destinations independently and strategies to reduce socioeconomic disparities experienced by underserved and underrepresented communities.

As part of this task, the consultant should develop and assess regional transportation indicators that easily measure transportation barriers in underserved and underrepresented areas and/or potential structural inequalities that different population groups may face.

These indicators should include, at minimum:

- Accessibility
- Connectivity
- Effectiveness
- Environment
- Health
- Mobility
- Safety
- Level of community engagement
- Other equity indicators, as required.

#### **Task 6: Implementation Plan & Programs**

The consultant will develop a strategy for implementing safety measures included in Task 4 (Countermeasure Toolbox) and a means to monitor safety outcomes to evaluate which measures are most effective for the County’s partner agencies. The consultant will identify potential projects for future grant applications, measures that can be included in regular maintenance cycles, and potential updates to regional design standards to better align safety best practices.

The project team will identify potential projects based on the results of Task 5 and develop an Implementation Plan and recommendations for Education and Enforcement Programs. Strategies, potential projects, and programs will be focused around the “3 E’s” of traffic safety.

The Implementation Plan and Education and Enforcement Programs will:

- Recognize the needs of all users of the multimodal transportation system.
- Include potential projects that are feasible and applicable for grant funding.
- Include conceptual infrastructure improvements with quantifiable costs.
- Include a schedule for implementation.
- Identify roles and responsibilities for implementation.
- Address project evaluation and prioritization.

Strategies and recommendations will consider and outline fiscal and employee resources necessary for a continued, sustained, and successful effort to achieve traffic safety goals. A project readiness timeline for each strategy and project should be included (i.e., short term = up to five years; mid-term = five to ten years; long-term = 10+ years)

### **Task 7: Administrative Draft and Final Plan**

The consultant will prepare an administrative draft of the regional transportation safety plan for review and comment by the TSC. This draft is to be provided as an electronic PDF to TSC members. Comments received from the SRC will be incorporated into the final plan. Upon final review and consent by the TSC, the consultant will develop a final report that is visually appealing, easy for policymakers and stakeholders to understand, and communicates action plan strategies and recommendations. The report should be able to be used both digitally and in hard copy format. This may take the form of separate print and web formats.

Specifically, the consultant should develop a final report that:

1. Is organized and communicates a clear message both graphically and with accompanying text.
2. Is easy to read and understand.
3. Explains key implications as they relate to policies, programs, practices, strategies, infrastructure projects, funding, and other recommendations.

The consultant shall provide the County with appropriate presentation materials for final review and approval of the transportation safety plan by participating governments. The County shall be responsible for presenting and achieving final recommendations and approval of the study. If the consultant wishes to include assistance with the final approval process in their scope of work, this should be accounted for in the proposal.



**Task 8: Executive Summary/Fact Sheet**

Upon completion of the transportation safety plan, the consultant shall develop a brief executive summary or fact sheet in PDF format which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.

**Task 9: Deliverables**

Upon final project completion, the consultant will be responsible for providing a high-resolution document in PDF format. The consultant is also expected to provide the County with all data and study products. All meeting summaries and technical analyses should be included as an appendix of the study.

## **SECTION 2: CONTENT FOR PROPOSALS**

Respondents shall provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. The response shall be submitted according to the format set forth below. As previously stated, the County will review each proposal and make a determination as to the sufficiency and adequacy of the Respondent's qualifications. If the Respondent fails to provide or omits information, there will be no appeals process or acceptance of additional materials.

### ***Contents of Proposals Response***

#### **Cover Letter / Letter of Interest (1 page)**

The response will contain a letter of interest that declares that the Respondent is submitting the response without collusion with any other person or entity submitting a response pursuant to this solicitation. Letters should not contain links to other web pages, are not to exceed one (1) page in length, and will include at a minimum the following information in the following format:

1. Name, address and contact information for the submitting person or entity.
2. Organization profile and qualifications: this section of the letter must describe the proposing firm and must also identify the primary individuals responsible for supervising the work, including their titles and/or their classifications.

Letters of Interest shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

#### **Table of Contents (1 page)**

The table of contents should outline, in sequential order, the major areas of the Response Package as shown herein. All pages of the Response Package, excluding attachments, must be clearly and consecutively numbered and correspond to the table of contents.

#### **Executive Summary (1 page)**

Provide a complete and concise summary of Respondent Team's background, types of expertise and ability to meet the requirements of this RFP. The executive summary should briefly state why the Consultant Team is the best candidate for the project.

#### **Statement of Organization & Personnel Qualifications (No more than 10 pages)**

Respondents shall include within their Submittal a Statement of Organization. The Statement of Organization should include the following information:

## **1. List of Personnel with Stated Qualifications**

Respondents must first supply a summary list of personnel who will actually perform the work for the anticipated contractual services. The individuals listed must have at a minimum:

- a. Professional licenses/certifications
- b. Experience performing transportation safety studies

## **2. Description of Relevant Experience**

Descriptions of relevant experience and other certifications for each of the individuals shall be provided. These descriptions should be limited to one page per individual. The following experiences should be included in the individual personnel descriptions:

- a. Certified Road Safety Professional or Professional Traffic Operations Engineer
- b. Experience with evaluation of safety data and/or conducting road safety assessments.
- c. Applying Highway Safety Manual procedures for site evaluation, crash prediction, and countermeasure selection
- d. Expertise in traffic operations and roadway design
- e. Experience estimating costs for the installation of safety countermeasures
- f. Working with ARDOT's Traffic and Safety Operations
- g. Any other experiences related to traffic safety analyses.

### **Relevant Prior Project Experience (5 pages)**

Identify projects that demonstrate relevant project experience according to the Scope of Services in Section 2 of this RFP. The examples should come from relevant team members' experience and should have been performed in the last five (5) years. References of transportation safety plans successfully conducted or underway are preferred.

### **References (1 page)**

Respondents shall provide names and addresses of a representative list of clients/references with which the Respondent has performed similar work. References shall include a contact person, current telephone number and current email addresses.

### **Statement of Financial Stability**

Respondents shall provide a statement in writing, signed by a duly authorized representative, stating the present financial condition of the Respondent, and disclosing information as to Respondent's involvement in any current bankruptcy proceedings. The

Statements of Financial Stability shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

### **Statement of Litigation History**

Respondents shall provide a statement describing any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or political subdivision thereof or which may affect the performance of the services to be rendered herein, in which the Respondent, any of its employees, subcontractors or subconsultants is or has been involved within the last five years. The Statement of Litigation History shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

### **Disposition of Proposals**

All proposals submitted in response to this RFP will become the property of the County and a matter of public record. Respondent must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under FOIA laws. Any Respondent claiming such an exemption must also state that it agrees to defend any action brought against the County for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any Respondent who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said action.

### **Disadvantaged Business Enterprises (DBE) Certification**

The County seeks meaningful participation by qualified disadvantaged businesses in its procurement process. A DBE is defined as, “for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged.” The proposal shall indicate the minimum percentage of the total contract value that is to be paid to any sub-consultant or supplier for which DBE status is claimed. DBE firms are requested to submit evidence of such classification with the Response Package (as Attachment F).

### ***Attachments***

Executed copies of:

- **Attachment A: Certification of Non-Collusion**
- **Attachment B: Certification of Contingent Fees**
- **Attachment C: Certification of Fair Employment Practices**
- **Attachment D: Conflict of Interest Disclosure**
- **Attachment E: DBE Certification (if applicable)**

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women-owned/managed or Disadvantaged Business Enterprises (DBE). While there is no requirement for DBE-involvement for this contract, DBE firms are requested to submit evidence of such classification with the Qualifications Package.

Proposal Packages submitted for consideration should be arranged following the format shown below:

**Qualifications Package Structure**

1. Cover Letter/Letter of Interest (one single sided page)
2. Table of Contents (one single sided page)
3. Executive Summary (one single sided page)
4. Personnel and Qualifications (ten single sided pages)
5. Prior Project Experience (four single sided pages)
6. References (one single sided page)
7. Attachment A: Certification of Non-Collusion
8. Attachment B: Certification of Contingent Fees
9. Attachment C: Certification of Fair Employment Practices
10. Attachment D: Conflict of Interest Disclosure
11. Attachment E: DBE Certification (if applicable)

**NOTE: Proposal Packages should not exceed 20 pages (excluding attachments).**

### **SECTION 3: SUBMISSION, EVALUATION, AND SELECTION**

#### ***Submission***

All materials submitted in response to this RFP become the property of Mississippi County upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship between Mississippi County and the Respondent.

Inquiries - Respondents may submit written email inquiries for interpretation of this RFP to Tom Henry, Public Affairs Director, at [publicaffairs@mississippicountyar.org](mailto:publicaffairs@mississippicountyar.org) **no later than 4:30 PM on Friday, March 8, 2024**. Questions made and answered will be summarized in writing for distribution on the Mississippi County website ( <https://www.mississippicountyar.org/county-judge> ) **no later than 4:30 PM on Tuesday, March 12, 2024**. All questions will remain anonymous. Addendums or amendments to this RFP, if required, shall also be posted to the website.

Mississippi County staff will not respond to verbal questions or meeting requests regarding this solicitation. Any email correspondence related to this RFP should refer to the appropriate RFP title, page, and paragraph.

Verification of Information - MISSISSIPPI COUNTY staff may verify all information submitted as part of a Proposal Package. Submission of information deemed to be inaccurate may result in a determination of non-response and a rejection of the Proposal Package.

Exceptions - Any desired exceptions to the terms and conditions of this RFP must be included in the Proposal Package and must address the specific page and paragraph of the RFP in which the conflict exists. A Respondent's preprinted terms and conditions will not be considered as exceptions.

Proposal Packages - The Proposal Package and other information received in response to this RFP shall be shown only to MISSISSIPPI COUNTY staff. After award, the successful Proposal Package and evaluation document shall be open for public inspection.

Late Proposal Package - Late Proposal Packages will not be considered.

Withdrawal of Proposal Packages - Submitters may withdraw their Proposal Package by notifying MISSISSIPPI COUNTY at any time. They may withdraw their Qualifications Package in person or through an authorized representative. To withdraw a response, a submitter or authorized representative must disclose their identity and provide a signed letter for which a written receipt will be provided. Proposal Packages become the property of MISSISSIPPI COUNTY and will not be returned to the submitters. Upon

receiving responses they become a “public record” and shall be subject to public disclosure.

### ***Evaluation Criteria***

Proposals will be reviewed and evaluated against the RFP selection criteria, as listed below. For each Proposal Package, the individual criterion will be ranked on a scale of 1 to 10 and multiplied by its weight factor. Criteria scores will be added together for a total score, with a maximum possible score of 100. See below.

The scores from the written Proposal Packages will be summed based on the selection criteria to create a ranked list of Respondents. At this point the highest-ranking Respondent will be selected to conduct the work or the MISSISSIPPI COUNTY staff may initiate a short-list interview process. **SELECTION CRITERIA will be based upon Statement of Organization & Personnel Qualifications (score 1 to 10, weight factor 6.0) and Relevant prior Project Experience (score 1 to 10, weight factor 4.0).**

### ***Award of the Contract***

Notwithstanding any other provision of this RFP, the MISSISSIPPI COUNTY expressly reserves the right to:

- Waive any immaterial defect or informality
- Reject any or all Qualifications Packages, or portions thereof
- Reissue a Request for Proposals
- Modify the number and types of tasks to be collected to meet budgetary limitations
- Cancel the Solicitation

### ***Offer and Acceptance Period***

A response to this RFP implies that there is a willingness on the part of the Consultant/Firm to contract with MISSISSIPPI COUNTY based upon the terms, conditions, tasks and specifications contained herein. Submitted Proposal Packages are deemed irrevocable for one-hundred eighty (180) days after the date and time that the proposal packages are due.

### ***Respondent's Rights***

All materials submitted in response to this RFP become the property of MISSISSIPPI COUNTY.

## **SECTION 4: MAJOR CONTRACT PROVISIONS**

This section indicates the major terms and conditions a prospective Respondent should be aware of in the development of the Proposal Package. This is not “all-inclusive” but contains the major provision that might affect the development of the Proposal Package.

### **Payment**

Payment will be made in arrears only after submission of proper invoices to MISSISSIPPI COUNTY. Billing shall represent work completed prior to the invoice date. The invoice shall identify the description of work performed at the contract rates. Payment of any invoice shall not preclude MISSISSIPPI COUNTY from making a claim for adjustment on any service found not to have been in accordance with the contract. Invoices may not be submitted more frequently than monthly.

### **Conflict of Interest**

MISSISSIPPI COUNTY reserves the right to preclude offering a work assignment to a Consultant/Firm should a real, apparent, or potential conflict of interest exist as determined by MISSISSIPPI COUNTY.

### **Performance Standards**

MISSISSIPPI COUNTY relies upon the Consultant/Firm to provide services in accordance with the contract and performance standards established for each work assignment in the Task Order. The Consultant/Firm agrees that time is of the essence, and that contractual commitments shall be met.

### **Delivery of Data and Work Projects**

Unless specified otherwise, the final embodiment of deliverables (maps, charts, tools, reports, etc.) will be delivered in an electronic format to include editable originals, linked supporting graphics and images, and final portable document format (pdf) files.

### **Ownership of Data and Work Products**

All deliverables and/or other products of the contract (including but not limited to all procedures, Qualifications Packages, reports, records, summaries, software documentation, original data, GIS data original and derived, and other matters and materials gathered, prepared and/or developed by the Consultant/Firm in the performance of this contract) shall be the sole, absolute, and exclusive property of the Government of Mississippi County Arkansas, free from any claim or retention of rights thereto on the part of the Consultant, its agents, its subcontractors, officers, or employees.



## **Cancellation**

Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of the MISSISSIPPI COUNTY:

- Consultant/Firm fails to adequately perform the services required in the contract;
- Consultant/Firm attempts to provide service or workmanship which is of an unacceptable quality; or
- Consultant/Firm fails to make progress in the performance of the requirements of the contract, and/or gives MISSISSIPPI COUNTY a positive indication that the Consultant/Firm will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Consultant/Firm agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and notwithstanding other legal remedies which may be available to MISSISSIPPI COUNTY because of the cancellation, agrees to indemnify MISSISSIPPI COUNTY for its cost in procuring the services of a new Consultant/Firm.

MISSISSIPPI COUNTY shall give the Consultant/Firm written notice of default. After receipt of such notice, the Consultant/Firm shall have five (5) days in which to cure such failure. In the event the Consultant/Firm does not cure such failure, MISSISSIPPI COUNTY may terminate all or any part of the contract without further consideration by so notifying the Consultant/Firm in writing.

## **Contract Termination**

By written notice, MISSISSIPPI COUNTY may terminate the contract, in whole or in part, when it is deemed to be in their best interest. If the contract is so terminated, the Consultant/Firm will be compensated for work performed up to the time of the notification of termination. In no event shall payment for such costs exceed the current contract price.

## **Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Consultant/Firm will only be reimbursed for the reasonable value of any non-recurring costs borne but not amortized in the price of services delivered under the contract, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

### **Confidentially**

The Consultant/Firm acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent of those governments.

- The Consultant/Firm shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. MISSISSIPPI COUNTY reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to MISSISSIPPI COUNTY.
- All proprietary information and all copies thereof shall be returned to MISSISSIPPI COUNTY upon completion of the work for which it was obtained or developed.

### **Removal of Contract Employees**

The Consultant/Firm agrees to utilize only experienced, responsible, and capable people in the performance of the work. MISSISSIPPI COUNTY may require that the Consultant/Firm remove employees from the project who endanger persons or property or whose continued employment under this project is inconsistent with the interests of MISSISSIPPI COUNTY.

### **Contract Term**

The term of any resultant contract shall commence on the date of the notice to proceed, unless terminated, canceled, or extended as otherwise provided herein. Should a contract extension be required, MISSISSIPPI COUNTY reserves the right to extend the contract for a specific time period beyond the stated expiration date.

### **Insurance**

Without limiting its liability, the Consultant/Firm shall maintain, during the life of the contract:

- Worker's Compensation Insurance
- Comprehensive General Liability Insurance
- Automobile Liability Insurance
- Consultant's Professional Liability Insurance

As part of the contract developed from this RFP, the Consultant/Firm shall include a standard form "Certificate of Insurance" as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract but shall generally be sufficient to protect MISSISSIPPI COUNTY from liability as a result of this study. This coverage

may not be canceled, reduced or allowed to lapse without written notice to MISSISSIPPI COUNTY.

## **SECTION 5: REQUIRED FORMS AND ATTACHMENTS**

The following forms (attached hereto) must be signed by a duly authorized representative and submitted with the Qualifications Package.

Attachment A: Certification of Non-Collusion

Attachment B: Certification of Contingent Fees

Attachment C: Certification of Fair Employment Practices

Attachment D: Conflict of Interest Disclosure

Attachment E: Disadvantaged Business Enterprise (DBE) Certification (if applicable)

**ATTACHMENT A: CERTIFICATION OF NON-COLLUSION**

The undersigned, having been fully informed regarding the accuracy of the statements made herein, certifies that:

1. This Qualifications Package was developed and submitted independently and without consultation, communication, collusion, understanding, or agreement with any other Respondent or potential Respondent.
2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract.
3. This Qualifications Package is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive application.
4. \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last five years, been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The undersigned attests that he/she is authorized to make this certification on behalf of the Respondent, and its owners, directors, and officers.

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Respondent/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

**ATTACHMENT B: CERTIFICATION OF CONTINGENT FEES**

The Respondent acknowledges that no MISSISSIPPI COUNTY assistance has been paid or will be paid on its behalf to any person(s) for influencing or attempting to influence an officer or employee of MISSISSIPPI COUNTY, in connection with the award of any MISSISSIPPI COUNTY contract, the making of any MISSISSIPPI COUNTY grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any MISSISSIPPI COUNTY contract, grant, loan, or cooperative agreement.

The undersigned attests that he/she is authorized to make this certification on behalf of the Respondent, and its owners, directors, and officers.

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Respondent/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

**ATTACHMENT C: CERTIFICATION OF FAIR EMPLOYMENT PRACTICES**

The undersigned states that \_\_\_\_\_  
(Respondent), by its employment policy, standards and practices, does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, sex, religion, or disability.

The undersigned attests that he/she is authorized to make this certification on behalf of the Respondent, and its owners, directors, and officers.

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Respondent/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

## ATTACHMENT D: CONFLICT OF INTEREST DISCLOSURE

### Instructions

MISSISSIPPI COUNTY, in keeping with the ethic laws of the State of Arkansas, specifically [AR Code § 21-8-803 \(2012\)](#), asks that all persons or firms seeking contracts to submit this form along with their Qualifications Package. Failure to comply with this requirement may cause your Qualifications Package to be declared non-responsive.

### Questions

1. Does your firm have an existing relationship any with employee(s) of MISSISSIPPI COUNTY that could be construed as having a conflict of interest (i.e., financial interest), or which would give rise to a conflict if your firm became a recipient of a contract with MISSISSIPPI COUNTY?

YES  NO

If “yes,” please list the names of employee(s), committee member(s), or officer(s) and the nature of the relationship:

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_

2. Have you or any member of your firm been an employee of MISSISSIPPI COUNTY within the last 24 months?

YES  NO

If “yes,” please list name(s), position(s), and dates of service:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

3. Are you or any manager(s), partner(s), or officer(s) of your firm related by blood or marriage/domestic partnership to an employee of MISSISSIPPI COUNTY?

YES  NO

If “yes,” please list name and the nature of the relationship:

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_



4. In the last 24 months, have you or any members of your firm been a business partner of, employed, or about to employ an employee of MISSISSIPPI COUNTY?

YES  NO

If "yes," please list name and the nature of the relationship:

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_

5. Have you or any manager(s), partner(s), or officer(s) of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contribution(s) (including political contributions) or gift(s) to any current employee of the MISSISSIPPI COUNTY?

YES  NO

If "yes," please list name, date gift or contribution was given/offered, and dollar value:

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Value: \_\_\_\_\_

The undersigned attests that he/she is authorized to make this certification on behalf of the Respondent, and its owners, directors, and officers.

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Respondent/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

**ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION  
(IF APPLICABLE)**