

CONSULTANT SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is between Meadors, Adams & Lee, Inc. (“MA-Lee”), located at 100 River Market Ave. #300, Little Rock, Arkansas 72201, and the Bureau of Legislative Research (“BLR”), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201. MA-Lee provides property insurance consulting services. The BLR desires to hire MA-Lee to provide detailed and accurate information concerning a strategic path forward for the provision of property insurance for education facilities in the state, including K-12 school districts and institutions of higher education, as set forth in RFP No. BLR-230001 and MA-Lee’s response to the RFP (the “Services”), for the use and information of the Legislative Council Executive Subcommittee (the “Subcommittee”) and the members of the Legislative Council and the Arkansas General Assembly.

MA-Lee and the BLR hereby agree as follows:

1. **Services to be performed.** The BLR hereby retains MA-Lee to perform the Services as set forth in RFP No. BLR-230001 (the “RFP”) and MA-Lee’s Proposal in response to the RFP, as submitted on August 21, 2023, including MA-Lee’s Official Proposal Price Sheet (collectively, the “Proposal”). Any and all assumptions stated by MA-Lee in the Proposal shall not be considered part of this Agreement. The RFP and the Proposal are attached hereto and incorporated into this agreement by reference as Attachment A.
2. **Data Required by MA-Lee.** In order to perform the Services, MA-Lee may require information that is held by various entities other than the BLR, including without limitation the Arkansas Insurance Department, the Arkansas School Board Association, and the Department of Education. The parties acknowledge that such data and information is in the possession of third parties; that MA-Lee must rely on these third parties to cooperate in providing this data and information; and that the data and information may be subject to laws restraining or preventing their release or dissemination. BLR authorizes MA-Lee to contact the various entities holding the information that MA-Lee requires in order to perform the Services under this Agreement. BLR Staff will be available to help to facilitate the contact with these entities upon request from MA-Lee. BLR acknowledges and agrees that while MA-Lee is relying on this data and information from such third parties in connection with its provision of the services under this Agreement, MA-Lee makes no representation with respect to and shall not be responsible for the accuracy or completeness of such data and information.
3. **Deliverables.** In connection with the services to be provided under the RFP, MA-Lee will prepare various documents, including without limitation reports and status updates to the Subcommittee, completed research requests for the Subcommittee, a final report of its work, assistance with recommendations and draft legislation of the Subcommittee, and attendance at other legislative committee meetings, as authorized by the Subcommittee co-chairs (the “Deliverables”) to be provided to the BLR for use by the Subcommittee, the Legislative Council, and the Arkansas General Assembly. BLR will own all Deliverables provided under this Agreement.

MA-Lee will maintain full ownership of: (a) working papers of MA-Lee; (b) pre-existing MA-Lee materials or studies used in the provision of the Services and the Deliverables; (c) MA-Lee know-how and processes used in

the provision of the Services and Deliverables as well as any and all intellectual property owned by MA-Lee that may be employed in providing the Services and Deliverables. MA-Lee is providing the Services and Deliverables for the use and benefit of the Subcommittee, the Legislative Council, and the Arkansas General Assembly. The Services and Deliverables are not for a third party's use, benefit or reliance, other than members of the General Assembly and as authorized by the Subcommittee co-chairs. Except as described in Section 10 of this Agreement, MA-Lee shall not discuss the Services or disclose the Deliverables until such time that the BLR provides MA-Lee notice that the BLR has disclosed the Services and Deliverables to third parties.

4. **Term and Termination.** The term of this Agreement will commence on September 15, 2023, and terminate on June 30, 2024, with an option to renew for an additional six (6) month period upon mutual agreement of the parties if the need of the Subcommittee, the Legislative Council, or the Arkansas General Assembly merits an extension.

Either party may terminate the Agreement by giving ten (10) days prior written notice.

5. **Fees and Expenses.** The Fees and Expenses related to this Agreement are outlined in the Official Proposal Price Sheet that is part of the Proposal and incorporated in this Agreement by reference. The maximum amount BLR will pay to MA-Lee for the provision of the Services is Fifty Thousand Dollars (\$50,000.00). On a monthly basis (*e.g.* October 15, 2023, November 15, 2023, December 15, 2023), MA-Lee shall submit itemized invoices to the BLR, per the requirements set forth in the RFP, based upon the per unit and per hour pricing set forth in the Proposal. The monthly invoices will include reimbursements for travel related to the work being performed by MA-Lee and attendance at legislative committee meetings. All mileage amounts will be calculated per Mapquest and copies of the Mapquest routes will be provided to the BLR with the monthly invoices, as well as copies of receipts for reimbursement of actual travel expenses.
6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. MA-Lee agrees that any claims against the BLR, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission, as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR, the Subcommittee, the Legislative Council, or the Arkansas General Assembly.
7. **Assignment.** This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. Notwithstanding the foregoing, MA-Lee may assign its rights and obligations hereunder to any of its affiliates or subsidiaries under common control and operating under the same trade name. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
8. **Subcontractors.** MA-Lee has not listed any proposed subcontractors in the Proposal. If at any point during the contract term MA-Lee finds it necessary to utilize a subcontractor, MA-Lee shall seek prior approval of the Subcommittee before contracting any part of the work to be performed under this Agreement. The Subcommittee shall have the right to not approve or to require replacement of any subcontractor found to be unacceptable by the Subcommittee.

9. **Amendment.** This Agreement may be amended upon agreement of both parties to the Agreement and the approval of the Subcommittee and the Legislative Council. Any amendment to this Agreement must be in writing and signed by both parties.
10. **Confidentiality.** “Confidential Information” under this Agreement means non-public information that a party marks as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential information does not include any information which is (a) rightfully known to the recipient prior to its disclosure; (b) released to any other person or entity (including governmental agencies) without restriction; (c) independently developed by the recipient without use of or reliance on Confidential Information; or (d) or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party.

Each party will protect the confidentiality of Confidential Information that it receives under the Agreement except as required by applicable law, rule, regulation, or professional standard, without the other party’s prior written consent. Due to the BLR being a public entity within the State of Arkansas, all terms of this Agreement, including but not limited to fee and expense structure, are subject to disclosure under the Freedom of Information Act of 1967, Ark. Code Ann. § 25-19-101, *et seq.*

If disclosure of MA-Lee’s Confidential Information is required by law, rule, regulation, or professional standard, (including any subpoena or other similar form of process), the BLR shall provide MA-Lee with prior prompt written notice thereof.

In consideration of MA-Lee’s and BLR’s agreement to provide one another with access to their respective Confidential Information, MA-Lee and BLR each agrees to maintain in confidence all Confidential Information of the other. Except as provided in this Agreement, neither MA-Lee nor BLR shall in any manner disclose any Confidential Information of the other to any person, entity, firm or company whatsoever, without the express written consent of the other. MA-Lee and BLR shall each take all steps necessary to ensure that their respective partners, subcontractors, affiliates, officers, employees, independent contractors, agents and other representatives (collectively “Representatives”) maintain the Confidential Information in confidence.

11. **Restriction of Boycott of Israel.** In accordance with Arkansas Code § 25-1-503, MA-Lee hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, MA-Lee and BLR have executed this Agreement this 15<sup>th</sup> day of September, 2023.

**MEADORS, ADAMS & LEE, INC.:**

\_\_\_\_\_

**Roberts Lee, President**

\_\_\_\_\_

**Date**

**BUREAU OF LEGISLATIVE**

**RESEARCH:**

\_\_\_\_\_

**Marty Garrity, Director**

\_\_\_\_\_

**Date**

ATTACHMENT A

RFP No. BLR-230001

and

MA-Lee's Proposal in Response,  
including the Official Proposal Price Sheet

## ATTACHMENT A OFFICIAL PROPOSAL PRICE SHEET

**Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.**

1. Bids should provide at least a 180-day acceptance period.
2. By submission of a proposal, the proposer certifies the following:
  - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
  - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
  - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
  - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

**The Official Price Proposal Sheet must be submitted in substantially the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.**

DESCRIPTION	PRICE PER HOUR	NUMBER OF POSITIONS
Supervisor	\$24.04	2- Roberts Lee, President Steven Kyle Morgan, Public Entities
Other Professional Staff (List by Position)		
Support Staff		
DESCRIPTION	PRICE PER UNIT (IF APPLICABLE)	TOTAL PRICE
Subcontractors (if any)		
Travel		
Any Additional Goods & Services (List Individually)		
<b>TOTAL MAXIMUM AMOUNT OF BID:</b>		<b>\$50,000</b>


 , President  


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 Signature, Title

8/31/2023  


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 Date



**State of Arkansas  
Bureau of  
Legislative Research**

Marty Garrity, Director  
Kevin Anderson, Assistant Director  
for Fiscal Services  
Matthew Miller, Assistant Director  
for Legal Services  
Jessica Whittaker, Assistant Director  
for Research Services  
Eric Sanders, Assistant Director  
for Information Technology Services

**REQUEST FOR PROPOSAL**

RFP Number: BLR-230001	
Commodity: <b>Education Facilities Property Insurance Consulting Services</b>	Proposal Opening Date: <b>August 21, 2023</b>
Date: <b>July 24, 2023</b>	Proposal Opening Time: <b>4:00 P.M. CDT</b>

PROPOSALS SHALL BE SUBMITTED IN HARD COPY AND ELECTRONIC FORMAT AND WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING, AND VENDOR'S RETURN ADDRESS. THE ELECTRONIC SUBMISSIONS SHOULD BE CLEARLY MARKED AS A PROPOSAL IN RESPONSE TO RFP NO. BLR-230001. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE BUREAU OF LEGISLATIVE RESEARCH.

Vendors are responsible for delivery of their proposal documents to the Bureau of Legislative Research prior to the scheduled time for opening of the particular proposal. When appropriate, Vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the Bureau of Legislative Research office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, FedEx, and DHL, deliver mail to our street address, 500 Woodlane Street, State Capitol Building, Room 315, Little Rock, Arkansas 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: 500 Woodlane Street State Capitol Building, Room 315 Little Rock, Arkansas 72201	PROPOSAL OPENING LOCATION: Bureau of Legislative Research Director's Office State Capitol Building, Room 315
E-MAIL: thayerj@blr.arkansas.gov	
TELEPHONE: (501) 683-0720	

Company Name: Meadors, Adams & Lee, Inc.

Name (type or print): Steven Morgan

Title: Public Entities Account Executive

Address: 100 River Market Ave., Suite 300, Little Rock, AR 72201

Telephone Number: 501-372-5200

Fax Number: 501-372-4763

E-Mail Address: Kyle@ma-lee.com

Identification:

71-0569703

Federal Employer ID Number

Social Security Number

**FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY  
RESULT IN PROPOSAL REJECTION**

Business Designation (check one):	Individual <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Public Service Corp <input type="checkbox"/>
	Partnership <input type="checkbox"/>	Corporation <input checked="" type="checkbox"/>	Government/ Nonprofit <input type="checkbox"/>

GENERAL DESCRIPTION:	Education Facilities Property Insurance Consulting Services
TYPE OF CONTRACT:	Term

**MINORITY BUSINESS POLICY**

Participation by minority businesses is encouraged in procurements by state agencies, and although it is not required, the Bureau of Legislative Research ("BLR") supports that policy. "Minority" is defined at Arkansas Code Annotated § 15-4-303 as "a lawful permanent resident of this state who is: (A) African American; (B) Hispanic American; (C) American Indian; (D) Asian American; (E) Pacific Islander American; or (F) A service-disabled veteran as designated by the United States Department of Veteran Affairs". "Minority business enterprise" is defined at Arkansas Code Annotated § 15-4-303 as "a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Vendor shall submit a copy of the Vendor's Equal Opportunity Policy. EO Policies shall be submitted in hard copy and electronic format to the Bureau of Legislative Research accompanying the solicitation response. The Bureau of Legislative Research will maintain a file of all Vendor EO policies submitted in response to this solicitation. The submission is a one-time requirement, but Vendors are responsible for providing updates or changes to their respective policies.

**EMPLOYMENT OF ILLEGAL IMMIGRANTS**

The Vendor shall certify prior to award of the contract that it does not employ or contract with any illegal immigrants in its contract with the Bureau of Legislative Research. Vendors shall certify on the Proposal Signature Page and online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new> . Any subcontractors used by the Vendor at the time of the Vendor's certification shall also certify that they do not employ or contract with any illegal immigrant. Certification by the subcontractors shall be submitted within thirty (30) days after contract execution.

**RESTRICTION OF BOYCOTT OF ISRAEL**

Pursuant to Arkansas Code § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

**RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES**

Pursuant to Arkansas Code § 25-1-1001, et seq., a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of energy, fossil fuel, firearms, or ammunition industries. The prohibition does not apply to a company that offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page, the Vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott of energy, fossil fuel, firearms, or ammunition industries.

**DISCLOSURE FORMS**

Completion of the EO-98-04 Governor's Executive Order contract disclosure forms located at <http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf> is required as a condition of obtaining a contract with the Bureau of Legislative Research and shall be submitted with the Vendor's response.

**SECTION I. GENERAL INFORMATION**

**1.0 INTRODUCTION**

The purpose of this Request for Proposals ("RFP") issued by the Bureau of Legislative Research ("BLR") is to invite responses ("Proposals") from Vendors desiring to provide Education Facilities Property Insurance Consulting Services for the Executive Subcommittee of the Legislative Council (the "Subcommittee").

The BLR intends to execute one (1) contract as a result of this procurement ("the Contract"), if any contract is issued at all, encompassing all of the products and services contemplated in this RFP, and Proposals shall be evaluated accordingly. All Vendors must fully acquaint themselves with the needs and requirements of the General Assembly and the BLR and obtain all necessary information to develop an appropriate solution and to submit responsive and effective Proposals. The Vendor Selection Process for this procurement shall be conducted by the Executive Subcommittee of the Legislative Council (the "Subcommittee"), with ultimate contract approval by the Legislative Council.

**1.1 ISSUING AGENCY**

This RFP is issued by the BLR for the Subcommittee. The BLR is the sole point of contact in the state for the selection process. Vendor questions regarding RFP-related matters should be made in writing (via e-mail) through the BLR's Chief Legal Counsel, Jillian Thayer, [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov). Questions regarding technical information or clarification should be addressed in the same manner.

**1.2 SCHEDULE OF EVENTS**

- Release RFP July 24, 2023
- Deadline for submission of questions August 14, 2023
- Closing for receipt of proposals and opening of proposals August 21, 2023 at 4:00 p.m. CDT
- Evaluation of proposals by BLR August 21, 2023 to August 31, 2023
- Proposals released to Subcommittee September 1, 2023
- Selection of Vendors to make Oral Presentations To Be Announced by Subcommittee

- Oral Presentations/Intent to Award To Be Announced by Subcommittee
- Approval of draft contract by the Policy-Making Subcommittee of the Legislative Council Week of September 11-15, 2023
- Approval of final contract by the Legislative Council September 15, 2023
- Contract Execution and Start Date Upon approval of the Legislative Council

Proposals are due no later than the date and time listed on Page 1 of the RFP.

### 1.3 **CAUTION TO VENDORS**

- Vendors shall not contact members of the Subcommittee or the BLR regarding this RFP or the Vendor Selection process from the time the RFP is posted until the Intent to Award is issued, other than through submission of questions in the manner provided for under Section 1.7 of this RFP. The BLR will initiate all other necessary contact with Vendors. ***Any violation of this requirement can be considered a basis for disqualification of the Vendor by the Subcommittee.***
- **Vendors shall respond to each numbered paragraph of the RFP, including by written acknowledgment of the requirements and terms contained in paragraphs that require no other response.** (e.g. "Section 1.3. Vendor acknowledges and agrees with the requirements set forth in this section.") Failure to provide a response will be interpreted as an affirmative response or agreement to the conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response, and Vendor must identify the specific page and paragraph being referenced.
- On or before the date and time specified on page one of this RFP, Vendors shall submit:
  - a. One (1) signed original hard copy of the original proposal and the Official Proposal Price Sheet ("OPPS");
  - b. Fifteen (15) additional copies of the redacted proposal and the OPPS (If no redacted version is submitted, then 15 copies of the original proposal.); and
  - c. If the Vendor's proposal contains information that is proprietary and confidential, two (2) electronic versions of the proposal (one (1) redacted electronic version and one (1) unredacted electronic version) on CD, flash drive, or via e-mail. However, if there is no information to redact, one (1) electronic version of the proposal is sufficient.
- If emailing electronic versions, send to Jillian Thayer at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov).
- Failure to submit the required number of copies with the proposal may be cause for rejection.
- For a proposal to be considered, an official authorized to bind the Vendor to a resultant contract must have signed the proposal **and** the Official Proposal Price Sheet.
- All official documents shall be included as part of the resultant Contract.
- The Subcommittee reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the Subcommittee to do so. Proposals may be rejected for one or more reasons not limited to the following:

- a. Failure of the Vendor to submit his or her proposal(s) on or before the deadline established by the issuing office;
- b. Failure of the Vendor to respond to a requirement for oral/written clarification, presentation, or demonstration;
- c. Failure to supply Vendor references;
- d. Failure to sign the original proposal **and** the Official Proposal Price Sheet;
- e. Failure to complete and sign the Official Proposal Price Sheet(s);
- f. Any wording by the Vendor in its response to this RFP, or in subsequent correspondence, that conflicts with or takes exception to a requirement in the RFP; or
- g. Failure of any proposed services to meet or exceed the specifications.

#### **1.4 RFP FORMAT**

Any statement in this document that contains the word "must" or "shall" means that compliance with the intent of the statement is mandatory, and failure by the Vendor to satisfy that intent will cause the proposal to be rejected.

#### **1.5 ALTERATION OF ORIGINAL RFP DOCUMENTS**

The original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the BLR. This does not eliminate a Vendor from taking exception(s) to these documents, but it does clarify that the Vendor cannot change the original document's written or electronic language. If the Vendor wishes to make exception(s) to any of the original language, it must be submitted by the Vendor in separate written or electronic language in a manner that clearly explains the exception(s). If Vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Vendor's response may be declared non-responsive, and the response shall not be considered.

#### **1.6 REQUIREMENT OF AMENDMENT**

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE BUREAU OF LEGISLATIVE RESEARCH. Vendors are cautioned to ensure that they have received or obtained and responded to any and all amendments to the RFP prior to submission.

#### **1.7 RFP QUESTIONS**

Any questions regarding the contents and requirements of the RFP and the format of responses to the RFP shall be directed to Jillian Thayer **via email only** at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov). Questions must be submitted by the deadline set forth in Section 1.2, Schedule of Events. Questions submitted by Vendors and answers to questions, as provided by the Bureau of Legislative Research, will be made public.

#### **1.8 PRICES/COST**

An official authorized to bind the Vendor to any resulting Contract must sign the Official Proposal Price Sheet.

Vendors must include all pricing information on the Official Proposal Price Sheet and any attachments thereto and must clearly mark said page(s) as pricing information. Official Proposal Price Sheets may be reproduced as needed. Vendors may expand items to identify all proposed services and costs. A separate listing, which must include pricing, may be submitted with summary pricing.

All charges included on the Official Proposal Price Sheet, must be valid for one hundred eighty (180) days following proposal opening, and shall be included in the cost evaluation. The pricing must include all associated costs for the service being bid.

The BLR will not be obligated to pay any costs not identified on the Official Proposal Price Sheet. Any cost not identified by the Vendor but subsequently incurred in order to achieve successful operation will be borne by the Vendor.

### **1.9 PROPRIETARY INFORMATION**

Proposals and documents pertaining to the RFP become the property of the BLR, and after release to the Subcommittee, shall be open to public inspection pursuant to the Freedom of Information Act of 1967, Arkansas Code § 25-19-101, *et seq.* It is the responsibility of the Vendor to identify all proprietary information by providing a redacted copy of the proposal, as discussed below, and to seal such information in a separate envelope or e-mail marked as confidential and proprietary.

If the proposal contains information that the Vendor considers confidential and proprietary, the Vendor shall submit one (1) complete electronic copy of the proposal from which any proprietary information has been removed, *i.e.*, a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and be submitted on a CD, a flash drive, or in a separate e-mail. Except for the redacted information, the electronic copy must be identical to the original hard copy. The Vendor is responsible for ensuring the redacted copy on CD, flash drive, or submitted via e-mail is protected against restoration of redacted data. ***Submission of a redacted copy is at the discretion of the Vendor, but if no information is redacted, the entire proposal will be considered available as public information once published to the Subcommittee members.***

### **1.10 DELIVERY OF RESPONSE DOCUMENTS**

It is the responsibility of Vendors to submit proposals at the place and on or before the date and time set in the RFP solicitation documents. Proposal documents received at the BLR office after the date and time designated for proposal opening are considered late proposals and shall not be considered. Proposal documents that are to be returned may be opened to verify which RFP the submission is for.

### **1.11 BID EVALUATION**

The Subcommittee will evaluate all proposals to ensure all requirements are met. The Contract will be awarded on the basis of the proposal that most thoroughly satisfies the relevant criteria as determined by the Subcommittee.

### **1.12 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS**

The Subcommittee will select a small group of Vendors from among the proposals submitted to attend a meeting of the Subcommittee to answer questions and to make oral and written presentations to the Subcommittee. The date of this meeting will be announced by the Subcommittee at least one (1) week prior. All presentations are subject to be recorded.

The Successful Vendor selected by the Subcommittee shall also attend the meeting of the Policy Making Subcommittee of the Legislative Council during the week of September 11-15, 2023, and the September 15, 2023 meeting of the Legislative Council, in order to answer any questions that may arise regarding the Contract.

### **1.13 INTENT TO AWARD**

After complete evaluation of the proposal, the intent to award will be announced at the meeting of the Subcommittee at which select Vendors' oral presentations are given (See Section 1.12). The date of this meeting will be announced by the Subcommittee at least one (1) week prior. The purpose of the announcement is to establish a specific time in which vendors and agencies are aware of the intent to award. The Subcommittee reserves the right to waive this policy, the Intent to Award, when it is in the best interest of the state.

### **1.14 APPEALS**

A Vendor who is aggrieved in connection with the award of a contract may protest to the Legislative Council. The protest shall be submitted in writing within five (5) calendar days after the intent to award is announced. After reasonable notice to the protestor, the Legislative Council, or the Joint Budget Committee if the Arkansas General Assembly is in session, shall promptly meet to discuss and issue a decision in writing that states the reasons for the action taken. The Legislative Council's or the Joint Budget Committee's decision is final and conclusive. In the event of a timely protest, the Bureau of Legislative Research shall not proceed further with the solicitation or with the award of the contract unless the co-chairs of the Arkansas

Legislative Council or the Joint Budget Committee make a written determination that the award of the contract without delay is necessary to protect substantial interests of the state.

**1.15 PAST PERFORMANCE**

A Vendor's past performance may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation submitted to the Bureau of Legislative Research with the Vendor's RFP response. Documentation shall be in the form of a report, memo, file, or any other appropriate authenticated notation of performance to the vendor files.

**1.16 TYPE OF CONTRACT**

This will be a term contract commencing on September 15, 2023, and terminating on June 30, 2024, with an option for one (1) renewal of up to six (6) months. The Subcommittee and the BLR will have the option to renegotiate at the time of renewal.

**1.17 PAYMENT AND INVOICE PROVISIONS**

All invoices shall be delivered to the BLR and must show an itemized list of charges. The Invoice, Invoice Remit, and Summary must be delivered via email to Jillian Thayer, Chief Legal Counsel, at [thayerj@blr.arkansas.gov](mailto:thayerj@blr.arkansas.gov).

The BLR shall have no responsibility whatsoever for the payment of any federal, state, or local taxes that become payable by the Successful Vendor or its subcontractors, agents, officers, or employees. The Successful Vendor shall pay and discharge all such taxes when due.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the BLR. The BLR may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the Successful Vendor has successfully satisfied the BLR as to the reliability and effectiveness of the services as a whole. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Successful Vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the BLR. Access will be granted to state or federal government entities or any of their duly authorized representatives upon request.

Financial and accounting records shall be made available, upon request, to the BLR's designee(s) at any time during the contract period and any extension thereof and for five (5) years from expiration date and final payment on the Contract or extension thereof.

**1.18 PRIME CONTRACTOR RESPONSIBILITY**

The Successful Vendor will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact.

If any part of the work is to be subcontracted, the Vendor must disclose in its proposal the following information: a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's business organization.

**1.19 DELEGATION AND/OR ASSIGNMENT**

The Vendor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Subcommittee. The Vendor shall not delegate any duties under the Contract to a subcontractor unless the BLR, as approved by the Subcommittee, has given written consent to the delegation.

**1.20 CONDITIONS OF CONTRACT**

The Successful Vendor shall at all times observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of the work. The Successful Vendor shall indemnify

and save harmless the BLR, the Subcommittee, the Arkansas Legislative Council, the Arkansas General Assembly, and the State of Arkansas and all of their 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 subcontractor of the Successful Vendor.

#### **1.21 STATEMENT OF LIABILITY**

The BLR and the Subcommittee will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned technical literature to be delivered or to be used in the installation of deliverables. The Vendor is required to retain total liability for technical literature until the deliverables have been accepted by the authorized BLR official. At no time will the BLR or the Subcommittee be responsible for or accept liability for any Vendor-owned items.

The Successful Vendor shall indemnify and hold harmless the Arkansas General Assembly and its members and committees, the BLR and its officers, directors, agents, retailers, and employees, and the State of Arkansas from and against any and all suits, damages, expenses, losses, liabilities, claims of any kind, costs or expenses of any nature or kind, including, with limitation, court costs, attorneys' fees, and other damages, arising out of, in connection with, or resulting from the development, possession, license, modification, disclosure, or use of any copyrighted or non-copyrighted materials, trademark, service mark, secure process, invention, process or idea (whether patented or not), trade secret, confidential information, article, or appliance furnished or used by a vendor in the performance of the Contract.

The resulting Contract shall be governed by the laws of the State of Arkansas, without regard for Arkansas' conflict of law principles. Any claims against the Bureau of Legislative Research, the Subcommittee, the Arkansas Legislative Council, the Arkansas General Assembly, or any members or committees thereof, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this RFP or the resulting contract shall be construed as a waiver of sovereign immunity.

#### **1.22 AWARD RESPONSIBILITY**

The BLR and the Subcommittee will be responsible for award and administration of any resulting contract(s).

#### **1.23 INDEPENDENT PRICE DETERMINATION**

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from or given to a competitive company; and
- If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all Vendors shall understand that this paragraph may be used as a basis for litigation.

#### **1.24 PUBLICITY**

News release(s), media interviews, or other publicity by a Vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of the BLR, as authorized by the co-chairs of the Subcommittee. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Vendor's proposal.

The Successful Vendor agrees not to use the BLR's, the Subcommittee's, the Arkansas Legislative Council's, or the Arkansas General Assembly's names, trademarks, service marks, logos, images, or any data arising or resulting from this RFP or the Contract as part of any commercial advertising or proposal without the express prior written consent of the BLR and the Subcommittee in each instance.

#### **1.25 CONFIDENTIALITY**

The Successful Vendor shall be bound to confidentiality of any confidential information that its employees may become aware of during the course of performance of contracted services. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the Contract.

The Successful Vendor shall represent and warrant that its performance under the Contract will not infringe any patent, copyright, trademark, service mark, or other intellectual property rights of any other person or entity and that it will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.

#### **1.26 PROPOSAL TENURE**

All Proposals shall remain valid for one hundred eighty (180) calendar days from the Proposal due date referenced on Page 1 of the RFP.

#### **1.27 WARRANTIES**

- The Successful Vendor shall warrant that it currently is, and will at all times remain, lawfully organized and constituted under all federal, state, and local law, ordinances, and other authorities of its domicile and that it currently is, and will at all times remain, in full compliance with all legal requirements of its domicile and the State of Arkansas.
- The Successful Vendor shall warrant and agree that all services provided pursuant to this RFP and the Contract have been and shall be prepared or done in a workman-like manner consistent with the highest standards of the industry in which the services are normally performed. The Successful Vendor further represents and warrants that all computer programs implemented for performance under the Contract shall meet the performance standards required thereunder and shall correctly and accurately perform their intended functions.
- The Successful Vendor shall warrant that it is qualified to do business in the State of Arkansas and is in good standing under the laws of the State of Arkansas, and shall file appropriate tax returns as provided by the laws of this State.

#### **1.28 CONTRACT TERMINATION**

Subsequent to award and execution of the Contract, the Subcommittee and the BLR may terminate the Contract at any time. In the event of termination, the Successful Vendor agrees to apply its best efforts to bring work in progress to an orderly conclusion, in a manner and form consistent with the Contract and satisfactory to the Subcommittee.

#### **1.29 VENDOR QUALIFICATIONS**

The Successful Vendor must, upon request of the Subcommittee, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Subcommittee reserves the right to make the final determination as to the Vendor's ability to provide the services requested herein.

The Vendor must demonstrate that it possesses the capabilities and qualifications described in Sections 3 and 5, including without limitation the following:

- Be capable of providing the services required by the Subcommittee;
- Provide documentation that it is authorized to do business in this State; and
- Complete the Official Proposal Price Sheet in Attachment A.

#### **1.30 NEGOTIATIONS**

As provided in this RFP, discussions may be conducted by the Subcommittee and the BLR with a responsible Vendor who submits proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal responses and negotiation for best and final offers.

#### **1.31 LICENSES AND PERMITS**

During the term of the Contract, the Vendor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections, and related fees for each or any such licenses, permits, and/or inspections required by the state, county, city, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

### **1.32 OWNERSHIP OF DATA & MATERIALS**

All data, material, and documentation prepared for the Subcommittee, pursuant to the Contract, shall belong exclusively to the BLR, for the use of the committees of the Arkansas General Assembly, as authorized by the Subcommittee.

## **SECTION 2. OVERVIEW**

### **2.0 EDUCATION FACILITIES PROPERTY INSURANCE STUDY OVERVIEW**

The Subcommittee is issuing this Request for Proposals with the clear intent to develop and implement a strategic plan and legitimate framework for provision of reasonably priced property insurance coverage options to K-12 school districts and institutions of higher education in the State of Arkansas on an actuarially sound basis while providing for oversight of the plans through a governing structure and legislative oversight.

Currently, school districts purchase property insurance coverage through one of two (2) separate entities: the Arkansas Public School Insurance Trust ("APSIT") administered by the Arkansas Insurance Department or the Arkansas School Board Association ("ASBA"). For the 2023-2024 plan year, school districts are facing increased property insurance premiums under both of these plans.

### **2.1 OBJECTIVES**

It is the objective of the Subcommittee, by entering into a Contract for consulting services, to provide to the members of the Arkansas Legislative Council detailed and accurate information concerning a multi-year strategic path forward for provision of property insurance to K-12 school districts and institutions of higher education in a manner that will provide for reasonable and predictable premium rates, as well as consistent governance of the plans and legislative oversight, including without limitation governing structure for the plans, legislative oversight, funding mechanisms, and options for revisions to the current plans, including without limitation the possibility of combining the two (2) plans and implementing a self-insured structure or utilizing re-insurance, or some combination of self-insurance with reinsurance above recommended specific aggregate limits.

The final work product shall constitute a spectrum of options with reasonable assumptions as to the economic, logistic, legal, and political ramifications of the various options. Every effort should be made to provide the options in a politically-neutral and option-agnostic approach so that the Subcommittee is presented actionable and reasonable data, likely outcomes, and anticipated costs for the Subcommittee to fully analyze, debate, and act upon as they elect to do so. The final work product shall address all aspects of operations of the functioning of the plans to provide property insurance to K-12 school districts and institutions of higher education in the state. **The Successful Vendor shall provide this information in a timely manner to the Subcommittee in order to assist the Subcommittee in compiling its final report to the Legislative Council prior to the start of the 2024 Fiscal Session, which begins in April 2024. A final report from the Subcommittee, including proposed legislation, will be provided to the Legislative Council by March 15, 2024.**

This Request for Proposal is designed to obtain a Contract to provide Education Facilities Property Insurance Consulting Services to the Subcommittee. All responses to this RFP shall reflect the overall goals and objectives stated herein.

## **SECTION 3. EDUCATION FACILITIES PROPERTY INSURANCE CONSULTING SERVICES**

### **3.0 SCOPE OF WORK / SPECIFICATIONS**

It will be the responsibility of the Vendor to provide the members of the Subcommittee, and ultimately the members of the Arkansas Legislative Council, with accurate and detailed reports, guidance, and opinions, including without limitation, information set forth in Section 2 above and in this Section 3.0.

#### **A. In General.**

In order to achieve the objectives set forth in Section 2.1 above, the Successful Vendor will provide:

- Weekly status updates on the project to BLR;
- Regular reports and presentations to the Subcommittee, which will require at least monthly attendance at meetings of the Subcommittee to answer questions regarding the status updates, with the expectation that during the final three (3) months prior to submission of the final report of the Subcommittee to the Legislative Council, Vendor may be required to attend two (2) meetings of the Subcommittee per month;
- Answers to research requests or data inquiries by members of the Subcommittee, as authorized by the Subcommittee Co-chairs;
- Assistance with draft legislation based on recommendations adopted by the Subcommittee; and
- Assistance with drafting a final report for the Subcommittee to submit to the Legislative Council no later than March 15, 2024.

In addition, the Successful Vendor will need to:

- Gather information from and meet with interested stakeholders; and
- Be available to attend meetings of the Subcommittee and other legislative committees, as requested and authorized by the Subcommittee Co-Chairs.

#### **B. Topics for Analysis and Recommendations.**

In addition to the topics addressed in Section 2, Vendor shall also provide the following to the Subcommittee as part of their regular updates and final report:

- Market analysis of both private commercial property insurance rates, K-12 school district property insurance rates, and institutions of higher education property insurance rates in surrounding states;
- Overview and actuarial analysis of the current plans for K-12 school districts and institutions of higher education in Arkansas under the Arkansas Insurance Department and the Arkansas School Board Association;
- Best practices for provision of property insurance coverage to K-12 school districts and institutions of higher education in other states, including without limitation governing structure, funding, reserves, plan design, coverage limits and deductible amounts, and fiscal impacts to school districts; and
- A review of any possible fiscal impact to the Arkansas K-12 school districts and institutions of higher education regarding maintaining the current insurance structure or revising the current plans for providing property insurance.

In the event that services in addition to those described in Section 3.0 are required during the term of the Contract, the Subcommittee shall vote to authorize additional work, subject to the approval of the Subcommittee co-chairs, who shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the total contract amount.

#### **3.1 CONSULTING CAPABILITIES**

It should be expected that the Subcommittee may require other details reports, guidance, and information as part of the final work product under this RFP. It is not possible to capture all variables and discussion points that may be required by the members of the Subcommittee or the legislative body at large so the prospective Vendor should take this opportunity to provide any comparative experience to the scope of work envisioned herein to fully and completely communicate their ability to succeed.

In this Section 3.1, Vendor should detail all capabilities, ideas, guidance, and other information to fully demonstrate the capabilities of the prospective Vendor.

#### **3.2 EDUCATION FACILITIES PROPERTY INSURANCE CONSULTING**

The consulting services provided by the Successful Vendor pursuant to this Request for Proposals must address the stated specifications and requirements. The Successful Vendor will be evaluated based on a clear and confident understanding of the goals and deliverables addressed in Sections 2 and 3.

Vendor's response to this Request for Proposal should be comprehensive and address each individual item of section 3.0 to the Vendor's fullest extent to communicate their understanding of the requirement and how best the Vendor will meet this requirement. All pertinent information regarding the Vendor's proposed solution, team, actuarial resources, technical infrastructure, or other details must be provided to the items in 3.0 and 3.1.

The consulting services provided by the Successful Vendor pursuant to this Request for Proposals must address the stated specifications and requirements. These services will be provided to the Subcommittee and other legislative committees, as approved.

As requested, the Vendor must attend various meetings of the Subcommittee and other legislative committees of the Arkansas General Assembly. Hourly compensation will be paid for meeting times. The Vendor shall explain any anticipated limitations in its ability to attend meetings of the Subcommittee or other legislative committees or to provide any of the services described in Section 3.0.

All projects shall be paid pursuant to the fee schedule set forth in the Official Proposal Price Sheet up to the maximum contract amount. The Vendor shall submit itemized invoices to the BLR, which will pay the invoices on a monthly basis.

The BLR does not grant the Vendor exclusive rights to all consulting services contemplated under this RFP. In the event the Subcommittee decides that the acquisition of these services by another Vendor is in the Subcommittee's best interest, the BLR reserves the right to contract and purchase Education Facilities Property Insurance Consulting Services from a different source outside the contract resulting from this RFP, and the BLR's action to procure services outside of the Contract does not infringe upon, nor terminate, the contract resulting from this RFP.

### **3.3 PROCUREMENT OF GOODS AND SERVICES**

If the Vendor anticipates the need to procure additional goods or services in order to provide the consulting services requested in the RFP, the Vendor must identify the goods and/or services that may be procured, the reason the procurement is necessary, the name of the vendor for whom the goods or services are to be procured, and the anticipated cost of the goods and/or services to be procured.

## **SECTION 4. COST PROPOSAL**

### **4.0 COMPENSATION**

Compensation for Education Facilities Property Insurance Consulting Services shall be paid based upon the work performed as specified in this RFP. A Vendor seeking consideration shall submit a compensation proposal for Education Facilities Property Insurance Consulting Services as provided throughout the RFP.

The fee schedule will cover the time spent in the completion of the requested task or project, as well as other administrative costs (including, but not limited to, secretarial, bookkeeping, budget preparation, monitoring and auditing services, travel expenses, etc.). The fee schedule will cover the time expended inclusive of all overhead or any other costs associated with the particular individuals who may be performing the services.

### **4.1 PAYMENT SCHEDULE**

The BLR shall pay the Vendor based on the hours expended for approved projects on a monthly basis or as otherwise may be agreed to in writing by the parties. The BLR may request and the Vendor shall provide timesheets or other documentation as may be directed by the BLR prior to the payment for any services rendered. Failure to provide appropriate and satisfactory documentation will be sufficient grounds to withhold payment for the disputed amount, but other undisputed amounts must be paid in a timely manner.

### **4.2 TRAVEL, LODGING, AND MEALS**

The Successful Vendor may submit invoices and receive reimbursement for actual travel expenses allowed by law related to attending meetings of the Subcommittee and other committees of the Arkansas General

Assembly, or other travel related to work under the Contract, as approved by the co-chairs of the Subcommittee. Reimbursement of travel expenses will be included in the total maximum contract amount.

Estimates of expenses as allowed by law for travel related to field work required by the Contract and this RFP should be included by the Vendor in the fee schedule, as required by Section 4.0.

## **SECTION 5. ADDITIONAL VENDOR REQUIREMENTS**

### **5.0 COMPREHENSIVE VENDOR INFORMATION**

All proposals should be complete and carefully worded and should convey all of the information requested by the Subcommittee and the BLR. If significant errors are found in the Vendor's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Subcommittee will be the sole judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content. Proposals that include either modifications to any of the contractual requirements of the RFP or a Vendor's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

### **5.1 VENDOR PROFILE**

In addition to information requested in other sections of the RFP, the Vendor shall submit the following:

- Business Name;
- Business Address;
- Alternate Business Address;
- Primary Contact Name, Title, Telephone, Fax, and E-mail Address;
- How many years this company has been in this type of business;
- Proof that the Vendor is qualified to do business in the State of Arkansas;
- A disclosure of the Vendor's name and address and, as applicable, the names and addresses of the following: If the Vendor is a corporation, the officers, directors, and each stockholder of more than a ten percent (10%) interest in the corporation. However, in the case of owners of equity securities of a publicly traded corporation, only the names and addresses of those known to the corporation to own beneficially five percent (5%) or more of the securities need be disclosed; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the members, officers, and directors; and if the Vendor is a partnership or joint venture, all of the general partners, limited partners, or joint venturers;
- A disclosure of all the states and jurisdictions in which the Vendor does business and the nature of the business for each state or jurisdiction;
- A disclosure of all the states and jurisdictions in which the Vendor has contracts to supply the type of services requested under this RFP and the nature of the goods or services involved for each state or jurisdiction;
- A disclosure of the details of any finding or plea, conviction, or adjudication of guilt in a state or federal court of the Vendor for any felony or any other criminal offense other than a traffic violation committed by the persons identified as management, supervisory, or key personnel;
- A disclosure of the details of any bankruptcy, insolvency, reorganization, or corporate or individual purchase or takeover of another corporation, including without limitation bonded indebtedness, and any pending litigation of the Vendor;

- A disclosure of any conflicts of interest on the part of the Vendor or its personnel that will be working on this project.
- Additional disclosures and information that the Subcommittee may determine to be appropriate for the procurement involved.

## **5.2 GENERAL INFORMATION**

A Vendor shall submit any additional information for consideration such as specialized services, staffs available, or other pertinent information the Vendor may wish to include.

## **5.3 DISCLOSURE OF LITIGATION**

A Vendor shall include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving such Vendor. A Vendor shall also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has submitted a Proposal under this RFP must be disclosed to the BLR in writing within five (5) days after the litigation is commenced.

## **5.4 EXECUTIVE SUMMARY**

A Vendor must provide a summary overview for provision of the services being proposed. The intent of this requirement is to provide the Subcommittee with a concise but functional summary of the discussion of the Vendor's plan for providing the services. While the Subcommittee expects a Vendor to provide full details in each of the sections in other areas of the RFP relating to its plan, the Executive Summary will provide a "map" for the Subcommittee to use while reviewing the Proposal.

A Vendor may use graphics, charts, pre-printed reports, or other enhancements as a part of this section to support the proposal or add to the presentation. Any such materials must be included in the original and each copy of the Proposal.

## **5.5 VENDOR'S QUALIFICATIONS**

A Vendor shall provide resumes or short biographies and qualifications of all management, supervisory, and key personnel to be involved in performing the services contemplated under this RFP. The resumes shall present the personnel in sufficient detail to provide the Subcommittee with evidence that the personnel involved can perform the work specified in the RFP. A Vendor shall provide a brief history of its company, to include the name and location of the company and any parent/subsidiary affiliation with other entities. If a Vendor is utilizing the services of a subcontractor(s) for any of the service components listed, the Vendor shall include in its proposal response a brief history of the subcontractor's company to include the information requested herein.

A Vendor shall provide:

- A brief professional history, including the number of years of experience in providing the services required under this RFP or related experience and any professional affiliations and trade affiliations.
- A listing of current accounts and the longevity of those accounts.
- An organizational chart highlighting the names/positions that will be involved in the contract, including the individual who will be primarily responsible for managing the account on a day-to-day basis.
- A detailed description of the plan for assisting the Subcommittee in meeting its goals and objectives, including how the requirements will be met and what assurances of efficiency and success the proposed approach will provide.
- An indication of the timeframe the Vendor would require to assist the Subcommittee in meeting its goals and objectives.
- A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) that the Vendor has performed and the general history and experience of its organization.

- At least three (3) references from entities that have recent (within the last three (3) years) contract experience with the Vendor and are able to attest to the Vendor's work experience and qualifications relevant to this RFP.
- A list of every business for which Vendor has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Vendor represents that the list is complete.
- List of failed projects, suspensions, debarments, and significant litigation.
- An outline or other information relating to why the Vendor's experience qualifies in meeting the specifications stated in Section 3 of this RFP.

A Vendor shall provide information on any conflict of interest with the objectives and goals of the Subcommittee that could result from other projects in which the Vendor is involved. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the response.

A Vendor or its subcontractor(s) must list all clients that were lost between August 2021 and the present and the reason for the loss. The Subcommittee reserves the right to contact any accounts listed in this section. A Vendor must describe any contract disputes involving an amount of thirty-five thousand dollars (\$35,000) or more that the Vendor, or its subcontractor(s), has been involved in within the past two (2) years. Please indicate if the dispute(s) have been successfully resolved.

#### **5.5.1 BACKGROUND INVESTIGATION**

Vendors must allow the BLR to perform an investigation of the financial responsibility, security, and integrity of a Vendor submitting a bid, if required by the Subcommittee.

## **SECTION 6. EVALUATION CRITERIA FOR SELECTION**

### **6.0 GENERALLY**

The Vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of proposals, selection of the Successful Vendor will be determined in a meeting of the Subcommittee by evaluation of several factors.

The Subcommittee has developed evaluation criteria that will be used by the Subcommittee and that is incorporated in Section 6.1 of this RFP. Other agents of the Subcommittee may also examine documents.

Submission of a proposal implies Vendor acceptance of the evaluation technique and Vendor recognition that subjective judgments must be made by the Subcommittee during the evaluation of the proposals.

The Subcommittee reserves, and a Vendor by submitting a Proposal grants to the Subcommittee, the right to obtain any information from any lawful source regarding the past business history, practices, and abilities of Vendor, its officers, directors, employees, owners, team members, partners, and/or subcontractors.

### **6.1 EVALUATION CRITERIA**

The following evaluation criteria are listed according to their relative importance; however, the difference between the importance assigned to any one criterion and the criteria immediately preceding and following is small:

- Directly related experience;
- Pricing;
- Availability to perform the work and attend meetings;
- Plan for providing services;
- Proposed personnel and the credentials of those assigned;
- Compliance with the requirements of the RFP; and
- Past performance.

## PROPOSAL SIGNATURE PAGE

Type or Print the following information:

### Prospective Contractor Contact Information

Contact Person: Steven Morgan Title: Public Entities Account Executive  
Phone: 501-408-9678 Alternate Phone: 501-906-6219  
Email: Kyle@ma-1ee.com

### Confirmation of Redacted Copy

YES, a redacted copy of proposal documents is enclosed.

NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

*Note: If a redacted copy of the proposal documents is not provided with the Vendor's proposal, and neither box is checked a copy of the unredacted documents will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).*

### Illegal Immigrant Confirmation

By signing and submitting a response to this RFP and by certifying online at <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>, the Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

### Israel Boycott Restriction Confirmation

By checking the box below, the Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

Vendor does not and will not boycott Israel.

### Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction Confirmation

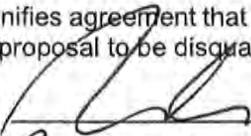
By checking the box below, the Vendor agrees and certifies that they do not boycott energy, fossil fuel, firearms, or ammunition industries, and if selected, will not boycott energy, fossil fuel, firearms, or ammunition industries during the aggregate term of the contract.

Vendor does not and will not boycott energy, fossil fuel, firearms, or ammunition industries.

---

**An official authorized to bind the Vendor to a resultant contract shall sign below.**

The Signature below signifies agreement that any exception that conflicts with the requirements of this RFP will cause the Vendor's proposal to be disqualified.

Authorized Signature:  Title: President

Printed/Typed Name: Robert Lee Date: 8/21/2023

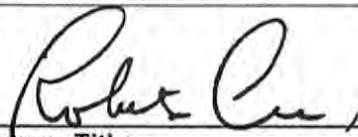
**ATTACHMENT A**  
**OFFICIAL PROPOSAL PRICE SHEET**

**Note: The Official Proposal Price Sheet must be submitted in a separate envelope or e-mail. Any reference to pricing in the technical proposal shall be cause for disqualification from further considerations for award.**

1. Bids should provide at least a 180-day acceptance period.
2. By submission of a proposal, the proposer certifies the following:
  - A. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
  - B. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
  - C. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
  - D. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

**The Official Price Proposal Sheet must be submitted in substantially the following form, allowing for the inclusion of specific information regarding positions, goods, services, etc., and signed by an official authorized to bind the Vendor to a resultant contract.**

DESCRIPTION	PRICE PER HOUR	NUMBER OF POSITIONS
Supervisor	\$0	2
Other Professional Staff (List by Position)		
Support Staff	\$31.25	1
DESCRIPTION	PRICE PER UNIT (IF APPLICABLE)	TOTAL PRICE
Subcontractors (if any)		
Travel		
Any Additional Goods & Services (List Individually)		
<b>TOTAL MAXIMUM AMOUNT OF BID:</b>		<b>\$50,000</b>

, President  
Signature, Title

8/21/23  
Date

## 5.1

- Meadors, Adams & Lee
- 100 River Market Ave #300, Little Rock, AR 72201
- 100 River Market Ave #300, Little Rock, AR 72201
- Steven Kyle Morgan, Public Entities Account Executive, 501-408-9678, Fax: 501-372-4763, [kyle@ma-lee.com](mailto:kyle@ma-lee.com)
- 114 Years in the Insurance Industry
- Arkansas Insurance License is Attached
- Shareholders-
  - Roberts Lee
    - 63 Sologne Circle, Little Rock, AR 72223
  - JK Patterson
    - 70 Pebble Beach Drive, Little Rock, AR 72212

## 5.4

- MA-Lee will provide weekly updates of project process to BLR.
  - Regular reports and presentations to the subcommittee, and attendance at all subcommittee meetings as required. A final report will be presented at the end.
  - Answers and research will be provided as requested by the subcommittee.
  - Draft legislation will be aided by MA-Lee as requested by the subcommittee.
  - MA-Lee will help draft a final report for submission by March 15, 2024.
  - MA-Lee will gather information from and meet with interested stakeholders.
  - MA-Lee will attend all meetings requested by the subcommittee.
- 
- Utilizing seasoned expertise regarding insurance markets, MA-Lee will provide all market analysis necessary for successful recommendations.
  - Through the lens of an insurance agency, MA-Lee will analyze the current state of K-12 property insurance coverage in Arkansas.
  - Utilizing connections and experience on staff, MA-Lee will explore future procurement options for K-12 property insurance coverages in Arkansas.
  - Through analysis of insurance markets, MA-Lee will review the fiscal impact of current K-12 and higher-learning property insurance coverages in Arkansas.

## 5.5

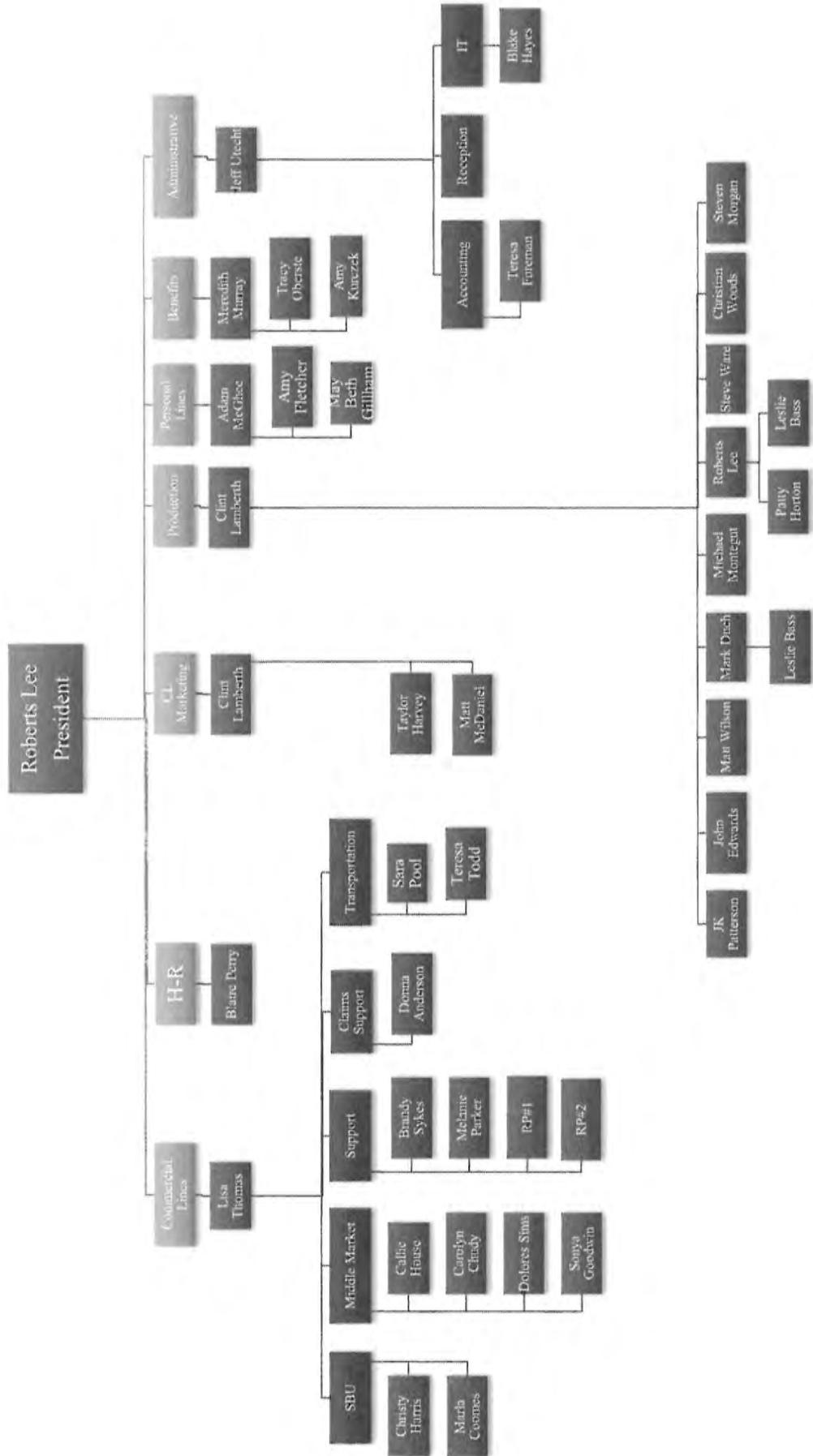
- Meadors, Adams & Lee is a leading and growing insurance company in downtown Little Rock dedicated to providing exceptional insurance solutions and services to our valued customers. Since our founding in 1909, our mission has been to protect our clients' assets. Our job is to access the insurance marketplace to tirelessly negotiate and provide solutions designed to minimize risk, lower cost, and maximize protection.
- Roberts Lee has been with MA-Lee since 1999, and has served as shareholder since 2005. Since 2016, Roberts has served as the head of Meadors, Adams & Lee. As a board member of the Little Rock Downtown Partnership, Roberts is very passionate about local issues impacting both Little Rock and Arkansas at-large. Roberts brings potent leadership and seasoned insurance knowledge to the team.
- Steven Kyle Morgan is a fresh mind to the agency, and he specializes in public entity risk management. Steven is expanding his capacity as the public entities account executive by working on obtaining his Master of Public Administration from the University of Arkansas. He is passionate about Arkansas issues, and it is the reason he took on this role at Meadors, Adams & Lee.
- Organizational Chart is attached.
- See 5.4 for specific detailed plan. Generally, Meadors, Adams & Lee will rely on 114 years of industry experience to conduct economic, market, and policy analysis. Supervisors Roberts Lee brings Arkansas-based and nationally recognized insurance experience that spans multiple decades, while Steven Morgan brings expertise for public administration and related areas. Together, Roberts, Steven, and MA-Lee as a whole will

analyze the efficiency of the current structure, alternatives across the nation, and what specific alternatives the agency sees through seasoned analysis of the insurance market.

- MA-Lee will be available around the clock to meet whatever timeframe the BLR requests. Public Entities Account Executive Steven Morgan is staffed for this reason and will be available full-time to assist as needed.
- References from public entities that have recent contract experience with MA-Lee:
  - Central Arkansas Library System
    - Jo Spencer
    - (501) 918-3019
    - [jspencer@cals.org](mailto:jspencer@cals.org)
    - 100 Rock Street, Little Rock, AR 72201
  - Simmons Bank Arena
    - Jared Lillard
    - (501) 975-9036
    - [jlillard@simmonsbankarena.com](mailto:jlillard@simmonsbankarena.com)
    - 1 Simmons Bank Arena Drive, North Little Rock, AR 72114
  - City of Jacksonville
    - Cheryl Erkel
    - (501) 982-4502
    - [cerkel@cityofjacksonville.net](mailto:cerkel@cityofjacksonville.net)
    - PO Box 126, Jacksonville. AR 72078



Section 5.5.1. Vendor Acknowledges and agrees with the requirements set forth in this section  
Section 6.0. Vendor Acknowledges and agrees with the requirements set forth in this section  
Section 6.1. Vendor Acknowledges and agrees with the requirements set forth in this section



**MEADORS, ADAMS & LEE, INC**  
 100 RIVER MARKET AVE STE 300  
 LITTLE ROCK AR 72201-1798

License No: 100111926 FEIN: 71-0569703

**State of Arkansas**  
**Insurance License**  
 Arkansas Insurance Department

**MEADORS, ADAMS & LEE, INC**

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

**RESIDENT**

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	10/01/2022	09/30/2023	Accident and Health or Sickness, Casualty, Life, Property
Life Settlement Broker Business Entity	09/15/2022	09/14/2023	
Surplus Lines Agency	01/01/2022	12/31/2022	

*Alan McClain*  
**ALAN MCCLAIN**  
 Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or Email: insurance.license@arkansas.gov

License No: 100111926 FEIN: 71-0569703

**State of Arkansas**  
**Insurance License**  
 Arkansas Insurance Department

**MEADORS, ADAMS & LEE, INC**

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

**RESIDENT**

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	10/01/2022	09/30/2023	Accident and Health or Sickness, Casualty, Life, Property
Life Settlement Broker Business Entity	09/15/2022	09/14/2023	
Surplus Lines Agency	01/01/2022	12/31/2022	

*Alan McClain*  
**ALAN MCCLAIN**  
 Insurance Commissioner

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or Email: insurance.license@arkansas.gov

MEADORS ADAMS & LEE INC  
PO BOX 3456  
LITTLE ROCK AR 72203

## State of Missouri

License No: 8013034

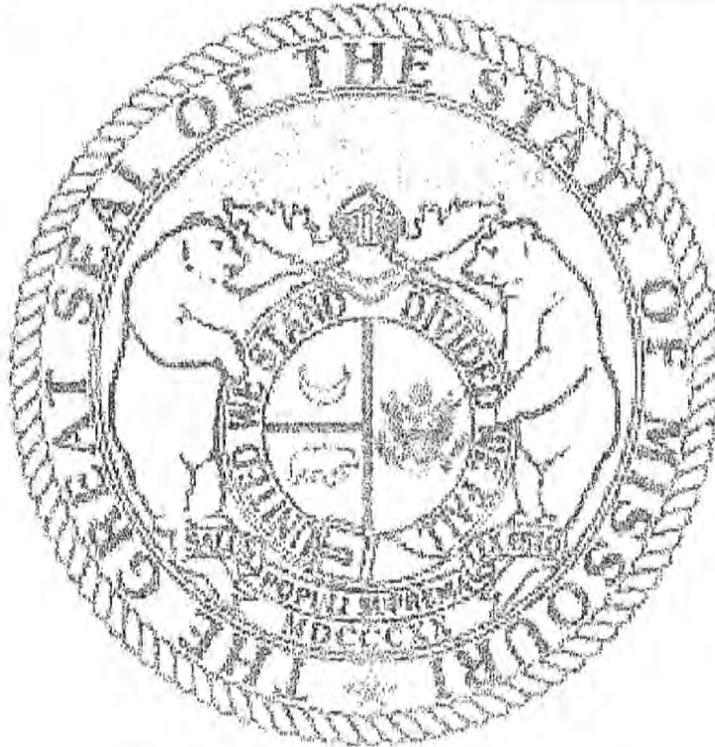
Insurance License

NPN: 1651311

### **MEADORS ADAMS & LEE INC**

Is hereby authorized to transact business in accordance with the license description below:

<u>LICENSE TYPE</u>	<u>LINES OF AUTHORITY</u>	<u>LOA EFFECTIVE DATE</u>	<u>LICENSE EXPIRATION DATE</u>
Business Entity Producer			07/26/2023



This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited. The business entity must renew the license and pay fees required by Missouri Statutes.

For questions regarding a license, contact:  
MO Dept. of Commerce and Insurance 573-751-3518  
or E-mail: [licensing@insurance.mo.gov](mailto:licensing@insurance.mo.gov)  
<http://www.insurance.mo.gov>

MEADORS ADAMS & LEE INC  
P.O. BOX 3456  
LITTLE ROCK AR 72203

State of Oklahoma  
Insurance Department

NPN: 1651311

License No: 100105061

**MEADORS ADAMS & LEE INC**

This is to certify that the above named business entity is properly licensed in the State of Oklahoma in accordance with the provisions of the Oklahoma Insurance code, and has duly met all qualifications as provided by statute to act in the following capacity:

LICENSE CLASS	FIRST ACTIVE DATE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY	LOA EFFECTIVE DATE
Insurance Producer	03/02/2004	02/01/2022	01/31/2024	Casualty Life Accident & Health or Sickness Property	01/31/2011 12/17/2009 12/17/2009 01/31/2011

In testimony Whereof, I have affixed my signature as Insurance Commissioner in the State of Oklahoma to this Certificate and caused these letters to be made Patent.



**Glen Mulready**  
Insurance Commissioner  
State of Oklahoma Insurance

This license shall continue in force until suspended, revoked or terminated.

**MEADORS ADAMS & LEE INC**  
P.O. BOX 3456  
LITTLE ROCK AR 72203

**State of Tennessee**

License No: 2372062

NPN: 1651311

**Department of  
Commerce and Insurance**

***MEADORS ADAMS & LEE INC***

This is to certify that all requirements of the State of Tennessee have been met.

<b>LICENSE TYPE</b>	<b>LICENSE EXPIRATION DATE</b>
Business Entity Producer	03/01/2023

This insurance license shall remain in effect until the expiration date unless suspended, revoked or forfeited.  
The insurance producer must complete continuing education, renew the license and pay fees.



**IN-1313**  
**Department of  
Commerce and Insurance**



**Surplus Lines Agency**  
**MEADORS ADAMS & LEE INC**  
 100 RIVER MARKET AVE STE 300  
 LITTLE ROCK, AR 72201-1798

**is authorized to transact business as described above**

License No: 2245763

Issue Date: 11-13-2017

Expiration Date: 11-13-2023

Generated by Sircon 254165427

<p><b>TEXAS</b>          DEPARTMENT OF INSURANCE          THIS IS TO CERTIFY THAT</p> <p><b>MEADORS ADAMS &amp; LEE INC</b>          100 RIVER MARKET AVE STE 300, LITTLE ROCK, AR          72201-1798</p> <p>LICENSE NUMBER: 2245763</p>		<p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS          IN ACCORDANCE TO THE LICENSE DESCRIPTION          SHOWN BELOW:</p> <p><b>Surplus Lines Agency</b></p> <p>Issue Date: 11-13-2017      Expiration Date: 11-13-2023</p> <p>Generated by Sircon 254165427</p>
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