

STATE OF ARKANSAS
Bureau of Legislative Research

REQUEST FOR QUALIFICATIONS No. 06-01

**Evaluation and Update
of
Educational Adequacy Standards**

Administered by:

Senate Interim Committee on Education

and

House Interim Committee on Education

Issue Date July 20, 2005

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State of Arkansas
BUREAU OF LEGISLATIVE RESEARCH
State Capitol Building, Room 315
Little Rock, Arkansas 72201

INVITATION TO SUBMIT PROPOSALS
SIGNATURE PAGE

Proposal Number: BLR RFQ No. 06-01 Issuing Officer: Tony Minicozzi, Director

Services: Education Consulting Services Issue Date: July 20, 2005

Closing Date for Receipt of Proposals: September 1, 2005, 4:30 P.M. CDST

PROPOSALS SHALL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE SHALL BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND THE RETURN ADDRESS OF THE ENTITY SUBMITTING THE PROPOSAL.

MAILING ADDRESS:
Bureau of Legislative Research
State Capitol Building, Room 315
Little Rock, AR 72201

PROPOSAL OPENING LOCATION:
Committee Room 138
State Capitol Building
Little Rock, AR 72201

TELEPHONE NUMBER: 501-682-1937
FAX NUMBER: 501-682-1936

Company Name: _____

Name (Type or Print) _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN REJECTION OF THE PROPOSAL.

Federal Employer Identification Number or Social Security Number

THE PROPOSAL SHALL BE SIGNED IN INK. UNSIGNED PROPOSALS SHALL NOT BE CONSIDERED.

Signature: _____

Business Designation (Check One) Individual Sole Proprietorship
 Public Service Corporation Partnership Corporation
 Government/Nonprofit

SECTION 1. PROCUREMENT AND TIMETABLE

1.01 Background.

The State of Arkansas has been involved in ongoing litigation over the delivery and financing of public education to K -12 students. The Arkansas Supreme Court in the matter of *Lake View School District No. 25 of Phillips County, Arkansas, et al., vs. Governor Mike Huckabee, et al.*, mandated the General Assembly to take actions necessary to provide all public school students with an equal opportunity to obtain a constitutionally “adequate” education, as defined by the General Assembly. Part of the General Assembly's response to this mandate included the passage of Arkansas Act 94 of 2003, which established the Joint Committee on Educational Adequacy.

Under Act 94, the Joint Committee retained Lawrence Picus and Associates to conduct a study to assist the Joint Committee and the General Assembly in determining the amount of funds needed by school districts to provide a constitutionally adequate education. This study was presented to the Joint Committee on Educational Adequacy on September 1, 2003. Subsequently, in Special Session, the General Assembly used the study, with certain modifications, to craft educational reform legislation. Additional reforms were enacted during the 85th General Assembly, which convened in January of 2005.

The General Assembly first recognized in Act 94 that no one study can fully define what is an adequate, efficient, and equitable public education system. The General Assembly reiterated this finding in Act 57 of the Second Extraordinary Session of 2003 and committed to an ongoing program of monitoring and evaluating of the state's public educational system via the Senate and House Interim Committees on Education. This ongoing program of monitoring and evaluating is based on the premise that the definition of "adequacy" is a dynamic, not a static, concept and that as research into effective educational practices continues to improve knowledge of how children learn and what programs and methods work best, the kinds and types of resources necessary to provide a constitutionally adequate education may change in response to that knowledge.

1.02 Purpose.

The Bureau of Legislative Research (BLR), acting on behalf of the Senate and House Interim Committees on Education, seeks proposals from qualified research institutions, professional firms, groups, or individuals to assist the Senate and House Interim Committees on Education by gathering and analyzing data, evaluating recent educational reforms,

identifying potential resources, and presenting various policy options to be used as a basis for deliberation by the Interim Committees in assessing and updating the concept of "adequacy" for the imprimatur of the 86th General Assembly.

Work shall be performed within the parameters of a professional consulting services contract to be effective October 1, 2005 through September 30, 2006.

1.03 Request for Proposals Organization.

This RFQ is organized into four sections plus appendices and attachments:

Section 1.0. Procurements and Timetable. Provides respondents with general information on the objectives of this RFQ, procurement schedules and terms under which the procurement shall be administered.

Section 2.0. Scope of Work. Describes tasks to be performed, delineates BLR and contractor responsibilities, and defines deliverables and time lines.

Section 3.0. Terms and Conditions. Provides respondents a description of the contract expectations and the conditions under which the work shall be performed.

Section 4.0. Proposal Evaluation. Describes the evaluation process.

1.04 Issuing Officer.

This RFQ is issued by the Bureau of Legislative Research (BLR) acting on behalf of the Senate and House Interim Committees on Education. All questions and requests for clarifications should be submitted in writing to the issuing officer:

Tony Minicozzi, Director
Bureau of Legislative Research
State Capitol Building, Room 315
Little Rock, AR 72201

The Issuing Officer is the sole point of contact for respondents regarding this RFQ from the date of release until the selection of the successful respondent.

1.05 Procurement Timetable.

The following timetable is anticipated for the procurement process:

RFQ Issued	07/20/05
Closing Date for Receipt of Letter of Intent to Submit Proposals (4:30 P.M. CDST)	08/12/05
Questions Due (4:30 P.M. CDST)	08/19/05
Response to Questions	08/24/05
Closing Date for Receipt of Proposals (4:30 P.M. CDST)	09/01/05
Public Opening of Proposals (10:00 A.M. CDST)	09/02/05
Completion of Proposal Evaluation and Contractor Selection	09/15/05
Negotiation of Contract	9/16/05 through 9/29/05
Legislative Council Consideration of Contract	09/30/05
Anticipated Contract Start Date	10/07/05

1.06 Letter of Intent.

A letter of intent to submit a proposal in response to this RFQ shall be received by the Issuing Officer by Friday, August 12, 2005 at 4:30 p.m. (CDST). Only respondents who have submitted a letter of intent can be guaranteed to receive all notices related to this RFQ.

1.07 Questions.

Prospective respondents shall have the opportunity to submit written questions (mail, fax or e-mail) to clarify any uncertainties that may exist regarding the RFQ. All questions shall be sent to and received by the Issuing Officer identified in 1.03 by Friday, August 19, 2005, 4:30 p.m. (CDST). All questions shall reference the appropriate section number. All questions shall be marked "Questions Regarding Educational Adequacy Standards RFQ" on

the envelope or fax transmission.

By close of business on Wednesday, August 24, 2005, the BLR shall provide written responses to questions to all respondents who have sent a letter of intent.

1.08 Proposals.

To be considered, each respondent shall submit a complete response to this RFQ, using the format provided. The proposal shall be signed in ink by an official authorized to bind the respondent to its provisions. The proposal shall include a statement that the proposal remains valid through the evaluation, selection, and contract period.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFQ. Fancy bindings, colored displays, promotional materials and the like shall receive no additional evaluation or credit. Emphasis should be on completeness, clarity of content, and ease of use for the evaluators.

1.09 Closing Date.

Proposals (original and five (5) copies) responsive to the terms of this RFQ shall be received by the Bureau of Legislative Research, Attn: Tony Minicozzi, State Capitol Building, Room 315, Little Rock, Arkansas 72201 by 4:30 p.m. CDST on the closing date of Thursday, September 1, 2005. The envelope or package shall be clearly labeled " Educational Adequacy RFQ", and shall show the closing date. Any confidential, proprietary, copyrighted, or financial material submitted by respondents, shall be marked as such and submitted under separate cover. A transmittal letter shall be signed and dated. Proposals received or hand delivered after the deadline shall not be considered.

1.10 State Amendments to the Request for Qualifications.

The BLR reserves the right to amend the Request for Qualifications prior to the date for proposal submission. Amendments, addenda and clarification shall be provided electronically to all respondents who have sent a letter of intent.

1.11 Proposal Amendments and Rules of Withdrawal.

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the BLR, signed by the respondent.

The BLR shall not accept any amendments, revisions, or alterations to the Request for Proposals after the proposal due date unless such changes were requested by the BLR.

1.12 Public Opening of Proposals.

A public opening of all proposals shall be held on Friday, September 2, 2005 at 10:00 a.m. CDST. The opening shall be held in the State Capitol Building, Room 138, Little Rock, Arkansas, 72201.

1.13 Respondent's Contact Person.

All responses shall list the telephone number, including area code, and name of an authorized person who may be contacted regarding this RFQ response. If the respondent has authorized representatives in Arkansas, their names and telephone numbers shall be included as well.

1.14 Proposal Evaluation and Selection.

Proposals shall be evaluated in three (3) phases. The first phase is a review to determine if the mandatory requirements of this Request for Qualifications have been agreed to and met. Failure to comply with mandatory requirements shall deem a proposal incomplete and non-responsive. The Issuing Officer shall be the sole judge as to whether a respondent's proposal has or has not satisfactorily met the requirements of this RFQ. Any proposal that is incomplete may be rejected by the BLR. This first phase is completed by the Issuing Officer. The second and third phases shall involve evaluation and scoring of the proposals.

The proposals shall be evaluated and scored by a committee appointed by the Chair of the Senate Interim Committee on Education and the Chair of the House Interim Committee on Education. Additional points may be awarded to the proposals after oral presentations from the respondents. The evaluation committee shall make a recommendation to the Senate and House Interim Committees on Education, and the Senate and House Interim Committees on Education shall make a recommendation to the Legislative Council.

1.15 Oral Presentation.

Respondents whose proposals pass the first evaluation phase may be required to make oral presentations of their proposals to the Senate and House Interim Committees on Education. These presentations provide an opportunity for the respondent to clarify the proposals for mutual understanding. The BLR shall schedule these oral presentations during the evaluation period and points shall be awarded as part of the proposal score. Respondents should be prepared at any time between September 6 and September 15, 2005, to appear in Little Rock and present verbal information and demonstrate any products they propose to use.

1.16 Cost Liability.

The BLR is not liable for any cost associated with the preparation of the respondent's proposal or any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFQ shall become the property of the BLR and shall not be returned.

1.17 Award of Contract.

The BLR may decline to enter into a contract as a result of this RFQ. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to the BLR based on the selection criteria. The contract is subject to approval of Legislative Council and is not in force until it has received review and approval by the Legislative Council.

1.18 Award Notice.

The notice of intended contract award shall be sent to all respondents, by certified mail, return receipt requested within two (2) business days after a selection is made.

1.19 Restriction on Communications with Certain State Officials or Employees

Beginning with the issue date of this RFQ and continuing until a successful respondent is selected and the selection is announced, respondents to this RFQ shall direct all communications regarding this or a related procurement to the Issuing Officer identified in Section 1.03. Respondents are prohibited from communicating with any state official or employee familiar with this or a related procurement other than the Issuing Officer. If this provision is

violated, the BLR shall have the right to reject the proposal and annul the contract without liability.

SECTION 2. SCOPE OF WORK AND FIRM QUALIFICATIONS

2.01 Scope of Work.

The scope of work for which qualifications and proposals are requested is as follows:

1. Develop a detailed process to review and evaluate all legislative and regulatory enactments designed to satisfy the mandate of the Arkansas Supreme Court in *Lake View* focusing on those legislative actions embraced by the Arkansas Supreme Court in its 2004 decision to release jurisdiction in the case and subsequently-enacted legislation and regulations designed to support a constitutionally adequate system of public education in Arkansas. The pertinent legislative and regulatory materials are enumerated in Attachment A. The review process should include a detailed outline that delineates critical inputs, decision points, activities, and outputs for achieving completion of the project by September 1, 2006.
2. Conduct the review and evaluation described above.
3. Develop and recommend for deliberation by the Interim Committees strategic policy options for the recalibration of per pupil funding amounts (including the foundation (or base) per student amount as well as the categorical funding categories for at-risk students) to be considered by the 86th General Assembly for the 2007-2008 and 2008-2009 school years in support of the continued delivery of an adequate education to the public school students in the state. Each strategic policy option shall be accompanied by a written explanation detailing the rationale that gives support to the proposal, including references to published studies.
4. Develop and recommend for deliberation by the Interim Committees strategic policy options in support of the continued delivery of an adequate education to public school students in the state. Any strategic policy option

presented to the Interim Committees shall be accompanied by a written explanation detailing the rationale that gives support to the proposal, including references to published studies.

5. Develop and recommend for deliberation by the Interim Committees strategic policy options for a system to be used by the General Assembly for the long-term monitoring and evaluation of adequacy, including meaningful evaluation of program effectiveness and the related impact on student proficiency. The strategic policy options shall address effective methods of gathering and analyzing data and include an analysis of the quality of existing data and recommended approaches for improving the existing data collection system. Also, the strategic policy options shall address the use of site visits to representative school districts and how data collected by this method could be used for evaluating the expenditure of funds in support of student learning within that district.

All policy options should reflect educational practices consistent with those embraced by the State of Arkansas, including the Arkansas Supreme Court, as consistent with providing an adequate education, efficiency in procurement strategies for providing an adequate education, and a philosophy of investment in public school education.

2.02 Firm Qualifications.

Respondents, if selected, shall be required to use methodologies in this project that are considered to be standard in the field of measuring/determining resource levels necessary to enable school districts throughout a state to provide a constitutionally “adequate” education, as such has been defined by a state’s legislative, executive, or judicial branch. The BLR therefore seeks responses from entities and individuals with:

1. Demonstrated successful experience and expertise in research, evaluation, and analysis of K-12 public school adequacy and financing systems and the relationship between funding decisions and policy implementation.
2. Sufficient current resources to manage the scope of work described in this RFQ.

3. The capability to establish and maintain a project team led by a senior staff member with direct experience in conducting similar or comparable work.
4. Technology-based capability with proven experience in using sophisticated database collection tools.

SECTION 3.0 TERMS AND CONDITIONS

3.01 Terms and Conditions Non-Negotiable. The terms and conditions set out in this section are non-negotiable items and shall be transferred to any contract resulting from this RFQ as written. The BLR has determined that any attempt by any respondent to reserve the right to alter or amend the terms and conditions via negotiation is an exception to the terms and conditions and shall result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section shall be submitted with the respondent's proposal. Failure to provide this statement shall result in rejection of the proposal.

3.02 Governing Law. The successful respondent agrees that this contract shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to agreements made and to be performed wholly within the state, irrespective of choice-of-law principles. The successful respondent also agrees that any legal proceeding against the BLR related to this contract shall be brought in an administrative or judicial forum of the State of Arkansas. The successful respondent further agrees that venue for any administrative, judicial, or other legal proceeding related to this contract shall be in Pulaski County, Arkansas.

3.03 Sovereign Immunity. Nothing in this contract shall be construed as a waiver of the BLR's sovereign immunity.

3.04 Term. Any contract resulting from this RFQ shall be effective after approval of Legislative Council. The term shall begin on October 7, 2005, and remain in effect until September 30, 2006. The initial term of this contract shall not be extended beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for that purpose. BLR shall notify the successful respondent at least thirty (30) days prior to the end of the contract period or the extended contract period if the BLR intends to extend the contract. If notification is not made, the contract shall terminate at the end of the contract period or the extended contract period.

3.05 Termination. The BLR may terminate unilaterally at any time for any reason by giving the successful respondent thirty (30) calendar days written notice delivered in accordance with Section 3.19.

In addition to any other law, rule, or provision that may authorize complete or partial contract termination, the BLR shall have the option to terminate this contract, in whole or in part, if the BLR in its sole discretion makes any of the following determinations:

1. The successful respondent has failed to satisfactorily perform its contractual duties and responsibilities;
2. A subcontractor of the successful respondent has failed to satisfactorily perform its contractual duties and responsibilities;
3. Substantial changes have been made in the personnel directly responsible for performing the tasks of the contract without approval of the BLR;
4. Discovery of the use of falsified information by the successful respondent in the response to the RFQ or under a resulting contract; or
5. Funds are no longer available for expenditures under this contract.

The BLR's option to terminate may be exercised by providing the successful respondent written notice of termination specifying the date of termination and delivered in accordance with Section 3.19.

3.06 Procedure on Termination. Upon receipt of a notice of termination, the successful respondent shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Not enter in any additional subcontracts for service;
3. Terminate all subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the BLR in the manner and to the extent directed by the BLR all of the rights, titles, and interests of the successful respondent in the subcontracts so terminated. The BLR shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
5. With the approval or ratification of the BLR, settle all outstanding liabilities and all claims arising out of such termination of subcontracts, the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of this contract;
6. Transfer title to the BLR and deliver in the manner directed by the BLR all files, data, information, manuals, or other documentation or property in any form that relates to the work terminated by the notice of termination;
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination; and

8. Take actions as necessary, or as the BLR directs, for the protection and preservation of the property related to the contract which is in the possession of the successful respondent and in which the BLR has or may acquire an interest.

The successful respondent shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

3.07 Procedure on Expiration. Upon expiration of the contract, the successful respondent shall:

1. Settle all outstanding liabilities and all claims arising out of subcontracts, the cost of which is reimbursable, in whole or in part, in accordance with the provisions of this contract;
2. Transfer title to the BLR and deliver in the manner directed by the BLR all files, data, information, manuals, or other documentation or property in any form that relates to the work terminated by the notice of termination;
3. Take actions as necessary, or as the BLR directs, for the protection and preservation of the property related to the contract which is in the possession of the successful respondent and in which the BLR has or may acquire an interest; and
4. Submit all billing invoices within sixty (60) days after the expiration of the contract.

3.08 Termination Claims. After receipt of a notice of termination, the successful respondent shall submit to the BLR all outstanding claims within ten (10) working days. If the BLR agrees with the amount claimed by the successful respondent, the BLR shall pay the claim as presented.

In the event of the failure of the successful respondent and the BLR to agree, in whole or in part, as to the amount to be paid to the successful respondent in connection with the total or partial termination of work, the BLR shall determine, on the basis of information available, the amount, if any, due to the successful respondent and shall pay to the successful respondent the amount so determined.

3.09 Bureau of Legislative Research Property. Property, including intellectual property, acquired or created by the successful respondent as a contract deliverable, is the property of the BLR. The successful respondent shall be responsible for the proper custody and care of all BLR owned property, including BLR owned property used in connection with the performance of this contract, and the successful respondent agrees to reimburse the BLR for its loss or damage due to negligence, theft, vandalism, or acts of God.

3.10 Authorization to Transact Business in Arkansas. The successful respondent represents and warrants to the BLR that as of the execution date of this contract the successful respondent has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this contract.

3.11 Independent Contractor. It is expressly agreed that the successful respondent, officers and employees of the successful respondent, and any sub-contractor secured in the performance of this contract shall act in an independent capacity and not as officers or employees of the BLR. It is further expressly agreed that the BLR shall exercise no managerial responsibility over the successful respondent nor shall this contract be construed as a partnership or joint venture between the successful respondent or any subcontractor and the BLR or the State of Arkansas.

3.12 Subcontracts. The successful respondent is fully responsible for all work performed under the contract. The successful respondent may, with the prior written consent of the BLR, enter into written subcontracts for the performance of certain functions under the contract. No subcontract under this contract shall in any way relieve the successful respondent of any responsibility for performance of its duties. The successful respondent agrees that all subcontracts shall adhere to all BLR policies.

3.13. Assignment. The successful respondent shall not assign the contract in whole or in part or any payment arising under the contract without the prior written consent of the BLR.

3.14 Inspection of Work Performed. The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the successful respondent's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

3.15 Public Disclosure. Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

3.16 Force Majeure. The successful respondent shall not be liable for any cost to the BLR if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful respondent. Such causes may include, without limitation, acts of God, fires, quarantine restriction, strikes, and freight embargoes.

3.17 Notice of Litigation. The successful respondent shall give the BLR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the successful respondent or any subcontractor which may result in litigation related in any way to this contract or the BLR.

3.18 Severability. If any provision of this Contract is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision shall be stricken from this contract, and the provision shall not affect the legality, enforceability, or validity of the remainder of the contract.

3.19 Notices. Whenever under the terms of this contract, written notice is required or permitted to be given by any party to any other party, the notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), or deposited in the United States Mail, in a properly stamped envelope, certified mail, return receipt requested, addressed to the party to whom it is to be given, at the address specified below. Any party may change its address by written notice delivered in accordance with this section.

If sent to BLR:

Bureau of Legislative Research
Attn: Tony Minicozzi, Director
State Capitol Building, Room 315
Little Rock, AR 72201

If sent to successful respondent:

3.20 Attorneys' Fees. In the event that either party to this contract deems it necessary to take legal action to enforce any provision of the contract, and the BLR prevails, the successful respondent agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

3.21 Integration. This contract and all attachments as well as other documents referred to in this contract constitute the entire agreement between the parties with regard to the subject matter of this contract. There are no agreements, representations, or warranties between or among the parties other than those set forth in this contract, attachments, or the other documents referred to in this contract.

3.22 Amendments. This contract may be amended at any time by mutual agreement of the parties, provided that before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

3.23 Counterparts. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

3.24 Waiver. All waivers of rights, powers, or remedies by a party to this contract shall be in writing. No delay, omission or failure by a party to exercise any right, power or remedy to which a party may be entitled shall impair any right, power, or remedy, nor shall such be construed as a release by a party of a right, power, or remedy or as a waiver of or acquiescence in any such action. A waiver by a party of any right, power, or remedy in any one instance shall not constitute a waiver of the same or any other right, power or remedy in any other instance.

3.25 Prohibition Against Contingent Fees. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

3.26 Certification Regarding Employment Practices. Neither the successful respondent nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The successful respondent shall take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

The successful respondent certifies that neither itself nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. The successful respondent shall insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

3.27 Expert Testimony in Litigation. The parties to this contract understand and acknowledge that the scope of work under this contract does not include the provision of testimony, expert or otherwise, in any future litigation against the State of Arkansas or any of its officials, agencies, or departments.

SECTION 4.0 PROPOSAL EVALUATION

4.01 Proposal.

The Proposal shall present a complete detailed description of the respondent's qualifications to perform, and its approach to carry out, the requirements set forth in the Scope of Work, Section 2 and Terms and Conditions, Section 3. Deviation in a respondent's Proposal from the outline described below may disqualify that proposal:

- Transmittal Letter
- Executive Summary
- Respondent's Background and Experience
- Respondent's Qualifications to Develop and Conduct Public Education Adequacy Evaluation Study
- Project Organization and Staffing
- Respondent's Proposed Methodology to correspond with Section 2.02 - Scope of Work

ORIGINAL PROPOSAL AND COPIES SHALL BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.

4.02 Transmittal Letter.

The Transmittal Letter shall be signed by an individual authorized to legally bind the respondent. It shall contain the following components:

- A statement indicating that the respondent is an Arkansas Corporation, Limited Liability Corporation, or Professional Association. If the respondent is from out-of-state, they shall submit a Certificate of Authority from the Secretary of State (Ark. Code Ann. §§ 4-27-1501 and 4-27-1502) which authorizes them to transact business in the State of Arkansas;
- A statement of compliance that the respondent does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;

- A statement that neither cost nor pricing data is included in this letter nor the proposed methodology;
- A statement that no attempt has been made or shall be made by the respondent to persuade any other person or firm to submit or not to submit a bid;
- A statement that the person signing this proposal certifies that he or she is the person in the respondent's organization responsible for, or authorized to make decisions as to the prices quoted and that the offer is firm and binding and that he or she has not participated, and shall not participate, in any action contrary to the above conditions; and
- A statement that the respondent has read, understands and agrees to all provisions of Section 3.0 of this RFQ without qualification.

If the use of a subcontractor is proposed, a statement from each subcontractor shall be appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor and stating:

- The general scope of work to be performed by the subcontractor;
- The subcontractor's willingness to perform the work indicated; and
- The subcontractor does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap.

If the proposal deviates from the detailed requirements of this RFQ, the transmittal letter shall identify and explain these deviations. The State reserves the right to reject any proposal containing such deviations.

4.03 Executive Summary.

The Executive Summary shall condense and highlight the contents of the respondent's proposal to provide the proposal evaluators with a broad understanding of the entire proposal. The Executive Summary may be no longer than three (3) pages.

4.04 Respondent's Background and Experience.

This section shall include details of the respondent's background, its size and resources, and details of experience relevant to the proposed project.

Details of the respondent's background shall include its size and resources, the date the respondent was established, ownership (private, public, partnership, subsidiary, etc.), the total number of employees, and the number of employees engaged in public education research and analysis and related consulting activities.

The respondent shall provide financial statements for itself and any subcontractors for each of the last three (3) years. The financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles.

Each respondent shall submit a minimum of three (3) letters of recommendation. Letters of recommendation shall be submitted on the letterhead of the party submitting the recommendation. Each respondent shall submit the names, addresses, and telephone numbers of three (3) additional references. The BLR reserves the right to contact other references of whom it becomes aware.

Recommenders and references shall be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the RFQ. Organizational or professional recommendations and references shall be submitted. Personal recommendations and references shall not be accepted. Recommendations and references may be verified.

The respondent shall disclose in the proposal their involvement in any litigation that could affect this project or contract.

For each subcontractor, respondents shall include a letter of agreement, contract or other form of commitment which demonstrate the subcontractor's willingness to undertake their portion of the proposed project. In addition, each subcontractor shall disclose their involvement in any litigation that could affect this project or contract.

4.05 Respondent's Qualifications to Develop and Conduct Public Education Adequacy Evaluation Study.

In this section, the respondent shall provide an organizational chart showing overall business structure and demonstrate qualifications and credentials by providing a description of recent similar projects successfully completed. The description shall include an explanation of work performed, a statement specifying the extent of respondent's responsibility and experience on each described project, the firm, agency, or government with which the respondent

contracted, the contact person within such entity and his or her address and telephone number, the time period of the project, a statement of whether the contract was successfully completed and accepted by the entity, and a list of those members of the proposed staff who participated significantly with the performance of each contract. These references may be verified.

4.06 Project Organization and Staffing.

In this section, the respondent shall describe in detail the respondent's organizational plan for meeting the requirements in this RFQ. It shall include the following:

1. Organizational charts of proposed personnel at all levels of the organization.
2. Staffing information to detail the tasks to be performed and the number of staff hours estimated for each individual for each task.
3. Resumes of all management, supervisory, and key personnel.

The proposal shall detail how the respondent has and shall make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels. The respondent shall name a Project Manger and back-up Project Manager, supervisors, and other key personnel in this section. The proposal shall detail the number and qualifications of personnel required to perform the work requested. The proposal shall include resumes specifying the qualifications and duties of the key personnel. All resumes shall identify position in the business structure of the respondent, years and type of experience with the respondent, years and type of experience with public education research and analysis and related consulting activities, other relevant experience, and relevant education and training.

The respondent shall certify that all personnel named in their proposal shall actually work on the contract in the manner described in their proposal. No changes, substitutions, additions, or deletions shall be made unless approved in advance by the BLR. In addition, these individuals shall continue for the duration of the contract, except in the event of resignation, termination, or the request of the BLR. In such event, the substitutions with BLR approval shall be made within thirty (30) days of notice of departure.

Identical information as described in this section is required for all subcontractors and shall be included with the respondent's proposal.

4.07 Proposed Methodology.

This section shall include a detailed discussion of the respondent's approach to this project. The proposed methodology shall address each element of the Section 2 Scope of Work in this RFQ.

Key items which shall be clearly identified and explained in the proposal include, but are not limited to:

- The respondent's demonstrated understanding of the Arkansas K-12 educational system and the requirements of this project as outlined in this RFQ .
- The respondent's intended data collection methods.
- The respondent's detailed method to manage and control project activities.
- The respondent's intended work plan for each deliverable.
- The respondent's plan for reporting to the Senate and House Interim Committees on Education.
- The respondent's intended project control tools, including schedule formats with examples.
- The respondent's project management approval, including management-oriented milestones for each deliverable.

The respondent may include case studies that describe work on projects similar to that described in this solicitation. Each study should identify the client, contain a statement about the scope of work, and provide insight into how the methodology was developed and implemented. Case studies should also identify those personnel assigned to work on the projects and detail how performance indicated were used to measure the success of each contract.

4.08 Proposal Evaluation.

An Evaluation Committee, appointed by the Chairs of the Senate and House Interim Committees on Education, shall be established to judge the merit of the proposals according to the criteria established in Section 4.09 as follows.

Phase 1: Evaluation of the Request for Qualification Requirements

- The Issuing Officer shall determine if each proposal is sufficiently responsive to the RFQ to permit a complete evaluation.
- Each proposal shall be evaluated to determine if it is complete and whether it complies with the instructions to respondents listed in the RFQ.
- Each proposal that is incomplete shall be declared non-responsive and shall be rejected with no further evaluation.

Phase 2: Evaluation of the Proposal Methodology

- Only those proposals meeting the Phase 1 Evaluation Requirements shall be considered in Phase 2.
- The Evaluation Committee shall review each proposal and arrive at a technical score.
- During the course of the Phase 2, corporate and personal reference checks may be made to verify both corporate and personal project experience and qualifications.
- Any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Evaluation Committee.
- The Evaluation Committee reserves the right to request clarifications from respondents during the oral presentations and demonstrations.

Phase 3: Ranking of Proposals

The proposals shall be ranked according to the evaluation criteria set forth in Section 4.09, Evaluation Criteria.

Phase 4: Negotiate for Best and Final Offer

The proposal with the highest number of points shall be contacted to negotiate a best and final offer. If the result is unsatisfactory to the Evaluation Committee, the number two proposal shall be considered, and so on. If all negotiations are unsatisfactory, there shall be no award.

4.09 Evaluation Criteria.

The proposals shall be evaluated and awarded points for technical proposals. The components of the RFQ have the following weights for scoring:

Organization Experience, Qualifications and Reliability 35%

Method of Performance	35%
Expertise of Personnel	30%

4.10 Mandatory Requirements.

The following are the mandatory requirements for this RFQ. Failure to provide the identified information may result in a proposal being rejected.

1. Proposals received no later than 4:30 P.M. CDST, on September 1, 2005.
2. Receipt of original and five (5) copies of the proposal.
3. Receipt of Statement of Acknowledgement, signed by an individual authorized to legally bind the respondent.

ATTACHMENT "A"

The following acts may be useful for evaluating the Arkansas educational system, but the Scope of Work in this RFQ shall not be limited to the Acts or topics contained in this attachment.

CURRICULUM

1. Act 1785 of 2003
4. Act 1761 of 2003
5. Act 645 of 2003
6. Act 245 of 2005
7. Act 1272 of 2003
8. Act 2148 of 2005
9. Act 60 of the Second Extraordinary Session 2003
10. Act 2151 of 2005
11. Act 1397 of 2005

TEACHER SALARY

1. Act 1803 of 2003
2. Act 1773 of 2003
3. Act 2044 of 2003
4. Act 23 of 2005
5. Act 47 of the 2nd Extraordinary Session of 2003
6. Act 385 of 2005 and Act 756 of 2003
7. Act 2196 of 2005
8. Act 754 of 2003
9. Act 2151 of 2005
10. Act 1229 of 2003
- 11.. Act 74 of the 2nd Extraordinary Session of 2003
12. Act 2130 of 2005
13. Act 2307 of 2005
14. Act 101 of the 2nd Extraordinary Session of 2003
15. Act 2151 of 2005
16. Act 2165 of 2003
17. Act 2307 of 2005
18. Act 1881 of 2005
19. Act 462 of 2003
20. Act 1943 of 2005
20. Act 1187 of 2005

FUNDING

1. Act 2230 of 2005
2. Amendment 74 of the Arkansas Constitution
2. Act 59 of the 2nd Extraordinary Session of 2003
3. Act 2283 of 2005
4. Act 2005 of 2005

5. Act 69 of the 2nd Extraordinary Session of 2003
6. Act 2206 of 2005
7. Act 108 of the 2nd Extraordinary Session of 2003
8. Act 2131 of 2005
9. Act 1441 of 2005
10. Act 1452 (SB391)
11. Act 65 of the 2nd Extraordinary Session of 2003
12. Act 1452 of 2005

SCHOOL FACILITIES/ EQUIPMENT

1. Act 1426 of 2005
2. Act 1424 of 2005
3. Act 1426 of 2005
4. Act 1327 of 2005
5. Act 1754 of 2003
6. Act 2177 of 2005
7. Act 2156 of 2005
8. Act 2121 of 2005
9. Act 2005 of 2005
10. Act 1866 of 2005
11. Act 58 of the 2nd Extraordinary Session of 2003
12. Act 2177 of 2005
13. Act 2156 of 2005
14. Act 1368 of 2003
15. Act 1192 of 2005

MONITORING/ACCOUNTABILITY

1. Act 730 of 2003
2. Act 109 of the 2nd Extraordinary Session of 2003
3. Act 1936 of 2005
4. Quality Education Act of 2003
5. Act 1811 of 2003
6. Act 989 of 2003
7. Act 61 of the 2nd Extraordinary Session of 2003
8. Act 730 of 2005
9. Act 77 of 2005
10. Act 50 of the 2nd Extraordinary Session of 2003
11. Act 2121 of 2005
12. Act 52 of the 2nd Extraordinary Session of 2003
13. Act 2151 of 2005
14. Act 2256 of 2005
15. Act 82 of the 2nd Extraordinary Session of 2003
16. Act 2151 of 2005
17. Act 1198 of 2005
18. Act 2321 of 2005
19. Act 1236 of 2005

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20. Act 1684 of 2005
 21. Act 2243 of 2005
 22. Act 35 of the 2nd Extraordinary Session of 2003
 23. Act 2197 of 2005
 24. Act 17 of the 2nd Extraordinary Session of 2003
 25. Act 1981 of 2005
 26. Act 90 of the 2nd Extraordinary Session of 2003
 27. Act 1327 of 2005
 28. Act 1672 of 2005