



Ready to serve
**State of Arkansas Bureau of Legislative Research
Review Subcommittee of the Arkansas Legislative
Council**

Proposal to provide professional services

Proposal Issue Date

August 18, 2017

August 18, 2017

Bureau of Legislative Research
Review Subcommittee of the Arkansas Legislative Council
500 Woodlane Street
State Capitol Building, Room 315
Little Rock, Arkansas 72201

Dear Ms. Thayer:

Thank you again for the opportunity to submit our proposal to provide procurement process consulting services for the Bureau of Legislative Research (BLR) and the Review Subcommittee of the Arkansas Legislative Council (Subcommittee). This proposal will highlight the intangibles about HoganTaylor LLP, Standing Rock Consulting and Firday, Elridge & Clark (HoganTaylor, HT, us or we) that we hope you experienced as your professional service provider, including:

- **Experience:** Our experience serving governmental and not for profit organizations is extensive.
- **People:** Personnel who are knowledgeable in governmental and procurement issues. We have assembled an engagement team of experienced and talented professionals that are the "right fit" for the State of Arkansas.
- **Technology:** We leverage technology in virtually every aspect of serving our clients. This commitment to technology ensures we have immediate access to technical guidance and improves communication among the engagement team and our clientele.
- **Client Service:** We provide proactive, ongoing involvement evidenced through our swift responsiveness and issue resolution; hands on, service-oriented business philosophy; open, constructive communications, and a "no-surprises" approach.

With our Little Rock office, we are geographically positioned to provide **on-site professional service** and meet with members of the subcommittee and attend associated meetings. If you have any questions about our proposed services, capabilities or costs, we would be happy to meet with you personally to answer any questions you may have. Please do not hesitate to call us with questions.

Sincerely,

HOGANTAYLOR LLP



Cody D. Griffin, CPA, CITP, CISA
501.227.4343
cgriffin@hogantaylor.com

CDG:rdh



Section I. General Information

1.0 Introduction

We appreciate the opportunity to submit our proposal to The State of Arkansas Bureau of Legislative Research (“BLR”) to prepare to provide procurement process consulting services for the Review Subcommittee of the Arkansas Legislative Council (the “Subcommittee”).

1.1 Issuing Agency

We understand this RFP is issued by the Bureau of Legislative Research for the Subcommittee. We also understand the BLR is the sole point of contact in the state for the selection process. We will send any questions regarding RFP-related matters writing (via email) through the Director of the BLR’s Legal Counsel, Jillian Thayer, thayerj@blr.arkansas.gov.

1.2 Schedule of Events

We acknowledge that the RFP proposal is due August 18, 2017 at 4:30 p.m. CDT. We have read and understand the schedule of events and associated dates.

- Release RFP, July 21, 2017
- Deadline for submission of questions, August 11, 2017
- Closing for receipt of proposals and opening of proposals, August 18, 2017 at 4:30 p.m. CDT
- Evaluation of proposals by BLR Between, August 18, 2017 and September 5, 2017
- Proposals released to Subcommittee, September 5, 2017
- Selection of Vendors to make Oral Presentations September 8, 2017 meeting of the Subcommittee
- Oral Presentations/Intent to Award, September 13, 2017, meeting of the Subcommittee
- Approval of draft contract by Chairs, within 1 week after intent to award
- Approval of contract by the Policy Making Subcommittee of the Legislative Council, September 21, 2017
- Contract Execution/Contract Start Date, upon approval of the Policy Making Subcommittee
- Final Report Due, December 1, 2018

1.3 Caution of Vendors

We understand that during the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not HoganTaylor, specifically, the Bureau of Legislative Research will initiate all contact.

We have responded to each numbered paragraph of the RFP, and will submit one (1) signed original hard copy of the proposal on or before the August 18, 2017 4:30 p.m. deadline. We will also submit two (2) electronic versions of the proposal (one (1) redacted electronic version and one (1) unredacted



electronic version), in MS Word via e-mail. We will submit the Official Proposal Price Sheet in a separate signed hard copy and electronic e-mail.

We understand that 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. We also understand that proposals will be rejected for one or more reasons such as failure to submit proposal(s) on or before the deadline established by the issuing office; failure of HoganTaylor to respond to a requirement for oral/written clarification, presentation, or demonstration; failure to supply references; failure to sign an Official RFP Document; failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal; any wording in our response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP; or failure of any proposed services to meet or exceed the specifications.

1.4 RFP Format

We understand that 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 HoganTaylor to satisfy that intent will cause the proposal to be rejected. We will respond to each item or paragraph of the RFP in sequence. Reference to handbooks or other technical materials as part of a response will identify the specific page and paragraph being referenced.

1.5 Alteration of Original RFP Documents

We understand that the original written or electronic language of the RFP shall not be changed or altered except by approved written addendum issued by the Bureau of Legislative Research. We also understand that if we wish to make exception(s) to any of the original language, it must be submitted in a separate written or electronic language in a manner that clearly explains the exception(s). If our submittal is discovered to contain alterations/changes to the original written or electronic documents, the response may be declared non-responsive, and the response shall not be considered.

1.6 Requirement of Amendment

We understand that this RFP may be modified only by amendments written and authorized by the Bureau of Legislative Research. We understand we need to ensure that we have received or obtained and responded to all amendments to the RFP prior to submission.

1.7 RFP Questions

We understand that any questions regarding the contents and requirements of the RFP and the format of responses to the RFP should be directed to Jillian Thayer via email only at thayerj@blr.arkansas.gov. Questions must be submitted by the deadline of August 11, 2017 as set forth in Section 1.2, Schedule of Events. We also understand questions submitted by HoganTaylor and answers to questions, as provided by the Bureau of Legislative Research, will be made public.



1.8 Sealed Prices/Costs

We recognize the Official Proposal Price Sheet submitted in response to this RFP must be submitted separately sealed from the proposal response or submitted in a separate e-mail. We must include all pricing information on the Official Proposal Price Sheet and any attachments thereto and must clearly mark said page(s) and e-mail as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the proposal and submitted on CD, flash drive, or in a separate e-mail. 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.

We understand that 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. We acknowledge that the pricing must include all associated costs for the service being bid.

We understand that the BLR will not be obligated to pay any costs not identified on the Official Proposal Price Sheet. Any cost not identified by HoganTaylor but subsequently incurred to achieve successful operation will be borne by HoganTaylor.

We acknowledge that the amount paid by the BLR to HoganTaylor will be based on billing for actual hours worked and documented in the hourly rates set forth in the Official Proposal Price Sheet, as well as reimbursements for actual expenses, documented by receipts, up to the maximum contract amount.

1.9 Proprietary Information

We acknowledge that 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 Arkansas Freedom of Information Act, §25-19-101, et seq.

1.10 Delivery of Response Documents

We acknowledge that hard copies of proposals must be received by the Bureau of Legislative Research no later than 4:00 p.m., August 18, 2017, at the following address:

Bureau of Legislative Research Director's Office
500 Woodlane Street
State Capitol Building,
Room 315
Little Rock, Arkansas 72201

Proposals also will be submitted via e-mail to Jillian Thayer, Legal Counsel to the Director, at thayerj@blr.arkansas.gov

We recognize that proposals received after 4:00 p.m. on August 18, 2017 will not be considered.



1.11 Bid Evaluation

We acknowledge that the Subcommittee will evaluate all proposals to ensure all requirements are met. We understand that 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

We acknowledge the Subcommittee will select a small group of Vendors from among the proposals submitted to attend the September 13, 2017 meeting of the Subcommittee to answer questions and to make oral and/or written presentations to the Subcommittee and that all presentations are subject to be recorded.

We also understand that all expenses of HoganTaylor associated with attending the September 13, 2017 Subcommittee meeting will be borne by HoganTaylor.

We understand that if HoganTaylor is the Successful Vendor selected by the Subcommittee we shall attend the September 15, 2017 meeting of the Legislative Council and the September 21, 2017 meeting of the Policy Making Subcommittee of the Legislative Council, and actual expenses to HoganTaylor in attending these meetings will be reimbursed under the contract.

1.13 Intent to Award

We understand the intent to award will be announced at the September 13, 2017, meeting of the Subcommittee. We also understand that 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

We understand and acknowledge the appeals process in section 1.14 and agree to follow that process in the event HoganTaylor files an appeal. We understand any protest must be filed and submitted in writing within five (5) calendar days after the intent to award is announced.

1.15 Past Performance

We understand that HoganTaylor's past performance may be used in the evaluation of any offer made in response to this solicitation. We acknowledge that 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 our RFP response, in the form of a report, memo, file, or any other appropriate authenticated notation of performance.



1.16 Type of Contract

We acknowledge this will be a term contract commencing on the date of execution of the Contract and terminating on December 31, 2018, with an option for one (1) renewal of up to six (6) months. We understand that the BLR will have the option to renegotiate at time of renewal.

1.17 Payment and Invoice Provisions

We acknowledge that all invoices shall be delivered to the BLR and must show an itemized list of charges and be delivered via email to Jillian Thayer, Legal Counsel to the Director, at thayerj@blr.arkansas.gov.

HoganTaylor will be responsible for the payment of any federal, state, or local taxes that become payable by HoganTaylor, and that all such taxes are to be paid when due.

We acknowledge invoice payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the BLR. We understand payment will be made only after HoganTaylor has successfully satisfied the BLR as to the reliability and effectiveness of the services and after invoiced services are delivered and accepted.

We understand Purchase Order Number and/or Contract Number should be referenced on each invoice.

HoganTaylor understands that we will 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.

We acknowledge that 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

We recognize we will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact. We understand the Subcommittee reserves the right to interview the key personnel assigned by HoganTaylor to this project and to recommend or require reassignment of personnel deemed unsatisfactory by the Subcommittee.

We acknowledge that the Subcommittee reserves the right to approve subcontractors for this project and require primary contractors to replace subcontractors that are found to be unacceptable.

In our response, we have included a list of subcontractors, with their firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's business organization, see Section 5, item 5.6 for further detail on subcontractors.



1.19 Delegation and/or Assignment

We recognize we shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the BLR, as approved by the Subcommittee.

We acknowledge we 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

We acknowledge and agree that we 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.

We understand and agree that we 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 HoganTaylor.

1.21 Statement of Liability

We acknowledge that the BLR, the Arkansas Legislative Council, 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.

We understand that HoganTaylor is required to retain total liability for technical literature until the deliverables have been accepted by the authorized BLR official.

We acknowledge at no time will the BLR, the Arkansas Legislative Council, or the Subcommittee be responsible for or accept liability for any Vendor-owned items.

We understand HoganTaylor shall indemnify and hold harmless the Subcommittee and its members, the Arkansas Legislative Council and its members, 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.



We acknowledge the resulting Contract shall be governed by the laws of the State of Arkansas, without regard for Arkansas' conflict of law principles.

We understand that any claims against the Bureau of Legislative Research, the Subcommittee, the Arkansas Legislative Council, or the Arkansas General Assembly, 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.

We understand nothing in this RFP or the resulting contract shall be construed as a waiver of sovereign immunity.

1.22 Award Responsibility

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

1.23 Independent Price Determination

HoganTaylor certifies 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, we understand that this paragraph may be used as a basis for litigation.

1.24 Publicity

We acknowledge and understand that news release(s), media interviews, or other publicity 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 Subcommittee chairs. We understand that failure to comply with this requirement is deemed to be a valid reason for disqualification of this proposal.

HoganTaylor 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

HoganTaylor understands we shall be bound to confidentiality of any confidential information that our employees may become aware of during the course of performance of contracted services, and that consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the Contract.

We acknowledge and understand that we shall represent and warrant that our 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

We understand that all Proposals shall remain valid for one hundred eighty (180) calendar days from the proposal due date of August 18, 2017.

1.27 Warranties

We acknowledge that we shall warrant that we currently are, and will at all times remain, lawfully organized and constituted under all federal, state, and local law, ordinances, and other authorities of our 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.

HoganTaylor understands we shall warrant and agrees 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. HoganTaylor 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.

We understand that we shall warrant that we are qualified to do business in the State of Arkansas and we shall file appropriate tax returns as provided by the laws of this state.

1.28 Contract Termination

We understand and acknowledge that subsequent to award and execution of the Contract, either party may terminate the Contract by providing ten (10) days prior written notice.



1.29 Vendor Qualifications

HoganTaylor understands we must, upon request of the Subcommittee, furnish satisfactory evidence of our ability to furnish products or services in accordance with the terms and conditions of this proposal. We also understand the Subcommittee reserves the right to make the final determination as to the our ability to provide the services requested in this RFP, and that we are requested to demonstrate that we 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;
- Be authorized to do business in Arkansas; and
- Complete the Official Proposal Price Sheet.

1.30 Negotiations

We acknowledge discussions may be conducted by the BLR for the purpose of obtaining clarification of our responses and negotiation for best and final offers.

1.31 Licenses and Permits

We acknowledge that we are, during the term of the Contract, 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

We understand and acknowledge that all data, material, and documentation prepared for the Subcommittee pursuant to the Contract shall belong exclusively to the BLR, for the use of the Subcommittee and other committees of the Arkansas General Assembly, as authorized by the Subcommittee.



Section 2. Overview

2.0 Procurement Study Overview

Our understanding is that as a part of its rules adopted on May 19, 2017, the Arkansas Legislative Council assigned the Review Subcommittee a study of all procurement laws, regulations, and policies in the State of Arkansas, with a report on the study to be presented to the Arkansas Legislative Council at its December 2018 meeting. We understand that the Review Subcommittee voted on June 14, 2017, to procure consultant services to assist the Subcommittee with its study.

2.1 Objectives

Our understanding is, it is the objective of the Subcommittee, by entering into a Contract for consultant services, to provide to the members of the Arkansas Legislative Council detailed and accurate information concerning the current state of procurement laws, regulations, and procedures and their impact in the State of Arkansas, as well as recommendations for legislative changes. The Subcommittee has been tasked to:

- Study current procurement processes and requirements, including without limitation the process and requirements for requests for qualifications and the process and requirements for evaluating responses to requests for proposals and requests for qualifications;
- Study the impact of procurement processes on the legal, architectural, engineering, construction management, and land surveying professions; and
- Recommend changes to the procurement laws, regulations, and processes in a report to the full Legislative Council at its December meeting in each even-numbered year.

We understand the Subcommittee is seeking a consultant to assist with conducting this study and to provide the Subcommittee with an objective analysis of the procurement laws, regulations, and procedures in the State as well as recommendations for revisions and improvements to them.

We will provide this information in a timely manner to the Subcommittee in order to assist the Subcommittee in compiling its report due December 1, 2018. This information will allow the Subcommittee to adequately assess the needs in the state in order achieve the requirements of the study assigned to it under the rules of the Arkansas Legislative Council.

We understand this Request for Proposal is designed to obtain a Contract to provide procurement process consulting services to the Subcommittee. Our response to this RFP reflects the overall goals and objectives stated herein. We will bill the BLR on an hourly basis for the services provided.



Section 3. Procurement Process Consulting Services

3.0 Scope of Work/Specifications

We acknowledge and understand it is our responsibility to provide the Subcommittee and, ultimately, the members of the Arkansas Legislative Council, with accurate and detailed reports, including information set forth in Section 2, above.

We understand we must provide:

- Monthly status updates on the project, which will require monthly attendance at meetings of the Subcommittee to answer questions regarding the status updates;
- 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 December 1, 2018.

We also understand we 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.

We acknowledge that in the event that services in addition to those described in this Section 3.0 Scope of Work/Specifications are required during the term of the Contract, the Co-chairs of the Arkansas Legislative Council 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 HoganTaylor's total maximum amount of the bid as submitted in the Official Proposal Price Sheet and agreed upon in the Contract, upon recommendation of the Subcommittee.

We understand that if we use data from existing studies recently undertaken by other consultants or state agencies we shall first verify the methodology employed in compiling the data in the reports and the accuracy of the data therein, and we will provide documentation of this verification process shall be provided in the reports of the Vendor to the Subcommittee.

3.1 Procurement Process Consulting

We understand that the procurement process consulting services provided by HoganTaylor pursuant to this Request for Proposal must address the stated specifications and requirements, and that these services will be provided to the Subcommittee.

We acknowledge that we must attend various meetings of the Subcommittee and other legislative committees of the Arkansas General Assembly.



We understand hourly compensation will be paid for meeting times in addition to reimbursement of actual travel expenses. We foresee no limitations in our ability to attend meetings of the Subcommittee in our response to this RFP.

We acknowledge that all projects shall be paid pursuant to the fee schedule, as stated in the Official Proposal Price Sheet and any attachments thereto.

We understand that we will submit itemized invoices to the BLR, which will pay the invoices monthly.

We acknowledge that HoganTaylor is not granted exclusive rights to all procurement process consulting services contemplated under this RFP, and that the Subcommittee reserves the right to contract and purchase procurement process consulting services from a different source outside of the contract resulting from this RFP, and the Subcommittee's action to procure services outside of the Contract does not infringe upon, nor terminate, the contract resulting from this Request For Proposal.

3.2 Procurement of Goods and Services

We acknowledge and understand if we anticipate the need to procure additional goods or services in order to provide the procurement process consulting services requested in this RFP, we must identify the goods and/or services that may be procured, the reason the procurement is necessary, the name of the vendor from 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

We understand that compensation for procurement process consulting services shall be paid based upon the work performed as specified in this RFP. We acknowledge the budget is subject to approval by the Subcommittee.

We have submitted a compensation proposal as required for procurement process consulting services.

Our fee schedule, as set forth on the Official Proposal Price Sheet, covers 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, etc.)

Our fee schedule covers any and all travel expenses anticipated in relation to conducting the work required under this RFP and resulting Contract.

Our fee schedule also covers 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

We understand the BLR shall pay HoganTaylor based on the hours expended for approved projects monthly or as otherwise may be agreed to in writing by the parties.

We acknowledge the BLR may request and HoganTaylor shall provide timesheets or other documentation as may be directed by the BLR prior to the payment for any services rendered.

We understand failure to provide appropriate and satisfactory documentation will be sufficient grounds to withhold payment for the disputed amount, but other non-disputed amounts must be paid in a timely manner.

4.2 Travel, Lodging, and Meals

We understand HoganTaylor will be able to submit invoices and receive reimbursement for travel expenses allowed by law related to attending meetings of the Subcommittee and other legislative committees of the Arkansas General Assembly. We included reimbursement of travel expenses in the total maximum contract amount.

We included estimates of expenses as allowed by law for travel related to field work required by the Contract and this RFP in the fee schedule.



Section 5. Additional Vendor Requirements

5.0 Comprehensive Vendor Information

We understand that our proposal should be complete and carefully worded and should convey all of the information requested by the Subcommittee. We understand that if significant errors are found in our 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 our proposal. Our proposal has been prepared simply and economically, providing a straightforward, concise description of our capabilities to satisfy the requirements of the RFP. We have focused on the completeness and clarity of the content. We understand that if we include either modifications to any of the contractual requirements of the RFP or our standard terms and conditions may be deemed non-responsive and therefore not considered for award.

5.1 Vendor Profile

Redacted

5.2 General Information

Redacted

5.3 Disclosure of Litigation

Redacted



5.4 Executive Summary

Redacted



5.5 Vendor's Qualifications

Redacted

5.5.1 Background Investigation

HoganTaylor agrees to allow the BLR to perform an investigation of the financial responsibility, security, and integrity of HoganTaylor and the identified subcontractors in 5.6, if required by the Subcommittee.



5.6 Subcontractor Identification

Redacted



Section 6. Evaluation Criteria for Selection

6.0 Generally

HoganTaylor has addressed each item listed in this RFP so we are guaranteed a complete evaluation. We understand that after initial qualification of proposals, selection of the Successful Vendor will be determined in a meeting of the Subcommittee by evaluation of several factors.

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

We acknowledge that the Subcommittee requires that the procurement process consulting services requested under this RFP be available for use by the Subcommittee the day after the Contract Execution Date. We realize that 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.

We recognize that 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 HoganTaylor, its officers, directors, employees, owners, team members, partners, and/or subcontractors.

6.1 Evaluation Criteria

HoganTaylor understands 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;
- Price, including individual amounts and total maximum amount;
- Plan for providing services;
- Availability to perform work and attend meetings;
- Proposed schedule for providing services;
- Proposed personnel and the credentials of those assigned;
- Compliance with the requirements of the RFP; and
- Past performance.