

COMMONWEALTH OF VIRGINIA
Department of Planning and Budget
Patrick Henry Building 1111 East Broad Street, Room 5040
Richmond, VA 23219

REQUEST FOR PROPOSALS

Issue Date: July 19, 2010 RFP # SER-2011-01

Title: School Efficiency Reviews

Commodity Code: 91806; 91812; 91838; 91858; 91875; 91883; 92400; 95800

Issuing Agency: Department of Planning and Budget

Street Address: Patrick Henry Building
1111 East Broad Street, Room 5040
Richmond, VA 23219

Using Agency: Department of Planning and Budget

Period of Contract: From Date of Award to **June 10, 2011**

Sealed proposals will be received until 2:00 pm EDT, August 9, 2010, for furnishing the services described herein. **No proposal will be accepted after this date and time unless permitted by issuance of a written addendum.** All inquiries, questions, and requests for information regarding this procurement must be directed to: Ms. Cari Corr, Analyst, Department of Planning and Budget, Patrick Henry Building, 1111 East Broad Street, Room 5040, Richmond, VA 23219 or cari.corr@dpb.virginia.gov, or 804-225-4549.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO THE SAME ADDRESS 5th FLOOR.

Note: In accordance with the Code of Virginia, § 2.2-4343.1H, this public body does not discriminate against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request for Proposals and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name And Address Of Firm:	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____ Zip Code: _____	Name: _____
	(Please Print)
EVA Vendor ID or DUNS number:	Title: _____
_____	E-mail Address: _____
Fax: _____	Telephone: (____) _____

PRE-PROPOSAL CONFERENCE: *No pre-proposal conference will be held.*

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School Efficiency Reviews

Request for Proposal # SER-2011-01

CONTACT INFORMATION:

Project Manager:

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Questions related to RFP:

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I. Purpose

The purpose of this project is to provide an objective review of the efficiency of non-instructional services in a selected school division. The purpose of this Request for Proposal (RFP) from the Virginia Department of Planning and Budget (the Agency) is to solicit sealed proposals from qualified Offerors to establish a contract for the analysis and reporting on independent school division's (i.e., district's) operational efficiency. A single award will be made for each division to be studied, as described on page seven of this RFP. The overall goals of this endeavor are 1) to identify opportunities to reduce costs in non-instructional areas to allow the division to channel any such savings into instruction, and 2) to identify best practices followed by the division that may be shared with other divisions statewide.

This project is specifically NOT to focus on means or methods to directly influence the effectiveness of the division's instructional process itself.

The primary objective of this project is to use a consultative approach to effect analyses and make recommendations for improvement in the nature of school division costs, efficiency, and effectiveness in non-instructional areas, including, but not limited to, the following:

- (1) Divisional administration, including but not limited to senior management; staffing levels; span of control; lines of authority; internal & external communication; documented policies and procedures; inter-entity cooperation or shared resources (e.g. with another school division or with a local government); effective strategic planning regimen; unique community issues; legal cost management; central office-based instructional staff (including special education); and clerical support levels. Analyses should include peer group comparisons and geographically neighboring divisions when appropriate.
- (2) Educational service delivery costs, including but not limited to teacher and non-teaching staff salaries as compared with peer group community average income, and geographically neighboring divisions; teacher loads and student teacher ratios (regular and special education); effectiveness of support of principals and teachers from central office staff; appropriate levels of autonomy and delegation of authority; and in-service training efforts, requirements, and participation; a profile of special and exceptional education populations and costs; therapist and other professional costs; Individual Education Plan (IEP) development process; complaint handling process and history; facilities' compliance with Americans with Disabilities Act (ADA) and Individuals with Disabilities Act (IDEA); English as a Second Language educational efforts and costs, if applicable; and organization and administration of special education planning. Analyses should include peer group comparisons and geographically neighboring divisions when appropriate.
- (3) Human resources, including but not limited to recruiting of teaching and non-teaching staff and the costs associated therewith; turnover rates and causes; attendance of staff; costs of substitute workers including teachers, bus drivers, and other staff; training and mentoring; staff evaluation and performance criteria; cost effectiveness of outsourcing efforts; overtime management (non-teaching staff); incentives and other special costs related to staffing issues; analysis of retirement-related issues (e.g., whether a significant proportion of teaching faculty or groups of central office personnel are now or will soon be eligible to retire); succession planning and shared base of critical or specialized knowledge; and grievance process effectiveness. Analyses should include peer group comparisons and geographically neighboring divisions when appropriate.
- (4) Facilities use and management including but not limited to age of physical plant; maintenance costs, planning, and management; energy efficiency of physical plant (possibly to be analyzed in conjunction with Rebuild America program, administered by U. S.

Department of Energy); custodial cost management; replacement of tools, equipment, and systems; performance contracting for HVAC and other energy systems; suitability and sufficiency of physical plant for forecasted enrollment; work order management and existence of divisional analysis of patterns of maintenance needs, and controls on staff time per project; sufficiency of staff levels; and rational outsourcing versus increased staffing decisions. Analyses should include peer group comparisons and geographically neighboring divisions when appropriate.

- (5) Financial management, including but not limited to budget development and execution processes; accounting; internal and external audit functions; compliance with any previous audit findings; prompt payment performance and costs of late payments; purchasing controls; economic order quantities; comparison of prices paid with available state contract pricing for large dollar, repeat purchase, large quantity, or commodity items; and proper application of tax exempt status on purchases; grant acquisition and management; expenditures unique to the division as compared to its peers; identification of special, non-recurring, or extraordinary items in current or recent budgets; and unique sources of revenue. Analyses should include peer group comparisons and geographically neighboring divisions when appropriate.
- (6) Transportation, including but not limited to cost per mile and per student; age of fleet; acquisition; disposition; special education transportation costs; bus driver pay, staffing, overtime, substitution, and training, where not otherwise addressed in this outline; bus and vehicle maintenance costs; effective bus route planning; and unique transportation issues. Analyses should include peer group comparisons and geographically neighboring divisions when appropriate.
- (7) Technology management, including but not limited to acquisition of technology for central office, schools and classrooms; IT development projects planned or underway; and effective use of technology to support instructional, non-instructional, and reporting efforts. Also technology infrastructure, integration and inventory control and staff development related to technology. Analyses should include peer group comparisons and geographically neighboring divisions when appropriate.
- (8) Food service, including but not limited to management and operation of school food service, student participation, analysis of free and reduced price lunch programs, and food service planning and budgeting. Analyses should include peer group comparisons and geographically neighboring divisions when appropriate.
- (9) Comparative cost analysis within comparison division clusters and within geographically neighboring divisions (as appropriate), including but not limited to cost per student for each major area, major drivers of costs; and ranking of costs on absolute and per student bases for each major area. Source data for this analysis is provided through the VDOE website.
- (10) Areas of special concern to division superintendent, to be identified in initial meetings. The contract administrator must approve any expansion of scope requested by the school division, unless no additional charges will be incurred by the Commonwealth or the division as a result of such expansion.

The proposed service must produce both hard copy and electronic versions of reports. Reports must provide useful and understandable information to educators, administrators, lawmakers, and the general public. Report formats should include presentations in graphic and table form, and text content should address the interpretation of data in relation to the strengths, weaknesses, and needs of school divisions, identification of trends and potential problems and issues, and opportunities and strategies for improvement. Offeror may be required to present a summary of findings, commendations, and recommendations to state officials and/or the divisional school board. In addition to final reports, an interim non-public briefing document will be required approximately halfway through each study, and final project documentation will be required (including but not limited to properly indexed project work papers, external reports extensively cited, interview lists and notes, and suggested improvements to this overall process.) More detail is available under Functionality Requirements in **Section IV: Statement of Needs**.

The requirements of the final contract award include the written responses to the RFP, and may include the successful presentation and demonstration of the Offeror's capacity and capability. Any contract awarded will be concluded through competitive negotiations.

Offeror must make clear any special features or limitations of proposal, including any discounts, timing issues, or other special considerations.

II. Background Information

The Commonwealth of Virginia is composed of 132 operational public school divisions with approximately 1,860 public schools. Public education funding is the largest program supported by both state and local tax revenues. In fiscal year 2009, approximately \$13.6 billion was spent on the operation of public schools in Virginia. Of this total, the state contributed 44.92 percent, federal spending made up 6.45 percent, and local governments provided the remaining 48.64 percent. In fiscal year 2009, the Commonwealth (the state and the localities together) spent nearly \$12.7 billion on public education.

In 2003, the Commonwealth of Virginia announced several initiatives to address a host of childhood and adult education needs. The School Efficiency Review initiative is one of these initiatives. The purpose of the reviews is to identify savings that can be gained through best practices in Divisional administration, Educational service delivery costs, Human resources, Facilities use and management, Financial management, Transportation, Technology management, Food service, and other non-instructional areas, thereby allowing divisions to divert administrative savings into the classroom for an even greater investment in the children of Virginia. Business practices that appear to be more efficient than those found elsewhere will also be documented and shared with other divisions across the Commonwealth. This approach is modeled after Texas' protocols administered by that state's Comptroller.

Three pilot studies were conducted during the 2003-04 school year. Leading the pilot was the Best Management Practices Division of the Virginia Department of Planning and Budget (DPB). The purpose of the pilots was to refine protocols and the overall approach was to demonstrate that savings could, in fact, be identified in Virginia's unique educational environment. To ensure the appropriateness of comparisons made across school divisions, clusters of similar schools divisions were created by statistical comparison of numerous factors, including Composite Index, size, population density, location (rural/urban/suburban), etc. These clusters were developed by Virginia Commonwealth University using data supplied by the Virginia Department of Education (VDOE).

For the 2004-2005 school year, the Commonwealth chose to secure the expertise of private firms to perform similar reviews for six divisions. A total of four firms conducted these reviews under Request for Proposal SER-2005-01 (as amended). Each divisional award was made separately under that previous RFP. For the 2005-2006 school year a contract to conduct an additional ten school divisions was awarded under Request for Proposal SER-2006-01. Since 2006, 17 additional reviews have been completed. Including the pilot studies, 36 school efficiency reviews have been conducted through this program. Two more reviews will be completed under this RFP. All participating divisions are volunteers. A copy of the final report for each completed review is available on the VDOE website.

It is anticipated that the Offeror will rely on the protocols, interview questions, and other materials from the previous studies as a foundation for studies under this RFP, but that Offeror's expertise will allow for refinements, revisions, and expansion of approach, protocols, questions, and pertinent materials. Additionally, each study should be carefully tailored to the individual school division.

The VDOE currently collects a variety of financial and statistical data and publishes this information as part of the *Superintendent's Annual Report for Virginia*. This report will also provide data for

comparative analysis of school divisions, taking into account any differences in data definitions. This report is only a compilation of the data as reported to the VDOE. It does not contain any evaluative information or analysis of the data reported by school divisions.

The data collected for the *Superintendent's Annual Report for Virginia* includes state totals and individual school division totals for the following:

Student Data

- ✓ Student Membership
- ✓ Pupil to Classroom Teaching Position Ratios
- ✓ Pupil to Instructional Personnel Ratios
- ✓ Virginia Standards of Learning Assessment Results
- ✓ Number and Percentage of Students Promoted
- ✓ Graduation Data
- ✓ Dropout Statistics
- ✓ Age/Grade Distribution
- ✓ Number of Days Taught, Average Daily Membership, Average Daily Attendance, and Percent Attendance
- ✓ Funding for operations broken down by major area (administration, transportation, etc.)

III. Description of Division(s) to be Studied

For purposes of this study two school divisions have volunteered for school efficiency reviews for the 2010-11 school year.

Hanover County Public Schools:

The Hanover School Division (approximately 18,669 students) is located in central Virginia. The central office is located in Ashland, VA. This study will commence not before November 1, 2010 and not later than November 30, 2010, with final deliverables due to the Department of Planning and Budget not later than May 13, 2011. These dates are subject to change only with the prior consent of the Department of Planning and Budget, upon consultation and agreement with the affected division superintendent.

Arlington City Public Schools:

The Arlington School Division (approximately 18,671 students) is located in Northern Virginia. The central office is located in Arlington, VA. This study will commence not before February 1, 2011 and not later than February 28, 2011, with final deliverables due to the Department of Planning and Budget not later than June 10, 2011. The onsite visit (the fieldwork requirement) will occur no earlier than March 1, 2010. These dates are subject to change only with the prior consent of the Department of Planning and Budget, upon consultation and agreement with the affected division superintendent.

Offeror must make clear any special features or limitations of proposal, including but not limited to the maximum number of awards sought regardless of the number of divisions proposed (e.g., bidding on two different divisions but only willing to accept awards for one) or any combinations that may receive alternative aggregate proposed pricing. Any discounts or other considerations that apply to multiple successful awards must be clearly identified.

IV. Statement of Needs

Project Schedule

The division study must be concluded not later than **June 10, 2011**. Refer to section “III. Description of Division to be Studied” for specific deadlines for each division study. Each divisional study is deemed concluded upon the latest of the following:

1. The Agency, the Secretary of Finance, the designees of these parties, or any of them, have been briefed on study findings and recommendations and have accepted the report
2. The divisional School Board has been briefed on study findings and recommendations and has accepted the report
3. All deliverables outlined in this RFP have been received and acknowledged by the contract administrator
4. The contract administrator has informed the Contractor in writing that any unfulfilled requirements listed immediately above are waived.

Needs Criteria

Consultative Client-based Research: The Contractor will gather information from selected school division personnel and local government personnel through a series of interviews designed to minimize the disruption of school business. Additional interviews will be undertaken as needed with individuals outside of the school division, including but not limited to DPB Best Management Practices Division staff, community leaders, teachers' association leaders, division school board members, and/or local government officials. Included as an appendix to this RFP are the current Virginia protocols. The Contractor is expected to use these protocols as a foundation for division interviews and is expected to expand the areas of inquiry as is deemed appropriate to understand the division's operations and meet stated deliverables. Gathered information must be documented in interview notes which must be included in the Concluding Documents as provided below. Findings, conclusions, and recommendations developed in the course of the review must be supported and documented and are to be included in the various Reports listed in the Deliverables below. In general, findings should not be based on interviews alone, but should be supported by corroborating evidence and analysis of data gathered from the division, the Commonwealth, and other sources as may be applicable.

Such supporting division documentation as may be required will be requested by the Contractor and maintained in confidence as appropriate. Upon request of division personnel, any original document so requested must be copied and returned to the division rather than maintained by the Contractor. Upon request of division personnel, any document so requested must be reviewed at the division without copies made. All interview subjects must be apprised of the purpose of the interview and informed that individual comments will not be attributed to the provider in the final report and that the report itself will be a public document. The Contractor shall use best judgment in identifying who should be interviewed and in what order. A list of all interview subjects must be included in the Concluding Documents as provided below.

The use of survey instruments to gather input from large numbers of teachers, parents, or community leaders is expressly not required, although such tools may be used at the option of the Contractor if deemed necessary to the Contractor's approach to these studies and if outlined in the Proposal.

The Contractor should approach each school division as a unique operation and make a concerted effort to learn and understand the distinctiveness of the division to address the specific needs of the division. It is important that the report reflect an original work and not a "boilerplate" report with the division's name on the cover.

Fieldwork Requirement: The interviews are to be conducted in person unless requested by the Division. The Contractor is expected to have the full team onsite in the school division for a minimum of five full work days. Some members of the team are expected to be onsite for at least seven to ten full work days. This requirement is intended to insure that all areas are thoroughly reviewed and that sufficient time is spent onsite.

Divisional Data Analysis: Data analysis is to include a review of all quantitative information necessary to address the areas included in points 1 through 10 under the section of this RFP entitled "Purpose."

Comparative Data Analysis: Data analysis is to include comparative methods and exploration as to why a division's spending in each area is higher or lower than other divisions in its comparison cluster and within geographically neighboring divisions (as appropriate) with particular focus on extraordinary or unique costs incurred by the division but not its peers in each category. Data

analysis must include tabular representations of the relative performance of all school divisions in each data area. Raw data for the division and its peer divisions can be obtained from the VDOE website. Additional data requests to the division or its peer divisions must be submitted for prior approval by the Project Manager or designee.

Reports: The Contractor will provide both bound and digital copies of final reports as discussed below. Reports are to include discussion of strengths and best practices in use in the division, areas in need of improvement, special issues the division faces, and recommendations. Recommendations must include quantified estimates of annual or one-time savings to be generated as a result of implementation and of any significant barriers or costs of implementation.

Recommendations regarding business practices that should be improved even if savings will not result should also be included where such opportunities are observed. (For example only, a hypothetical division in which the superintendent personally signs all payroll checks may benefit from a recommendation to delegate this duty, even if such delegation would result in no savings to the division.) For recommendations that will not create savings or costs, but that can be done with the existing resources of the division, the Contractor should clearly describe the staff position and approximate staff time required to implement the recommendations.

Reports must include visual representations of tables, charts, and graphs, as well as contextual interpretations and discussion. Recommendations that require a one-time or ongoing investment or expense should clearly detail such investment or expense. A separate table showing all recommendations and related costs and savings must be provided to the Agency in an electronic format which is not write-protected, in Microsoft Excel program. Recommendations that include costs and/or savings must include these costs and/or savings across a five-year period. Additionally, a separate table showing all recommendations must be provided to the Agency in an electronic format which is not write-protected, in Microsoft Excel program. Each report shall be limited to a maximum of 300 pages.

Contractor Requirements:

Contractor Qualifications: The selected Contractor must have a demonstrated ability for providing independent, objective data analysis, consultative client-based research, and a successful record of accomplishing the activities required for this project. Additionally, the selected Contractor must have a sufficient working knowledge of state and federal laws and regulations governing school divisions in Virginia. The Contractor should also have a sufficient working knowledge of how school divisions operate in Virginia.

Offerors must demonstrate that sufficient resources are available to conduct all awarded studies within specified time parameters. The Agency may consider available information from various sources pertaining to the Offeror's (and any subcontractor to the Offeror's) past performance in executing school reviews or other professional work, whether in Virginia or elsewhere, as part of the decision criteria for award of contract.

Additional Services

- The Contractor must provide timely response and assistance to the Agency and the division.
- The Contractor must agree to provide presentations to explain the findings, commendations and recommendations contained in the final report.
- The Contractor must agree to provide guidance and assistance to the Agency or its designee(s) for any subsequent official requests for further information, notably from the

Functionality Requirements

Functionality	User Response #
Model Work Plan	Response 1.1
Proposed Timeline	Response 1.2
Methodology	Response 1.3
Knowledge Transfer	Response 1.4

Response 1 – Overview of Functionality Requirements

THE AGENCY requires that an Offeror be able to provide services and deliverables of the highest quality. Factors taken into consideration include the Offeror's:

- 1.1 Model Work Plan: Provide a clear and concise model work plan to conduct the reviews, analyze the data, provide the services and develop the deliverables identified in the body of this RFP; in addition, include the firm's intended approach to consultative client-based research, divisional data analysis, comparative data analysis, and reports as outlined in RFP section entitled Needs Criteria
- 1.2 Proposed Timeline: Provide a proposed timeline for completing all aspects of these reviews **prior to June 10, 2011**. Refer to section "III. Description of Division to be Studied" for specific deadlines for each division study.
- 1.3 Methodology: Offeror shall detail envisioned methodologies and tools intended to be used to plan, manage, and implement successfully awarded division reviews. This response should not duplicate work plan described in response to item 1.1, but should focus on specific tools, techniques, capabilities, and the like i.e. best practice databases and specific research methods.
- 1.4 Knowledge Transfer: Particular focus should be on ease of transfer of process improvement information to be considered in developing future school efficiency reviews.

Services and Deliverables:

Fieldwork Briefing: The Contractor must provide to the Superintendent or his/her designee a verbal briefing at the conclusion of fieldwork in the division. This debriefing will cover any information the Superintendent needs to know immediately (such as security or safety issues witnessed in schools), key areas of focus or concern in the study, areas where the Contractor needs additional information from the division, and timetable for the interim briefing and the draft report editing.

Interim Briefing Document: The Contractor must provide to the Agency project manager and the Superintendent an interim briefing on emergent issues, tentative findings, concerns, possible

areas for recommendations, requested changes to scope, and the like approximately halfway through the study. The briefing document is intended to be for internal discussion purposes only.

Initial Draft Report: The Contractor must provide to the division's superintendent an initial draft of the intended exposure draft report. This draft is to be provided in sufficient time to allow for challenges, inquiries, and comments from the division and for additional responsive fieldwork or research as warranted. This draft must address, at a minimum, all areas identified in points 1 through 10 under the section of this RFP entitled "Purpose" unless waiver of part of the specified content is agreed upon with the contract administrator. Areas identified in points 1 through 8 should stand alone in their own chapter i.e. Financial management cannot be combined with Divisional Administration, etc. It must also include findings, conclusions, commendations, and recommendations to improve non-instructional operational efficiency and address best practices in use by the division and any items added to the scope of the study that are requested by the division superintendent and agreed to by the contract administrator. This report and all subsequent reports are to include discussion of strengths and best practices in use by the division, areas in need of improvement, possible issues, commendations and recommendations. Recommendations must include quantified estimates of annual savings across five years and may also include one-time savings to be generated as a result of implementation and of any significant barriers, costs, expenses, and investments related to implementation. Recommendations regarding business practices that should be improved even if savings will not result should also be included where such opportunities are observed. For recommendations that will not create savings or costs, but that can be done with the existing resources of the division, the Contractor should clearly describe the staff position and approximate staff time required to implement the recommendations. Reports must include visual representations of tables, charts, and graphs, as well as contextual interpretations and discussion. The Contractor must allow a minimum of fourteen days for editing of this draft report by the Superintendent or their designee.

Exposure Draft Report: The Contractor must provide to the division's superintendent, the contract administrator, and any other parties designated by the contract administrator, an exposure draft of the intended final report that is based on the initial draft report and inclusive of any modifications, elaborations, and corrections arising from work subsequent to the initial draft report. This draft is to be provided in sufficient time to allow for inquiries and comments from the recipients. The Contractor must allow a minimum of fourteen days for editing of this draft report by the Superintendent or their designee. [PLEASE NOTE THAT THE PROJECT END DATE IS JUNE 10, 2011– THIS IS BEING DONE TO INSURE THAT ALL PARTIES HAVE SUFFICIENT EDITING TIME AND THAT THE PROCESS IS THOROUGH AND NOT RUSHED.]

Final Report: The Contractor must prepare a final report based on the exposure draft report and inclusive of any modifications, elaborations, and corrections arising from work subsequent to the initial draft report. The final report must also include division management's responses to the findings and recommendations, if requested by the division and approved by the Agency. The Contractor will provide 30 double-sided, bound copies of the final report to the school division and 7 double-sided, bound copies to the contract administrator, such amounts to include all copies to be delivered to the school division board, the Library of Virginia, and other recipients. The report shall also be provided to the contract administrator electronically or on digital media in Microsoft® Word™ and Adobe® Acrobat™ (PDF) format. These items must be delivered to the contract administrator at least 96 hours prior to the public presentation of the report to the division school board. In the event no division school board presentation is required, these items must be delivered to the contract administrator upon final acceptance of the report.

Detailed List of Recommendations, Savings, and Costs: The Contractor shall submit to the Project Manager or designee, within ten (10) days of contract completion, a report on the actual report recommendations in Microsoft Excel format. At a minimum, this report shall include for each recommendation, the recommendation number, text of the recommendation, savings to be

realized by the recommendation, costs to be realized by the recommendation, and net savings (costs) to be realized by the recommendation. Savings and costs should reflect each annual savings or costs across five years. A template will be provided by the Project Manager or designee.

Detailed List of Commendations: The Contractor shall submit to the Project Manager or designee, within ten (10) days of contract completion, a report on the actual report commendations in Microsoft Excel format. At a minimum, this report shall include for each commendation, the commendation number, and text of the commendation. A template will be provided by the Project Manager or designee.

Protocol Checklist: The Contractor shall submit to the Project Manager or designee, at the time of the Exposure Draft Report, a completed protocol checklist for the school division reviewed including the location of each protocol item in the review process of the report. A template will be provided by the Project Manager or designee.

Concluding Documents: As a one-time requirement for ALL school division reviews for which the Contractor is responsible under the terms of any award, the Contractor must provide:

- A summary memo of challenges encountered and process-oriented lessons learned in the review(s) and suggested remedies or changes to be addressed in future reviews
- A detailed outline of any instituted or suggested modifications to the school review protocols, questionnaires, etc.
- A copy of indexed work papers. They may either be provided:
 - electronically in a format that is agreeable to the Project Manager or designee. The electronic copy must include a Table of Contents and all items must be properly indexed and identified.
The electronic copy will include all work papers, interview notes, list of interviews, contact information for all contacted individuals or entities outside of the division reviewed, and external documents extensively cited.

OR

- retained by the Contractor. The records must include a Table of Contents and all items must be properly indexed and identified. The contractor will maintain a complete set of indexed work papers, interview notes, interview lists, contact information for all contacted individuals or entities outside of the division reviewed, and external documents extensively cited. An index of these documents as well as the contact name, address and phone number for accessing the documents must be sent to the Project Manager or designee at the conclusion of the review. These work papers must be maintained for five years. If the Commonwealth needs access to the work paper files for any reason the Contractor will provide access and copies as needed.

Final Presentation: If requested by the division, the Contractor will be required to attend a meeting of the local school board and deliver a presentation of company background, methodology, findings, recommendations, and savings. UNDER NO CIRCUMSTANCES IS A PUBLIC PRESENTATION TO BE MADE WITHOUT THE NOTIFICATION OF, AND APPROVAL BY, THE CONTRACT ADMINISTRATOR.

As a condition of the contract, the Offeror agrees to refer any media inquiries related to this project to the Agency project administrator. No public comment on findings, recommendations, process, cost, or any other topic not related and restricted solely to the Offeror's professional background and experience is permitted under the terms of this contract.

Cost Requirements

Cost	User Response #
Base Cost	Response 2.1
Change Order Pricing	Response 2.2
Cost Options	Response 2.3
Pricing Schedule	Response 2.4

Response 2 – Overview of Cost Requirements

The Agency requires that the Offeror clearly identify all costs that are included in this proposal. Said costs must be broken out into meaningful categories to include:

- 2.1 Base Cost: Offeror shall provide the cost of meeting the requirements of this RFP.
- 2.2 Change Order Pricing: Offeror shall provide information on change order pricing for the proposed solution. Offeror shall provide a standard rate (i.e., price per time unit) and any other specialized rates that will be used to calculate the costs associated with any such change orders. A Change Order refers to a request by the Agency, or by the division being studied with the written approval of the Agency, prior to final report acceptance, to modify the scope of work set forth by the contract. The Offeror shall provide a standard rate (i.e., price per time unit) and any other specialized rates that will be used to calculate the costs associated with any such change orders. The Offeror shall specifically itemize the proposed cost that will be charged for any subsequent presentations to local government officials, including travel and all expenses.
- 2.3 Cost Options: Offeror must make clear any special features or limitations of offered bids, including any discounts or other considerations that apply. See Section III – Description of Division to be studied.
- 2.4 Pricing Schedule: Offeror shall propose a pricing schedule whereby THE AGENCY would be invoiced for work completed based on this proposal. The proposed schedule should relate to the completion of major deliverables and/or milestones as provided in the Offeror's proposed Model Work Plan. (The Offeror shall place the proposed Pricing Schedule in the RFP Response Package under Cost Requirements.)

Corporation Requirements

Corporation	User Response #
Corporate Informational Items	3.1
Financial Stability	3.2

In-house Experience	3.3
In-house Capacity and Availability	3.4
Outsourced/Subcontracted Experience	3.5
Outsourced/Subcontracted Capacity and Availability	3.6

Response 3 – Overview of Corporation Requirements

THE AGENCY requires that an Offeror be able to provide superior customer service throughout the duration of the project. The Offeror must be capable of meeting the requirements of the RFP, especially the time constraints, at the highest level of quality. The Offeror must have the ability and experience to undertake a project of this size. Factors taken into consideration include the Offeror's:

- 3.1 Corporate Informational Items: Offeror shall provide the information as requested below. **(Do not provide a marketing presentation.)**
 - a. Complete company name
 - b. Federal identification or social security number
 - c. Unemployment compensation number
 - d. State in which incorporated
 - e. Narrative description of company's organization (include organization charts, and indicate company officers, where applicable)
 - f. Principal type of business
 - g. Total number of years in business
 - h. Total full time work force
 - i. Percent of employees available to work on this project
- 3.2 Financial Stability: Offeror shall provide a five-year annual report. The report must include a five-year operating summary that details the financial viability and stability of the company (include charts and graphs that demonstrate financial stability when possible). Financial audit information can also be provided but will not be considered in lieu of a complete five-year operating summary. The Offeror must also provide a description of contracts and work that extend through July 2011.
- 3.3 In-house Experience: Offeror shall describe the firm's overall experience consulting, analyzing, and identifying best practices and areas for improvement for state and/or local government and/or school divisions. Offeror shall describe the make-up of their project team and describe each team member's principle roles. In addition, the Offeror shall provide the following information for the each proposed team member: a) projected time devoted to project, b) projected principal work location, c) brief resume, d) specific experience in consulting, analyzing, and identifying best practices and areas for improvement for state and/or local government and/or school divisions. Offerors shall provide a list of at least three (3) references using Attachment B: Reference Form, where similar goods and/or services have been provided.
- 3.4 In-house Capacity and Availability: Provide a clear and concise description of the firm's human capital to be applied to this project. A single or multiple contracts may be awarded under this RFP for one school division. Specific identification of resources to be added, reassigned, etc. is required in the Proposal to receive full consideration of this information. If bidding on multiple pairs of division reviews with the intent of accepting multiple successful awards, clearly indicate the extent of resources available to conduct multiple simultaneous reviews.

- 3.5 Outsourced/Subcontracted Experience: In the event that the firm intends to subcontract part of this project, Offeror shall describe the subcontractor's overall experience consulting, analyzing, and identifying best practices and areas for improvement for state and/or local government and/or school divisions. Offeror shall describe the make-up of subcontractors that will be used for the review and describe each person's principle roles. In addition, the Offeror shall provide the following information for the each subcontractor: a) projected time devoted to project, b) projected principal work location, c) brief resume, d) specific experience in consulting, analyzing, and identifying best practices and areas for improvement for state and/or local government and/or school divisions.
- 3.6 Outsourced/Subcontracted Capacity and Availability: In the event that the firm intends to subcontract part of this project, provide a clear and concise description of the firm's intent, of any specific subcontractors already identified for the project, and the extent to which subcontractors will be involved. Provide a clear and concise description of the subcontractor's human capital to be applied to this project. If bidding on multiple pairs of division reviews with the intent of accepting multiple successful awards, clearly indicate the extent of resources available to conduct multiple simultaneous reviews.

The Agency reserves the right to approve in advance any Contractor plan to subcontract any aspect of this contract. The Agency further reserves the right to approve or reject specific subcontractors prior to the Contractor executing a subcontract.

V. Proposal Preparation and Submission Instructions

Proposal Process

Successful implementation of this initiative requires strict adherence to a predetermined schedule. Throughout the RFP process, the Agency will follow the schedule presented below. Each Offeror must perform all applicable events and provide all applicable documents on or before each of the stated due dates, or shall be subject to disqualification. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal and a demonstration of their proposed solution to the AGENCY.

Event	Responsible Party	Day	Due Date*
RFP Published	Agency	Monday	July 19, 2010
Deadline for submission of Written Questions to RFP by 2:00 pm	Offerors	Monday	July 26, 2010
Electronic Mail Response to Written Questions, and Issuance of RFP Addenda if necessary	Agency	Friday	July 30, 2010
Proposals Due by 2:00 pm	Offerors	Monday	August 9, 2010

Event	Responsible Party	Day	Due Date*
Notice of Presentations (presentations of proposed approach may be required)	Agency		TBD
Oral Presentations (may be required)	Offerors		TBD
Negotiations	Agency and Offerors		TBD

****THE AGENCY reserves the right to revise the above schedule***

Point-of-contact: (for all questions related to the RFP and this process): Ms. Cari Corr, Analyst, Department of Planning and Budget, Patrick Henry Building, 1111 East Broad Street, Room 5040, Richmond, VA 23219 or cari.corr@dpb.virginia.gov, or 804-225-4549.

General Instructions

Questions from Offerors: Offerors are invited to submit, via e-mail, to the point-of-contact (stated above), any questions they may have about the contents of this RFP in accordance with the RFP schedule stated above. Written answers to all questions received will be posted to the Agency's web page in accordance with the RFP schedule.

RFP Responses: In order to be considered for selection, Offerors must submit a complete sealed response package to this RFP that includes:

1. Three original printed copies
2. One digital copy of the Offeror's response in Microsoft Word format, on CD or flash drive; this copy must **not** be "read only" so that portions may be copied by the Agency for use in communicating with Offeror
3. One original printed redacted copy from which all material considered to be proprietary or a "trade secret" has been removed. Such copy shall be certified in writing by the Offeror as free of proprietary material as outlined in #7 in the following section. Note, this copy is subject to public disclosure in accordance with the Virginia Freedom of Information Act. If no information in copies referenced in 1 or 2 above is deemed proprietary, the requirement for an additional copy under this section 3 is waived.
4. One digital redacted copy of the Offeror's response in Microsoft Word format, on CD or flash drive; this copy must **not** be "read only" so that portions may be copied by the Agency for use in communicating with Offeror. All material considered to be proprietary or a "trade secret" must have been removed. Such copy shall be certified in writing by the Offeror as free of proprietary material as outlined in #7 in the following section. Note, this copy is subject to public disclosure in accordance with the Virginia Freedom of Information Act. If no information in copies referenced in 1 or 2 above is deemed proprietary, the requirement for an additional copy under this section 4 is waived.
5. The Proposal must be delivered to the following address:
Department of Planning and Budget
RFP SER-2011-01
Patrick Henry Building
1111 East Broad Street, Room 5040
Richmond, VA 23219

Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the Offeror.
2. Proposal shall be complete. Failure to submit all information requested may result in the Agency requiring prompt submission of missing information and/or giving a lowered

- evaluation of the proposal, at the Agency's discretion. Proposals that are substantially incomplete or lack key information may be rejected by the Agency.
3. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 4. Responses shall be organized according to the sections outlined in the "Specific Instructions" subsection below. The Offeror's proposal shall include a Table of Contents that cross-references said sections. All pages of the proposal shall be numbered.
 5. Responses may be prepared using text from this electronic Microsoft Word RFP document; however, Offeror shall make no change, modification or alteration to the RFP text or format. For clarity, it is preferred that the responses immediately follow the RFP item, use a font color other than black, and are indented. It is helpful to cite the paragraph number, subparagraph letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subparagraph letter should be repeated at the top of the next page.
 6. Each copy of the proposal should be bound (or in a three-ring binder) in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. Multiple binders are acceptable if the response includes too much material for a single binder, so as to facilitate ease of viewing the response. The intention is to keep all of the Offerors' materials together.
 7. Ownership of all data, material, and documentation originated and prepared for the Commonwealth of Virginia, pursuant to the RFP, shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Also, Offerors must complete and submit the Summary of Proprietary Information form (see Attachment A). **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.**

Oral Presentation and Demonstration: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Agency or its designees. Said presentation are a fact-finding and explanation session only and do not include negotiations. In the event that presentations are held, the Agency will provide a specific agenda.

Specific Instructions

Offerors are required to submit the following items as a complete proposal. Information shall be placed and sequentially ordered as shown below. If information is requested in one section that has been addressed in another area, Offerors may refer to the location of the information rather than repeating the information.

Cover Sheet and Addenda: Fill out and sign the RFP Cover Sheet and Addenda Acknowledgments (if any Addenda were released), and place them in the notebook.
Executive Overview: 1. Executive Summary: Provide a brief overview (2 pages or less) clarifying your firm’s understanding of the goals and objectives of this RFP and why you feel your firm and your proposal would be the “best fit” for the Agency. 2. Contact Person(s): Provide name, title, organization, address, telephone number, fax number and email address for the following person(s): a. Contact person(s) who are responsible for coordinating the Offeror’s response to this RFP b. Persons who are authorized to act on behalf of the Offeror and bind the Offeror to all commitments made in the proposal and subsequent negotiations 3. “Attachment A – Proprietary/Confidential Information Summary Form” - Complete this form to identify all proprietary information and its location within the proposal as applicable. Do not include a general proprietary / confidential statement at the beginning of the proposal applicable to the entire proposal and do not include such statements on every page of the proposal. (Place completed form as the last item.) 4. “Attachment B – Reference Form” - Offerors shall provide a list of at least three (3) references using Attachment B: Reference Form, where similar goods and/or services have been provided.
Response to Functionality Requirements (cross reference Section IV – Statement of Needs): 1. Provide an overview response to the Functionality Requirements. 2. Respond to each item in the Functionality Requirements using the templates provided in Attachment C.
Response to Cost Requirements (cross reference Section IV – Statement of Needs): 1. Provide a breakdown of those costs that would be invoiced to the AGENCY under this proposal including the base cost, change order pricing, and any special features or limitations using the templates provided in Attachment C. 2. Provide a proposed pricing schedule for invoicing work completed based on this proposal.
Response to Corporation Requirements (cross reference Section IV – Statement of Needs): 1. Provide the Corporate Informational Items as requested. 2. Respond to each item in the Corporation Requirements using the template provided in Attachment C.
Additional Information: Place any additional information that you wish to present that is pertinent to the RFP but that does not fall within any of the requirements of the RFP.

VI. Response Templates

Responses for each needs criterion are requested. Responses must take into account the definitions found in Section IV above. The weights for the criteria and their importance to the overall evaluation are found in each subsection.

As noted in the “Specific Instructions” subsection, Offeror must place responses to specific requirements listed in the Request for Proposals by ordered section, using the templates provided in Attachment C.

Offeror must:

1. Provide all informational items as requested.
2. Provide clear and concise descriptions of proposed approach as requested, and as it relates to the criterion and sub-criterion as requested.
3. In each of the Response Tables presented, complete a response for each row by providing the information requested by the Column headers.
4. Complete all Cost Templates as provided.
5. Complete all Forms as requested (Forms referenced are located in Attachment C).

VII. Evaluation and Award Criteria

A. EVALUATION CRITERIA: Proposals will be evaluated by the Commonwealth of Virginia using the following criteria:

Criterion	Weight
Functionality Requirements	35%
Cost Requirements	25%
Corporation Requirements	40%

B. NEGOTIATION AND AWARD OF CONTRACT:

Those Offerors whose Proposal receives a qualifying score from the Agency will be asked to continue in a negotiation process. The Agency may negotiate any response proposed by the Offeror, including price. Offers and counter-offers may be made multiple times. At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and Offeror's proposal as negotiated.

C. EARLY SOLICITATION CANCELLATION, REJECTION, OR AWARD

The agency may cancel this RFP solicitation or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be most advantageous (Section 2.2-4359D, Code of Virginia). Should the Commonwealth

determine in writing and in its sole discretion that only one Offeror is fully qualified, or one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to the Offeror.

VIII. Project Reporting and Delivery Requirements

Paper and electronic copies must be available. After award, the Agency's designated Project Manager will administer the resulting contract. The Contractor shall deliver all reports to and respond, orally and/or in writing, to all inquiries from Project Manager, or designee, upon request and as stipulated below.

1. The Contractor shall provide bi-weekly written or electronic progress reports to the Project Manager or designee. Said progress reports shall include the following information for the relevant two-week period: (a) Major Accomplishments, (b) Objectives for Next Two Weeks; and (c) Problems/Issues (and recommended action). Reports should reflect progress in relation to the Model Work Plan and Schedule.
2. The Contractor shall meet (through phone conference if travel would otherwise be required) with the Project Manager or designee within two weeks of acceptance of final deliverable to discuss major accomplishments of the review, problem/issues with the review process, and suggested revisions to the school review protocol.
3. Detailed List of Recommendations, Savings, and Costs: The Contractor shall submit to the Project Manager or designee, within ten (10) days of contract completion, a report on the actual report recommendations in Microsoft Excel format. At a minimum, this report shall include for each recommendation, the recommendation number, text of the recommendation, savings to be realized by the recommendation, costs to be realized by the recommendation, and net savings (costs) to be realized by the recommendation. Savings and costs should reflect each annual savings or costs across five years. A template will be provided by the Project Manager or designee.
4. Detailed List of Commendations: The Contractor shall submit to the Project Manager or designee, within ten (10) days of contract completion, a report on the actual report commendations in Microsoft Excel format. At a minimum, this report shall include for each commendation, the commendation number, and text of the commendation. A template will be provided by the Project Manager or designee.
5. Protocol Checklist: The Contractor shall submit to the Project Manager or designee, at the time of the Exposure Draft Report, a completed protocol checklist for the school division reviewed including the location of each protocol item in the review process of the report. A template will be provided by the Project Manager or designee.

IX. General Terms and Conditions

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or acceptance of final deliverables, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may

procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **Not Applicable**

R. **Not Applicable**

S. **Not Applicable**

T. **INSURANCE**: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia.
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.state.va.us) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale,

distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **Not applicable**

AA. **BID PRICE CURRENCY**. Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

X. Special Terms and Conditions

- A. ADVERTISING: Advertising or promotional literature stating or implying that a Commonwealth agency or institution endorses the Contractor's products or services is prohibited. The Contractor may include a Commonwealth agency or institution in a client list, provided that the listing in no way states or implies that the Commonwealth agency or institution endorses the vendor's products or services.
- B. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Secretary of Education, The Secretary of Finance, authorized agents of either of these Secretaries, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Time
_____	<u>RFP# SER-2011-01</u>	
Street or Box Number	RFP No.	
_____	<u>School Efficiency Reviews</u>	
City, State, Zip Code	RFP Title	

Name of RFP Manager: Mr. John Ringer, Associate Director

The envelope must be addressed as directed on the cover sheet of the solicitation. Proposals may be hand delivered to the designated office location of the agency issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- E. LIMITATION OF LIABILITY: To the maximum extent permitted by applicable law, the Contractor shall not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability shall not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.
- F. OPTIONAL PREPROPOSAL CONFERENCE: An optional preproposal conference will NOT be held for this project.

- G. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. It is the responsibility of the Contractor to inform the subcontractors and/or partners of all the potential contract requirements including the terms and conditions.
- H. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. A final list of subcontractors with names, qualifications and experience must be provided prior to contract initiation. After contract initiation, changes to subcontractors will not be permitted unless due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- I. COMMUNICATIONS REGARDING THIS PROCUREMENT: It is the potential Offeror's responsibility to inquire about and clarify any requirements of this RFP that are not understood, and verbal questions are discouraged: the Commonwealth shall not be bound by verbal responses to questions. ALL inquiries, including technical questions, concerning this RFP must be submitted to Cari Corr, Analyst. Potential Offerors should NOT request information regarding this RFP from anyone other than the named analyst. Failure to comply with this policy may be grounds for disqualifying the Offeror's proposal.
- J. GUIDELINES FOR OFFEROR'S TERMS AND CONDITIONS REQUESTED FOR INCLUSION: In consideration of licenses, and/or additional terms and conditions requested for inclusion in the potential contract, Offeror should review and take into consideration the following list of inclusions/exceptions which have determined to be unacceptable and are provided as clarification. Also, for clarification, a license or additional terms and conditions shall not be considered the entire agreement, but will be considered for an attachment or inclusion to the Commonwealth's contract, which is the RFP, the original proposal, all modifications to the RFP, and all modifications to the proposal. All licenses and/or additional terms and conditions for inclusion are considered part of your proposal. The following are unacceptable:
1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractors benefit
 2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term
 3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict
 4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission
 5. Imposing interest charges contrary to that specified by the Code of Virginia, §§11-62.1 through 11-62.11, Prompt Payment

6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia
 7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period
 8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect
 9. Delaying the acceptance of this contract or its effective date beyond the date of execution
 10. Limiting or adding to the time period within which claims can be made or actions can be brought
 11. Limiting the liability of the Contractor for property damage or personal injury
 12. Permitting unilateral modification of this contract by the Contractor
 13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity
 14. Obligating the Commonwealth to pay costs of collection or attorney's fees
 15. Granting the Contractor a security interest in property of the Commonwealth
- K. **GUIDELINES FOR SERVICES AND DELIVERABLES:** As a condition of Proposal the Offeror expressly agrees to modify, expand, or abbreviate reports, presentations, or final documents upon request of the Agency prior to its acceptance of the report, presentation, or final documents. The Offeror further agrees that no public release or presentation of the contents, findings, or conclusions of any report may be made to any person or body without the expressed consent of the Agency.
- L. **REFERENCES:** Offerors shall provide a list of at least three (3) references where similar goods and/or services have been provided. Complete and submit Attachment B entitled "Reference Form" with response.
- M. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

XI. Method of Payment

The Commonwealth will make payments, within thirty (30) days of receipt of approved invoices.

Attachment A – Proprietary/Confidential Information Summary Form

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Attachment B – Reference Form

REFERENCES: Provide references of government or business entities below for which your firm has provided similar education performance assessment solutions similar to those proposed in your response. Include the dates when the service was furnished; and the name, address, e-mail, telephone and fax number of the person that the purchasing agency has your permission to contact. A narrative statement should be provided for each reference, describing the scope, size and type of service provided to each reference. **Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.**

CLIENT'S NAME AND ADDRESS	BEGIN & END DATES OF SERVICE	DESCRIPTION OF SERVICES	PERSON TO CONTACT AND TELEPHONE NO., FAX NO., AND EMAIL ADDRESS

Attachment C – Response to Requirements

Response to Functionality Requirements

(As noted in the “Specific Instructions” subsection, Offeror must place their “Response to Functionality Requirements” in the RFP Response Package.)

Criterion Weight – Functionality - 35%

Functionality	User Response #
Model Work Plan	Response 1.1
Proposed Timeline	Response 1.2
Methodology	Response 1.3
Knowledge Transfer	Response 1.4

Response 1 – Overview of Functionality Requirements

THE AGENCY requires that an Offeror be able to provide services and deliverables of the highest quality. Factors taken into consideration include the Offeror’s:

- 1.1 Model Work Plan: Provide a clear and concise model work plan to conduct the reviews, analyze the data, provide the services and develop the deliverables identified in the body of this RFP; in addition, include the firm’s intended approach to consultative client-based research, divisional data analysis, comparative data analysis, and reports as outlined in RFP section entitled Needs Criteria
- 1.2 Proposed Timeline: Provide a proposed timeline for completing all aspects of these reviews **prior to June 10, 2011**. Refer to section “III. Description of Division to be Studied” for specific deadlines for each division study.
- 1.3 Methodology: Offeror shall detail envisioned methodologies and tools intended to be used to plan, manage, and implement successfully awarded division reviews. This response should not duplicate work plan described in response to item 1.1, but should focus on specific tools, techniques, capabilities, and the like i.e. best practice databases and specific research methods.
- 1.4 Knowledge Transfer: Particular focus should be on ease of transfer of process improvement information to be considered in developing future school efficiency reviews.

Response to Cost Requirements

(As noted in the “Specific Instructions” subsection, Offeror must place their “Response to Cost Requirements” in the RFP Response Package.)

Criterion Weight – Cost – 25%

Cost	User Response #
Base Cost	Response 2.1
Change Order Pricing	Response 2.2
Cost Options	Response 2.3
Pricing Schedule	Response 2.4

Response 2 – Overview of Cost Requirements

The Agency requires that the Offeror clearly identify all costs that are included in this proposal. Said costs must be broken out into meaningful categories to include:

- 2.1 Base Cost: Offeror shall provide the cost of meeting the requirements of this RFP.
- 2.2 Change Order Pricing: Offeror shall provide information on change order pricing for the proposed solution. Offeror shall provide a standard rate (i.e., price per time unit) and any other specialized rates that will be used to calculate the costs associated with any such change orders. A Change Order refers to a request by the Agency, or by the division being studied with the written approval of the Agency, prior to final report acceptance, to modify the scope of work set forth by the contract. The Offeror shall provide a standard rate (i.e., price per time unit) and any other specialized rates that will be used to calculate the costs associated with any such change orders. The Offeror shall specifically itemize the proposed cost that will be charged for any subsequent presentations to local government officials, including travel and all expenses.
- 2.3 Cost Options: Offeror must make clear any special features or limitations of offered bids, including any discounts or other considerations that apply. See Section III – Description of Division to be studied.
- 2.4 Pricing Schedule: Offeror shall propose a pricing schedule whereby THE AGENCY would be invoiced for work completed based on this proposal. The proposed schedule should relate to the completion of major deliverables and/or milestones as provided in the Offeror’s proposed Model Work Plan. (The Offeror shall place the proposed Pricing Schedule in the RFP Response Package under Cost Requirements.)

Response to Corporation Requirements

(As noted in the “Specific Instructions” subsection, Offeror must place their “Response to Corporation Requirements” in the RFP Response Package.)

Corporation	User Response #
Corporate Informational Items	3.1
Financial Stability	3.2
In-house Experience	3.3
In-house Capacity and Availability	3.4
Outsourced/Subcontracted Experience	3.5
Outsourced/Subcontracted Capacity and Availability	3.6

Criterion Weight—Corporation—40%

THE AGENCY requires that an Offeror be able to provide superior customer service throughout the duration of the project. The Offeror must be capable of meeting the requirements of the RFP, especially the time constraints, at the highest level of quality. The Offeror must have the ability and experience to undertake a project of this size. Factors taken into consideration include the Offeror’s:

- 3.1 Corporate Informational Items: Offeror shall provide the information as requested below. **(Do not provide a marketing presentation.)**
 - j. Complete company name
 - k. Federal identification or social security number
 - l. Unemployment compensation number
 - m. State in which incorporated
 - n. Narrative description of company’s organization (include organization charts, and indicate company officers, where applicable)
 - o. Principal type of business
 - p. Total number of years in business
 - q. Total full time work force
 - r. Percent of employees available to work on this project
- 3.2 Financial Stability: Offeror shall provide a five-year annual report. The report should detail the financial viability and stability of the company. It must include a financial summary of the company with a description of contracts and work that extend through July 2011.
- 3.3 In-house Experience: Offeror shall describe the firm’s overall experience consulting, analyzing, and identifying best practices and areas for improvement for state and/or local government and/or school divisions. Offeror shall describe the make-up of their project team and describe each team member’s principle roles. In addition, the Offeror shall provide the following information for the each proposed team member:
 - a) projected time devoted to project, b) projected principal work location, c) brief resume, d) specific experience in consulting, analyzing, and identifying best practices and areas for improvement for state and/or local government and/or school divisions.

- 3.4 In-house Capacity and Availability: Provide a clear and concise description of the firm's human capital to be applied to this project. A single or multiple contracts may be awarded under this RFP for one school division. Specific identification of resources to be added, reassigned, etc. is required in the Proposal to receive full consideration of this information. If bidding on multiple pairs of division reviews with the intent of accepting multiple successful awards, clearly indicate the extent of resources available to conduct multiple simultaneous reviews.
- 3.5 Outsourced/Subcontracted Experience: In the event that the firm intends to subcontract part of this project, Offeror shall describe the subcontractor's overall experience consulting, analyzing, and identifying best practices and areas for improvement for state and/or local government and/or school divisions. Offeror shall describe the make-up of subcontractors that will be used for the review and describe each person's principle roles. In addition, the Offeror shall provide the following information for the each subcontractor: a) projected time devoted to project, b) projected principal work location, c) brief resume, d) specific experience in consulting, analyzing, and identifying best practices and areas for improvement for state and/or local government and/or school divisions.
- 3.6 Outsourced/Subcontracted Capacity and Availability: In the event that the firm intends to subcontract part of this project, provide a clear and concise description of the firm's intent, of any specific subcontractors already identified for the project, and the extent to which subcontractors will be involved. Provide a clear and concise description of the subcontractor's human capital to be applied to this project. If bidding on multiple pairs of division reviews with the intent of accepting multiple successful awards, clearly indicate the extent of resources available to conduct multiple simultaneous reviews.