

CONSULTANT SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is between Ikaso Consulting, LLC (“Ikaso”) located at 533 Airport Blvd., Ste. 400, Burlingame, California 94010, and the Bureau of Legislative Research (“BLR”), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201. Ikaso provides state government procurement consulting services. The BLR desires to hire Ikaso to provide detailed and accurate information concerning compliance of Arkansas Office of State Procurement rules and procedures with Arkansas Procurement Laws and to provide recommendations and training to bring those rules and procedures into compliance, as set forth in Ikaso’s Proposal for State of Arkansas RFP Evaluation Process Study, dated September 30, 2024 (the “Services”), for the use and information of the Legislative Council Executive Subcommittee (the “Subcommittee”) and the members of the Legislative Council and the Arkansas General Assembly.

Ikaso and the BLR hereby agree as follows:

1. **Services to be performed.** The BLR hereby retains Ikaso to perform the Services as set forth in the Proposal for State of Arkansas RFP Evaluation Process Study, as accepted by the Subcommittee on October 3, 2024. The Proposal is attached hereto and incorporated into this agreement by reference as Attachment A.
2. **Data Required by Ikaso.** In order to perform the Services, Ikaso may require information that is held by various entities other than the BLR, including without limitation the Department of Transformation and Shared Services, Office of State Procurement. The parties acknowledge that such data and information is in the possession of third parties; that Ikaso must rely on these third parties to cooperate in providing this data and information; and that the data and information may be subject to laws restraining or preventing their release or dissemination. BLR authorizes Ikaso to contact the various entities holding the information that Ikaso requires in order to perform the Services under this Agreement. BLR Staff will be available to help to facilitate the contact with these entities upon request from Ikaso. BLR acknowledges and agrees that while Ikaso is relying on this data and information from such third parties in connection with its provision of the services under this Agreement, Ikaso makes no representation with respect to and shall not be responsible for the accuracy or completeness of such data and information, and/or the use of any Deliverables based on such data and information.
3. **Deliverables.** In connection with the services to be provided under the RFP, Ikaso will prepare various documents, including without limitation draft interview guides, recommendations, report, and training materials, and will attend legislative committee meetings to present the results of its work, as requested, (the “Deliverables”) to be provided to the BLR for use by the Arkansas General Assembly and its various committees. BLR will own all Deliverables provided under this Agreement.

Ikaso will maintain full ownership of: (a) working papers of Ikaso; (b) pre-existing and/or hereinafter developed Ikaso materials or studies used in the provision of the Services and the Deliverables; (c) Ikaso know-how, processes, forms, and databases used in the provision of the Services and Deliverables, as well as any and all intellectual property owned by Ikaso that may be employed in providing the Services and Deliverables, with the

agreement and understanding that data provided by institutions of the State of Arkansas for analysis in this project, will be provided under a Data Use Agreement, which will require destruction of the data upon conclusion of the project. Ikaso is providing the Services and Deliverables for the use and benefit of the Arkansas General Assembly, and its members and committees. The Services and Deliverables are not for a third party's use, benefit or reliance, other than members of the General Assembly and as authorized by members of the General Assembly of which authorization Ikaso will be notified by BLR. Except as described in Section 12 of this Agreement, Ikaso shall not discuss the Services or disclose the Deliverables until such time that the BLR provides Ikaso notice that the BLR has disclosed the Services and Deliverables to third parties.

4. **Term and Termination.**

- a. The term of this Agreement will commence on October 18, 2024, and terminate on May 1, 2025, with an option to renew for an additional six (6) month period, upon mutual agreement of the parties if the need of the Subcommittee, the Legislative Council, or the Arkansas General Assembly merits an extension.
- b. Either party may terminate the Agreement by giving ten (10) days prior written notice. The obligations of each of the Parties under Paragraphs 3, 5, and 13 of the Agreement shall survive the termination of this Agreement.

5. **Fees and Expenses.** The Fees and Expenses related to this Agreement are outlined in the Proposal, attached hereto as Attachment A and incorporated in this Agreement by reference. The maximum amount BLR will pay to Ikaso for the provision of the Services is Three Hundred Thirty-One Thousand Five Hundred Dollars (\$331,500.00). Ikaso shall invoice BLR monthly for work completed in the prior month, based on milestones completed, actual time worked at the rates set forth in the Proposal, and expenses incurred. All invoices shall be due and payable by BLR within thirty (30) days of receipt. Monthly invoices will include reimbursements for travel related to the work being performed by Ikaso and attendance at legislative committee meetings. All mileage amounts will be calculated per Mapquest and copies of the Mapquest routes will be provided to the BLR with the monthly invoices, as well as copies of receipts for reimbursement of actual travel expenses.

In the event that services in addition to those described in Section 1 of this Agreement are required during the term of the Agreement, the Subcommittee shall vote to authorize additional work, subject to the approval of the Subcommittee co-chairs, who shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the maximum contract amount.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. Ikaso agrees that any claims against the BLR, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission, as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR, the Legislative Council, or the Arkansas General Assembly.
7. **Indemnification.** Subject to Clause 8 below, Ikaso shall indemnify and hold harmless BLR, its Director, agents, and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, arising out of, or relating to, Ikaso's work under this Agreement.

8. **Liability.** Ikaso shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an amount in excess of the fees paid by the BLR to the Ikaso for the defective portion of services that is the subject of the claim, and in no event will Ikaso's aggregate liability for all claims and/or defense obligations to the BLR exceed the total fees paid by the BLR for the specific portion of services in dispute. In no event shall Ikaso be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs) nor shall Ikaso be liable for any claim or demand against the other party by any third party (other than third party claims for which indemnification is available). The provisions of this paragraph shall apply regardless of the form of action, damages, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, including this Contract's indemnification and defense obligations. To be clear, Contractor's obligations to indemnify the BLR or defend BLR shall not exceed the value of the fees paid by the BLR to Ikaso under this Contract. In the event indemnification or defense obligations exceed this fee, Contractor is relieved of indemnification and defense liability.

The BLR shall not be liable to Ikaso for any special, indirect, incidental, punitive, or consequential damages arising from or related to this Agreement, including bodily injury, death, loss of revenue, profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation of BLR's liability applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

9. **Independent Contractor Status.** BLR and Consultant intend that Consultant be engaged to perform the services as an independent contractor. Nothing in this Agreement shall be construed as to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

Consultant may not act as an agent for or on behalf of BLR or bind BLR in any manner.

10. **Assignment.** This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. Notwithstanding the foregoing, Ikaso may assign its rights and obligations hereunder to any of its affiliates or subsidiaries under common control and operating under the same trade name. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
11. **Subcontractors.** If at any point during the contract term Ikaso finds it necessary to utilize a subcontractor, Ikaso shall seek prior approval of the Subcommittee before contracting any part of the work to be performed under this Agreement. The Subcommittee shall have the right to not approve or to require replacement of any subcontractor found to be unacceptable by the Subcommittee.
12. **Amendment.** This Agreement may be amended upon agreement of both parties to the Agreement and the approval of the Subcommittee and the Legislative Council. Any amendment to this Agreement must be in writing and signed by both parties.

13. **Confidentiality.** “Confidential Information” under this Agreement means non-public information that a party marks as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential information does not include any information which is (a) rightfully known to the recipient prior to its disclosure; (b) released to any other person or entity (including governmental agencies) without restriction; (c) independently developed by the recipient without use of or reliance on Confidential Information; or (d) or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party.

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

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

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

14. **Restriction of Boycott of Israel.** In accordance with Arkansas Code § 25-1-503, Ikaso hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.
15. **Restriction of Boycott of Energy, Fossil Fuel, Firearms, and Ammunition Industries.** In accordance with Arkansas Code § 25-1-1101, *et seq.* Ikaso hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Energy, Fossil Fuel, Firearms, and Ammunition Industries.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Ikaso and BLR have executed this Agreement this 18th day of October, 2024.

IKASO CONSULTING, LLC:

Reiko Osaki, President & CEO

Date

BUREAU OF LEGISLATIVE

RESEARCH:

Marty Garrity, Director

Date

ATTACHMENT A

Proposal for State of Arkansas RFP Evaluation Process Study



533 Airport Blvd., Suite 400, Burlingame, California 94010

September 30, 2024

To: Executive Subcommittee, Review Committee, Arkansas Legislative Council
and Jillian E. Thayer, Chief Legal Counsel
Bureau of Legislative Research
State Capitol, Rm. 315
Little Rock, Arkansas 72201

From: Reiko Osaki, President & CEO
Ikaso Consulting, LLC
533 Airport Blvd., Suite 400
Burlingame, CA 94010

Re: Proposal for State of Arkansas RFP Evaluation Process Study

Thank you for the opportunity to prepare this scope of work proposal for your consideration. Based on your request, we are pleased to offer this proposal for a review of the State's laws, rules, policies, procedures, and practices related to processes for evaluating State-issued Request for Proposal (RFP) solicitation responses.

Scope of Work

Based on discussions with the Bureau of Legislative Research, and experience performing similar engagements (including in support of the State's 2017-2018 review and revision of its procurement laws), Ikaso proposes nine elements for the project, described below.

1: Establish Project Context via Interviews with Legislators and Related Parties

- Identify key legislators and other parties best able to provide background context and considerations relevant to the study
- Schedule and conduct up to three one-hour virtual interviews, individually or in groups of up to four participants

2: Identify Example Solicitations for Review

- Identify up to three solicitations for review
 - Selected and confirmed by the State based on guidance received in project context interviews

3: Identify and Confirm the Full Scope of Written Materials for Review

- Gather documentation, inclusive of statutes, rules, and policy guidance, including relevant RFP and evaluation templates
- Gather example solicitations selected for review, including detailed response and evaluation materials
- **Milestone 1: Initial Interviews and Validation of Relevant Review Materials**



4: Review Written Materials

- Conduct in-depth reviews of all materials
- Develop initial questions based on review

5: Develop Interview Guides for Statute / Rule / Policy, and Example Solicitation SMEs

- Compile content and process questions based on written material review
- Identify potential interview subjects on coordination with the State
- Present draft interview guides for State review
- **Milestone 2: Material Review and SME Interview Guide**

6: Conduct SME Interviews

- Finalize interview guides and interview subject roster
- Schedule and conduct up to five one-hour interviews, virtual or live, schedule-dependent, individually or in groups of up to four participants
 - Inclusive of one on-site visit of 1-2 days, as desired by the State
- **Milestone 3: Completion of SME Interviews**

7: Develop and Deliver Report of Findings and Recommendations

- Compile findings from written materials review and SME interviews
- Develop draft recommendations and report
 - Inclusive of proposed updates to rules, policy statements, and related template files
 - Report structure expected to be Microsoft PowerPoint or Word format
- Deliver draft report
 - Inclusive of one on-site visit, as desired by the State
- Finalize report based on State feedback
- **Milestone 4: Draft Report Submission**

8: Provide Ongoing Support to the Arkansas Legislative Council and Bureau of Legislative Research

- Provide support based on specific State requests
 - Billable on an hourly basis
 - Separate per-person, per-trip pricing for on-site visits

9: Develop and Deliver Study-related Training (Optional Service)

- Develop training content based on the application of Report findings and recommendations
- **Optional Training Milestone 1: Submission of Draft Training Materials**
- Deliver training session(s)
 - Inclusive of one session (with on-site visit, as desired by the State)
- **Optional Training Milestone 2: Delivery of One Training Session**



Project Schedule

Ikaso is proposing a six-month project beginning upon notice to proceed, expected to be on or around October 7, 2024, with estimated project completion in April 2025. Pending schedule and staffing confirmation with the State, we tentatively propose to complete Milestone 4 by December 20, 2024. A workplan will be provided for State review within two weeks of the kickoff meeting. Additional extension months may be added at the State's request.

Assumptions

We have made the following assumptions in our proposal:

- The data and information requested will be provided in a prompt manner that aligns with the work plan
- The State will provide any requested feedback and input in a prompt manner that supports the project workplan
- The identification of interview subjects will be provided in a prompt manner that aligns with the work plan
- Individuals to be interviewed will be available within a week of requesting an interview.
- All assumptions will be validated by the State during review of draft documents

Project Fees

Ikaso proposes a deliverable-based, fixed fee schedule for the project milestones (with delivery of one training session). We will invoice monthly for any completed milestones in that month, as follows:

- Milestone 1 - \$82,800
- Milestone 2 - \$62,100
- Milestone 3 - \$41,400
- Milestone 4 - \$20,700
- Optional Training Milestone 1 - \$30,000
- Optional Training Milestone 2 - \$10,500

For item 8 - Ongoing Support to the Arkansas Legislative Council and Bureau of Legislative Research, Ikaso proposes to bill hourly, at a rate of \$250, with a budget of 300 hours. We also propose to bill a flat fee of \$1,500 per-person, per-trip for on-site visits, with a budget of trips for six individuals

- Hourly Support Budget - \$75,000
- Travel Budget - \$9,000

Total Proposed Maximum Contract Value - \$331,500

