

STATE OF WYOMING
DEPARTMENT OF ADMINISTRATION AND INFORMATION
PROCUREMENT SECTION
2800 CENTRAL AVENUE
CHEYENNE, WY 82002

REQUEST FOR PROPOSAL NUMBER 0317-C

DEPARTMENT OF WORKFORCE SERVICES
DIVISION OF VOCATIONAL REHABILITATION

**COMPREHENSIVE STATEWIDE NEEDS
ASSESSMENT
(CSNA)**

PROPOSAL DUE DATE AND TIME
APRIL 30, 2018 – 2:00 P.M. MOUNTAIN TIME

PURCHASING REPRESENTATIVE: Debi Walker
TELEPHONE NUMBER: (307) 777-6707

DEPARTMENT OF WORKFORCE SERVICES
REPRESENTATIVE: JEFF WHITE

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REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

Online proposals will be received for providing COMPREHENSIVE STATEWIDE NEEDS ASSESSMENT (CSNA) FOR THE STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES, through the Public Purchase online bidding system until APRIL 30, 2018, 2:00 p.m. Mountain Time.

Each Proposal must include:

- 1.1. No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. All proposals must be uploaded on the Public Purchase online bidding system. Proposals will not be accepted by FAX, email, or paper copy.
- 1.2. Proposals must be submitted through the Public Purchase online bidding system on or before the time and date specified. Proposals received after the time and date specified will not be considered.
- 1.3. Proposal information is restricted and not publicly available until after the intent to award of the Contract by the Procurement Section. Once a contract has been fully signed and submitted to the A & I Procurement Office the award process will be complete.

2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1. A proposal may be altered through the Public Purchase online bidding system prior to the specified date and time of the opening contained in this document.
- 2.2. A proposal may be withdrawn through the Public Purchase online bidding system by the Proposer up to the time of the opening. Failure of the successful Proposer to furnish the service awarded as a result of this advertisement may eliminate the Proposer from future consideration.

3. PREPARATION OF PROPOSALS:

- 3.1. No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for Proposal.
- 3.2. In case of error in the extension of prices in the proposal, unit prices will govern.
- 3.3. Proposers are expected to examine special provisions, specifications, schedules and instructions included in this Request. Failure to do so will be at the Proposer's risk.

4. AWARD AND CONTRACT INFORMATION:

- 4.1. The State of Wyoming hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.
- 4.2. The proposer, also agrees that should this firm be awarded a Contract that the firm will not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin, or disability.
- 4.3. The Proposer expressly warrants to the State that it has the ability and expertise to

perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.

- 4.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Department of Administration and Information, Procurement Section will award this contract to the firm, determined by the Department of Workforce Services the most responsive and responsible offer, based on criteria specified herein.
- 4.5. This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- 4.6. The successful proposer will be required to enter into and sign a formal Contract with the State containing terms required by the Attorney General, with reasonable adjustments acceptable to the State. The proposer will bear all risks associated with any injury arising out of the event. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- 4.7. The successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 et. seq.).

DATED: MARCH 27, 2018.

STATE OF WYOMING
Procurement Section
Debi Walker

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR:

- 1.1. The contractor shall function as an independent contractor for the purposes of the Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of the Contract, the Contractor shall be free from control or direction over the details of the performance of services under the contract. The contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of the Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the contractor or the contractor's agents or employees as a result of this Contract.

2. INSURANCE:

- 2.1. All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, shall contain a waiver of subrogation against the Agency and the State, its agents and employees. The contractor agrees it will carry the insurance which is applicable to this RFP. Contractor shall provide a copy of an endorsement providing this coverage.

3. LAWS TO BE OBSERVED:

- 3.1. The contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4. TAXES:

- 4.1. The contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and Social Security taxes, workers' compensation, unemployment insurance and sales taxes.

5. ASSIGNMENT/CONTRACTOR:

- 5.1. The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which shall be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto and attached to the original Contract agreement.

- 5.2. The contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the State.
- 5.3. Claims for money due or to become due contractor from the State under the Contract may not be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the State. Notice of any assignment or transfer shall be furnished to the State.
- 5.4. The contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

6. TERMINATION OF CONTRACT:

- 6.1. Termination of the Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. The Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of the Contract. The Contract shall remain in full force and effect until terminated as provided herein.
- 6.2. The State may, upon ten days' written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the contractor to fulfill in a timely and proper manner the obligations under the Contract. In such event, all finished documents, data, models and reports prepared under this contract shall, at the option of the State become its property upon payment for services rendered through the termination of the Contract.
- 6.3. Should the contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been successfully implemented and accepted by the Agency. Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General will be implemented if it appears the contractor has breached or defaulted on the Contract.

7. ACCOUNT REPRESENTATIVE:

- 7.1. The successful contractor(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account will be administered in an organized systematic manner.

8. RESPONSIVENESS:

- 8.1. Proposers are expected to examine specifications, schedules and instructions included in this package. Failure to do so will be at the Proposer's risk.

9. EXTENSION AND AMENDMENT:

- 9.1. The Proposer and the State covenant and agree that this proposal or subsequent Contract may, with the mutual approval of the Proposer and the State, be extended under the same terms and conditions of this proposal or Contract for a period of one (1) additional year, and said option to extend this proposal or Contract for a one-year period shall be in effect for each year thereafter for a total period not to exceed two (2) additional years.

10. COMPLIANCE WITH LAWS:

- 10.1. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

AUDIT AND ACCESS TO RECORDS:

- 10.2. The State or any of their duly authorized representatives shall have access to any books, documents, papers, electronic data and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

11. CONFLICT OF INTEREST:

- 11.1. The parties warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the contract. Proposer warrants that no one being paid pursuant to the Contract is engaged in any activities that would constitute a conflict of interest with respect to the purposes of the Contract.

12. NO FINDER'S FEE:

- 13.1 No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

13. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

- 13.1. It is agreed that all finished or unfinished source code, documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the State, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the State, will be turned over to the State.

14. CONFIDENTIALITY OF INFORMATION:

- 14.1. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the contractor in the performance of the Contract shall be kept confidential by the contractor unless written permission is granted by the State for its release.

15. SOVEREIGN IMMUNITY:

- 15.1. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Agency and the Contractor expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

16. INDEMNIFICATION:

- 17.1 The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.

17. APPLICABLE LAW RULES OF CONSTRUCTION AND VENUE.

- 18.1. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

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SPECIAL PROVISIONS

PROPOSALS MUST BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 p.m. MOUNTAIN TIME ON: APRIL 30, 2018.

PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL NOT BE CONSIDERED.

It is the responsibility of the Proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, W.S. 16-4-201 through 16-4-205. Please identify each confidential page with the word "CONFIDENTIAL" in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public. If the Proposer submits information that is believed to be confidential, they must include a statement justifying their basis for such.

1. STATE PARTIES:

- 1.1. This Request for Proposal (RFP) is issued by the Wyoming Department of Administration and Information, Procurement Section, on behalf of the Department of Workforce Services.
- 1.2. Throughout this document and others in connection with this project, various references are made, or will be made to the "State". Generally, whenever this reference appears, the term "State" incorporates all parties to the RFP as cooperative state agencies that will be working on this project as a cohesive state unit.
- 1.3. It should be understood that the Director of Department of Workforce Services is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Such agreements, etc., not bearing this signature or that of a designee are invalid insofar as contractual relations between the State and Contractor are concerned.

2. CONTENT AND PROCUREMENT POINTS OF CONTACT:

- 2.1 The Department of Administration and Information, Procurement Section, is the primary point of contact from the date of release of the RFP until the Contract is fully executed and signed.
- 2.2 Questions must be submitted through the Public Purchase online bidding system until the time and date specified in this RFP.
- 2.3 Written questions regarding RFP material or the procurement process shall be submitted through the Public Purchase online bidding system until 2:00 p.m. Mountain Time, APRIL 16, 2018. Any questions received after the deadline will not be accepted or considered. **Each question should be submitted individually.** It is the proposer's responsibility to check Public Purchase for answers to questions, addenda, or bid tabulations. No telephone calls, emails, or faxes will be accepted.
- 2.4 Written responses will be available through the Public Purchase online bidding system. Responses will not identify the firm that submitted the question. All parties should clearly understand that only the written answers issued by the Agency are the official position on an issue, and these answers shall become part of the RFP and, by incorporation, any subsequent Contract.

3. RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF:

- 3.1. From the issuance date of this RFP until a Proposer is selected and the selection is announced, Proposers are not allowed to communicate with State staff except:
 - 3.1.1. Procurement Section:
 - 3.1.2. Via written questions through the Public Purchase online bidding system.
- 3.2. For violation of this provision, the State reserves the right to reject the proposal.

4. EFFECTIVE DATES OF PROPOSAL:

- 4.1. All terms, conditions and costs quoted in the Proposer's response will be binding on the Proposer for 180 days from the effective date of the proposal.

5. ADVERTISING AWARD CONDITIONS:

- 5.1. A fully executed contract must be made and written approval from the State before the successful Proposer may advertise the award of the contract or the services being provided after the contract begins. The Proposer must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Wyoming.

6. CONTRACT NEGOTIATIONS:

- 6.1. The State will notify the successful Proposer and negotiate a contract under the procedures of the State of Wyoming, Department of Administration and Information, Procurement Section and the Wyoming Attorney General's contract guidelines. Proposers should submit as part of their proposal, suggested Contract language that relates to software licensing, maintenance services, and any patented or copyrighted products owned by the Contractor that will be used in meeting the RFP specifications. The successful Contractor will be required to enter into and sign a formal Contract with the State.
- 6.2. After review of all proposals, a firm will be selected for contract negotiations. The Agency will notify the most qualified firm. Final selection will be subject to the negotiation of a satisfactory agreement on the terms and fees. The State of Wyoming assumes no obligation to the selected firm until agreement is reached and a contract is fully executed. If agreement on terms and fees is not reached, negotiations will be terminated and negotiations may be initiated with the second most qualified firm. The Agency will not negotiate concurrently with more than one firm for the same job.
- 6.3. This RFP, the proposal, oral presentation and any agreements entered into as part of the Contract award will become a part of the Contract and will be in effect for the duration of the Contract period. The Contract language will take precedence over any language contained within this RFP that may conflict with the signed and fully executed Contract.

7. BEGINNING WORK:

- 7.1. The successful proposer must not commence any work that could be billed until a valid contract has been executed. The State will not pay for any work by the Proposer prior to execution of the contract.

8. NON-APPROPRIATION OF FUNDS:

- 8.1. Obligations of the State shall cease immediately if the Wyoming State Legislature fails to

appropriate, or otherwise make available funds for the contract. The State will use its best efforts to secure sufficient funding to cover the proposed contract, and notify the Proposer immediately of any funding insufficiency.

9. COPYRIGHT INFRINGEMENT:

- 9.1. The Proposer shall warrant that all materials and/or products or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the Proposer, and the Proposer shall defend such claim and the State's name. The defense of such claim will be at the Proposer's expense.

10. COST OF PREPARING PROPOSALS:

- 10.1. All costs incurred for the preparation of this proposal and for other procurement related activities are solely the responsibility of the Proposer. The State of Wyoming will not provide reimbursement for such costs.

11. PROPOSAL EVALUATION:

- 11.1. All Proposers must meet the minimum qualifications set forth in the proposal requirements and review process in order to be considered and ranked pursuant to the criteria set forth in this RFP.

12. RISKS AND LIABILITY:

- 12.1. By submitting a proposal, a Proposer specifically assumes any and all risks and liability associated with information marked confidential in the proposal and the release of the information. All costs incurred in preparing a response to the RFP are the responsibility of the Proposer.

13. ADDENDUM TO THE RFP:

- 13.1. The State reserves the right to amend the RFP prior to the date for proposal submission. Addendum will be uploaded through the Public Purchase online bidding system to the corresponding RFP.

14. PROPERTY DAMAGE AND LIABILITY INSURANCE:

- 14.1. The Proposer may be required to furnish proof of property damage liability insurance in the amount deemed necessary by the Agency for the project, if applicable.
- 14.2. Questions regarding required insurance coverages and limits for this project should be submitted in writing in accordance with Special Provisions, Section 2.2.

15. MISREPRESENTATION OF INFORMATION:

- 15.1. Misrepresentation of a Proposer's status, experience, or capability in the proposal may result in disqualification of that Proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the State and after consultation with the Procurement Services Section, preclude the Contractor from the selection process.

16. DISPOSITION OF PROPOSALS:

- 16.1. All material submitted becomes the property of the State of Wyoming, which is under no obligation to return any of the material submitted in response to the RFP. The successful proposal shall be incorporated into the resulting contract.

17. LEGAL CONSIDERATIONS:

- 17.1. This RFP is issued under the provisions of Wyo. Stat. § 9-2-1016 (1977), as amended.
- 17.2. Proposers are charged with presumptive knowledge of all requirements of the cited authorities. Any proposal submitted by Proposer that fails to meet all published requirement of the cited authorities may, at the option of the State, be rejected without further consideration.

18. PROPOSER RELATIONSHIP WITH STATE:

- 18.1. Proposer staff will have an ongoing relationship with State staff that is based on trust, confidentiality, objectivity and integrity. The Proposer will be expected to operate at all times in the State's best interests and in a straightforward, trustworthy and professional manner. As part of the tasks described in this RFP, the Proposer shall:
 - 18.1.1. Work cooperatively with the staff of State and the State's business partners whenever required in the course of performing the functions required by the RFP and resulting contract.
 - 18.1.2. Proposer must be able to work cooperatively with the staff of other Proposer whenever required in the course of performing the functions required by the RFP and resulting contract.

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SCOPE OF WORK

Comprehensive Statewide Needs Assessment

PROGRAM TITLE: Comprehensive Statewide Needs Assessment (CSNA)

CONTRACT/PROJECT TERM: *May 15, 2018 – February 28, 2019

** these are anticipated start and end dates, to be discussed and finalized during contract negotiations*

PROPOSAL SUBMISSION: Proposals must be submitted through the Public Purchase online bidding system by 2:00p.m. Mountain Time on April 30, 2018. Each proposal MUST INCLUDE:

- PROJECT SUMMARY/PLAN – outlined on p. 24 of this RFP
- PROJECT BUDGET AND BUDGET NARRATIVE – including quotes
- PROJECT TIMELINE – incorporating timeline from p. 22 of this RFP
- COMPLIANCE DOCUMENTS – outlined on p. 26 of this RFP
- SIGNED PROPOSAL PRICE SHEET – included at end of this RFP

PROPOSER/CONTRACTOR ELIGIBILITY REQUIREMENTS:

- Compliance with Wyoming Labor Laws (or state required)
- Compliance with Wyoming Secretary of State (or state required)
- Eligible to Receive Federal Funds (not debarred or suspended)
- Background in Professional Social Services Delivery systems
- Skilled in Comprehensive Data Collection, Analysis, and Statistical Projection
- Acquainted with National Reforms and Restructuring Issues affecting Rehabilitation Service Delivery
- Knowledge of State Vocational Rehabilitation Programs and Services, to include the following:
 - Rehabilitation Management
 - Disability Awareness and Resource Development
 - Research Methodology and Protocols
 - Legislation and Policy Formulation
 - Characteristics of Disability Employment

PROJECT DESCRIPTION AND BACKGROUND:

I. Introduction and Background

- i. The State of Wyoming, acting by and through the Department of Workforce Services, Division Vocational Rehabilitation (DVR) (“Agency”), is responsible for the administration and operation of vocational programs that provide a wide variety of services to individuals with disabilities and to a wide range of ages from children to adults. The Agency issues this Request for Proposals (RFP) to request from interested Proposers a proposal to support the intent of this RFP for an official Comprehensive Statewide Needs Assessment (CSNA). The CSNA of Agency and related disability programs would assist Agency in determining the current state of available programs for individuals with disabilities being served by the Agency or others. The CSNA would also specifically identify the characteristics of individuals in Wyoming who are not being served, but would benefit from available services if the individuals were aware of their availability.
- ii. The Rehabilitation Act, as amended, Public Law 105-220, Title IV, Section 101 (a) requires that in order to be eligible to participate in programs under this Title, a State shall submit to the Commissioner of the Rehabilitation Services Administration (RSA) a State Plan for vocational rehabilitation services that meets the requirements of this section.
- iii. They Wyoming Division of Vocational Rehabilitation (DVR) intends, through this statewide assessment, to comply with those requirement incumbent upon VR as found in the Workforce Innovation and Opportunity Act (WIOA) §361.29 as described in the Scope of Work of this RFP
- iv. The State Plan shall include the results of a CSNA, jointly conducted by Wyoming DVR and the State Rehabilitation Council every three (3) years, describing the rehabilitation needs of individuals with disabilities residing within the State, particularly the vocational rehabilitation needs of:
 - 1) Individuals with the most significant disabilities, including their needs for supported employment and transition services;
 - 2) Individuals with disabilities who are minorities and individuals with disabilities that have not been served or who are underserved by the vocational rehabilitation program carried out under this Title;
 - 3) Individuals with disabilities served through other components of the statewide workforce investment system (other than the vocational rehabilitation program), as identified by such individuals and personnel assisting such individuals through the components;
 - 4) Include an assessment of the need to establish, develop, or improve community rehabilitation programs within the State; and
 - 5) Provide that the State shall submit to the RSA Commissioner a report containing information regarding updates to the assessments for any year in which the State updates the assessments.

II. Definition of Terms

For the purpose of this RFP the following definitions will be used in the description of the

proposed services, operations and requirements set forth in this RFP.

- A. General procurement terms are provided here in conjunction with the Scope of Work described in this RFP.
- B. Code of Federal Regulations or CFR means federal regulations that govern the programs described in this RFP.

Program Specific Definitions

- A. Applicant means an individual who submits an application for vocational rehabilitation services in accordance with 34 CFR § 361.41(c)4.
- B. Appropriate modes of communication means specialized aids and supports that enable an individual with a disability to comprehend and respond to information that is being communicated in accordance with 34 CFR § 361.5(b)4.
- C. Community Partners means those state and local organizations with their own programs or interest in services to Wyoming citizens with disabilities in partnership with Agency.
- D. Culturally Competent Services means a set of congruent behaviors, attitudes, and policies that come together in a system, organization or among professionals that enable the system or those professions to work effectively in cross cultural situations. The specific cultural distinction for this RFP are those individuals with disabilities who have the goal of achieving personal independence and self - sufficiency.
- E. Employment support organizations mean the wide array of organizations, job placement providers, personal assistants, disability advocacy organizations and public and private employers who provide personal and employment support for persons with disabilities.
- F. Implementation Plan means a written plan and timeline for implementing the CSNA, developed by Proposer that includes a table, with date specific deliverables, to address the overall CSNA requirements described in this RFP. The Implementation Plan should include proposed methodologies, instruments, sets of informants, schedules for carrying out the CSNA benchmarks for product delivery, and staff position associated for the tasks as described in this RFP.
- G. Informed Consent means consent from a person that is freely given with no pressure, bribes, threats or promises, and no consequences for refusal to participant.
- H. Persons to be served means those persons specifically defined in CFR 361.5(c) (28) that Agency is required to serve.
- I. Persons who are blind means those persons specifically defined in CFR 361.5(c) (26) as used by the Division.
- J. Persons with a most significant disability means those persons specifically defined in CFR 361.5(c) (29) as used by the Division.
- K. Persons with a significant disability means those persons specifically defined in CFR 361.5(c) (30) as used by the Division.
- L. Persons with disabilities under the Americans Disability Act (ADA) most significant disability means those persons specifically described in CFR 361.5(c) (27) as used by the Agency.

- M. Rehabilitation Act of 1973, as amended, or Rehabilitation Act means the federal law that provides the vocational rehabilitation and related services to eligible individuals with disabilities, and governs and guides the services provided by Vocational Rehabilitation.
- N. State Rehabilitation Council as set forth in 34CFR 361.17 means a group of consumers, advocates, business and community representatives appointed by the Governor to advise Vocational Rehabilitation to develop, implement, and review rehabilitation service delivery for persons with disabilities.
- O. Student with a disability means an individual with a disability in a secondary, postsecondary, or other recognized education program who is generally not younger than 16 but may be as young as 14 years of age as determined by the Wyoming Department of Education; and is not older than 21 years of age; and, is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); or, is a student who is an individual with a disability, for purposes of section 504, or is a student who is an individual with a disability who has been home schooled. statewide workforce development system From 361.5(c) (51)
- P. Vocational Rehabilitation Counselor or Agency Counselor means a professional vocational rehabilitation counselor in the employ of the Agency.
- Q. Vocational Rehabilitation means the Wyoming Department of Workforce Services programs responsible for carrying out the responsibilities specified in ORS 344.510 – 344.690 and federal Rehabilitation Act.
- R. Work means those activities, assigned duties, services and functions to be performed and completed within specified time frames with specific goal attainment under the Contract resulting from this RFP.
- S. Workforce Innovation and Opportunity Act (WIOA, P.L. 113 -128) means an Act of Congress passed July 22nd, of 2014 that supersedes the Workforce Investment Act of 1998, known as the “WIOA Act” and also amended the Rehabilitation Act of 1973, and amends the Adult Education and Family Literacy Act, and the Wagner -Peyster Act.
- T. “Youth with a disability” means an individual with a disability who is not younger than 14 years of age and not older than 24 years of age as defined in 34 CFR § 361.5(c)58.

III. Overview Background and Purpose

A. Agency Overview

The Department of Workforce Services (DWS) is Wyoming’s principal source of workforce programs and services to help Wyoming citizens achieve well-being and independence through opportunities that protect, empower, respect choice and preserve dignity, especially for those who are least able to help themselves. DWS provides direct services to thousands of Wyomingites each year. These services provide key support to those in our society who are most vulnerable or who are at a difficult place in their lives. Vocational Rehabilitation provides assistance to many Wyoming citizens experiencing a wide variety of disabilities who seek to achieve personal goals for independence and self-sufficiency and strive to maximize their capacity for independence.

B. Agency Partners

In addition to the Agency efforts, there are many other agencies and private or nonprofit organizations supporting the needs of individuals with disabilities who will rely on this CSNA effort by the Agency through this RFP.

- a. Wyoming Independent Living (WIL) is an agency that assists Wyoming citizens with disabilities in making informed choices and decisions to achieve dignity, safety, health and personal independence.
- b. Wyoming Services for Independent Living (WSIL) is an agency that strives to increase opportunities for individuals with disabilities to live as independently as possible.
- c. The State Independent Living Council promotes the inclusion of people with disabilities as independent and productive members of society. Independent living services are designed to help individuals with disabilities to achieve personal goals for independence and participation in their families and communities. Independent living services support and assure better success of individuals with disabilities engaged in Agency rehabilitation services in their efforts to seek, secure, maintain, and advance in employment and work toward self independence. -sufficiency and inc
- d. Community Organizations and Partners - There are several community based and localized organizations throughout Wyoming that provide support and services to individuals with disabilities on a regular basis, some of these organization either partner with or contract with Agency or their Agency Partners. These community based services providers heretofore may have been an untapped resource of information regarding the number of individuals who are currently receiving services or not being served at this time due to limitation of resources for rehabilitation and employment support. These individuals were not discovered in past reporting. The intent of this RFP is a CSNA 2018 report that will be inclusive of all possible information available regarding disability services.

C. Purpose

Agency, through this RFP, intends to collect as much data and information as possible regarding persons with disabilities who have no services or supports (determined to be unserved); currently served by Agency or other private charity, or community organizations, and underserved persons in Wyoming. This will result in a comprehensive list of known persons who receive services, persons who are underserved and persons who receive no services at all in the State of Wyoming. The result of this RFP process, data collection, and analysis is to become the 2018 CSNA described in the scope of work. (This will further assist the Agency in setting goals to meet the needs of persons with disabilities in the state.)

- a. The first goal of the 2018 CSNA will be to assure that the Agency is in compliance with 34 CFR 361.29, which requires Agency to complete a regular CSNA to determine the rehabilitation needs of individuals with disabilities residing within the state, particularly those who:
 - i. are blind or visually impaired,
 - ii. those with the most significant disabilities, and
 - iii. those who are minorities;
 - iv. to identify if there are any un-served or underserved groups and assess their needs;
 - v. to determine the extent to which individuals are served through other components of the statewide workforce development system; and
 - vi. to assess needs of youth with disabilities and students with disabilities. This CSNA will specifically address the needs for pre-employment transition services or other transition services and the extent to which these services are provided by VR and coordinated with transitions services provided under the Individuals with Disabilities Education Act (IDEA, P.L. 108 -446) for youth and s

- vii. This CSNA will also assess the need to establish, develop, or improve community rehabilitation programs within the State.
- b. The second goal will be a complete CSNA that yields valuable information for the Agency in the consideration of the known participant levels and the unknown possible participants, both of which will impact program outreach and operation. The CSNA will also be shared with WIL and other interested Agencies that have the same goals of determining the total need for services, therefore benefiting all persons with disabilities in the State of Wyoming.
- c. The Agency, through this RFP, expects to issue a single contract to complete the CSNA. The Contract period anticipated for completion of a CSNA will be short, with the expectation that the CSNA Contract award will be in conjunction with the Anticipated Timeline.
- d. The Proposed CSNA Contract execution and related work will begin with the anticipated Contract award date stated in the Anticipated Timeline. The time frame for full completion of the CSNA will be no later than February 28, 2019, which provides for an approximate period of ten months to complete the entire assessment and submit a report summarizing the CSNA to Agency.

IV. PROJECT SCOPE:

A. Scope of Work

The scope of the work intended in this RFP will require analytical fact finding and the understanding of services provided to individuals with disabilities in order to complete a CSNA on behalf of the Agency. Section 101(a) (10) of the Rehabilitation Plan requires that Vocational Rehabilitation programs collect key data to more effectively manage the VR program and ensure that the needs of the program's consumers, including those with the most significant disabilities, are met. From WIOA

- a. The first approach of the CSNA will be to review historical analysis of data available in primary and secondary data. This will allow for a detailed analysis of historical program data about participants, programs, personnel and payment emphasis by the Agency revealing statistically a picture of the total program operations. This will result in an understanding of current program capacities and functions with participant involvement identified and all related known factors.
 - b. The second approach of the CSNA will be to create original data gathered from persons with disabilities who are served, underserved, or unserved and the agencies that may also serve these individuals through focus groups, key informant interviews or surveys, electronic or hardcopy surveys, and other means as described and appropriate. These could include consumer satisfaction surveys of past and current clients and employers. This is a firsthand and often face to face detailed communication with persons with disabilities that currently do not receive any services or supports through Agency or Agency Partner, participants determined to be either underserved or without additional supports. The determination for this unknown factor related to a statewide needs assessment is determined through a wide variety of processes that will result in a complete assessment of underserved and unserved persons with disabilities.
- B.** The CSNA will result in three primary areas of information about individuals with disabilities residing in the State of Wyoming. These results will, at a minimum, meet the requirements of §361.29 statewide assessment; annual estimates; annual State goals and priorities; strategies; and progress reports.

- C. The CSNA will culminate in a series of reports and information that will be available to Agency programs and assist Agency partners in their review of their programs as well. This information will be made available to project agency funding as the data becomes available. A final official report will be posted as a new CSNA on the Agency's website to be made available to the general public.
- D. The CSNA will require the review of the records of the interactions with Agency, Community Partners, private sector providers and individual interactions with persons with disabilities, and populations inclusive of persons with disabilities.
- E. The CSNA will include the total geographic area of the state of Wyoming as delineated by districts as seen in the map found at this website link:

<http://www.wyomingworkforce.org/contact/all/>

Agency Vocational Rehabilitation Offices and Locations can be found at this website link:

<http://www.wyomingworkforce.org/contact/vr/>

F. Research.

The completed CSNA required by Agency will examine the total current state of services in Wyoming from current program operations data made available for use under Contract awarded, if any, as a result of this RFP. The assessment factors involved include identification of the status of individuals with disabilities, through the use of available data from the Agency database and other sources, regarding persons with disabilities being served in Wyoming. Data from other agencies that have meaningful and relevant data will be made available as deemed appropriate by Agency. Research must be inclusive of all possible data sources including Agency Partners described in Section 3B and heretofore undiscovered data sources that will become evident through Research. Data review of available primary and secondary information and data sources will include:

- 1) Program data through federal data collection or other agency data collection that specifies they provided services to persons with disabilities.
- 2) Data from the Agency database, periodic reviews of this data for other reports for the Agency, and other sources regarding persons with disabilities being served in Wyoming. Data from other government agencies, and any other statewide programs that have meaningful and relevant data will be made available as deemed appropriate by Agency.
- 3) Agency processes and elements recommended in the current 2016 State Plan and current 2015 Needs Assessment can provide some information and guidance, but the current requirements for Agency services is also described in Agency manuals, policies, and detailed in Agency web based information available. The Agency organizational structure and policies manuals may also be used.
- 4) Agency based and State Rehabilitation Council (SRC) participant data and participant initiated consumer satisfaction surveys.
- 5) Agency evaluation materials, employer satisfaction evaluation materials, relevant state policy and contract provisions, and other pertinent materials identified by Agency and SRC.
- 6) Agency staff satisfaction surveys identified by Agency and SRC.
- 7) CSNA research focus should be to identify, develop and refine methodologies to obtain a more complete and comprehensive CSNA report in 2018. The varied research techniques including canvassing and surveying are intended to reach out to as many affected persons with disabilities as possible. The Research used to complete the CSNA will assist future Agency planning, and will be more closely aligned with the known needs and associated factors discovered, and shall be detailed in preliminary and final published reporting of the CSNA.

- 8) Review of past processes that were successful and current state of the art processes that when applied to this CSNA are found meaningful to program assessments.
- 9) Available Agency information, as referenced in section F.2, regarding persons with disabilities or general public inquiries about Agency services that were provided information, and referral services and support, tracked in an Agency database.
- 10) Agency information available for persons with disabilities who have completed an application for Agency services but have not yet been determined eligible for services.
- 11) Agency information available for persons participating in vocational rehabilitation services through Agency.
- 12) Agency information available regarding closed cases determined rehabilitated, or closed case for other reasons, to determine the level of services provided and purpose.
- 13) Compilation of data into clear and concise formatting that will be used to complete the CSNA. The Agency will be involved in primary reporting to make certain that reports will be consistent and as complete as possible so that moving into the additional parts of the scope of work can be accomplished as efficiently and timely as possible.

G. Action Plan for Development

This CSNA shall be designed to meet the requirements of the Amendments to the Rehabilitation Act passed in 1998. State Vocational Rehabilitation agencies shall conduct a CSNA every three (3) years. This 2018 Needs Assessment Update shall utilize existing data collected in the 2015 comprehensive assessment. This 2018 assessment update will assist the Wyoming DVR in evaluating its priorities and establishing an action plan to guide future rehabilitation program development. The review of statistical data alone will not suffice; but rather, the data must be analyzed and **projections provided by individual(s) who understand national reforms and restructuring issues now affecting rehabilitation service provision.** The core of this assessment shall focus on “action oriented” program development, aimed at resolving identified deficiencies in rehabilitation service delivery. The goal of this CSNA to refine input provided in previous studies to develop an action plan focused on the following critical areas:

- 1) Opportunities for improving program performance;
- 2) A review of the current state of previously identified priorities; and
- 3) A review of transition services in Wyoming, as well as areas for improvement in transition services. Transition services are defined as those rehabilitation services provided to youth ages 14 to 24.

H. Final Analysis and Reporting

The data analytics, fact finding, interviews, and field work all will result in the compilation of the initial reports of the findings and crafting the official CSNA document. It will include the collection, analysis and interpretation of:

- a. Data generated through the previous phases of the CSNA.
- b. Demographics and other applicable data on:
 - i. State of Wyoming and Wyoming residents with disabilities;
 - ii. Individuals eligible for Agency’s services broken out by region or district;
 - iii. Individuals served by Agency; and
 - iv. Agency’ staff, services and operations.
- c. Provide written and oral reports of the results, analysis, and recommendations. The

written and oral reports, will be made in a form that is understandable and accessible to Agency's and SRC's internal and external audiences by using plain language. Agency and SRC will have final approval of the reports prior to release to the public. Reports will include a method of feedback to participants in any survey used in the implementation phase and will address recommendations related to:

- d. Proposed methods for input at the state and local level with participants and employers leading to future needs assessment activities;
 - e. Staff training;
 - f. Rehabilitation services policies and practices;
 - g. Collaborations in service delivery; and
 - h. Methods to develop and augment effective collaboration with workforce partners.
 - i. Any documents produced should comply with Section 508 of the Rehabilitation Act of 1973 (as amended) and meet the accessibility guidelines outlined here: <https://www.section508.gov/content/build/create-accessible-documents>
- I.** The CSNA project shall be responsive to Rehabilitation Act Requirements. The successful proposer shall prepare a needs assessment update that strongly supports the State's development of an effective State Plan for Vocational Rehabilitation services. This assessment update shall fully address all focus areas and legal requirements of the Rehabilitation Act, to include a comprehensive assessment and action plan for transition services.
- J.** The CSNA project shall be designed to complement and provide follow-up to the previous assessments conducted in 2012 and 2015.
- K.** Comprehensive Assessment - A simple assessment of the incidence of disability is not adequate. This project shall have a comprehensive design, incorporating all requirements and components of the Rehabilitation Act.
- L.** User Friendly Format

The final report shall be presented in such a way that information can easily be extrapolated for use in grant applications, legislative initiatives and prioritization of future rehabilitation projects.

V. DELIVERABLES AND TIMELINE

A. Delivery Date

In 1996, a baseline Comprehensive Wyoming Assessment of Rehabilitation Needs (WYARN) was completed. The methodology for the 1996 assessment was constructed on reliable statistical methods so as to serve as a baseline for future updated qualitative and quantitative information. The first scaled down replication of this methodology was completed in 2000. The cycle of assessment updating occurred in 2003, 2006, 2009, 2012 and 2015. **The 2018 Needs Assessment shall be completed and delivered to the Agency on or before February 28, 2019.**

B. SRC Input and Reporting

This 2018 CSNA project will be administered by the Wyoming Division of Vocational Rehabilitation and the State Rehabilitation Council (SRC). The SRC acts as a review and recommendation body for DVR and the Needs Assessment. **The successful proposal shall incorporate soliciting and documenting SRC input, and presentation of quarterly project milestone accomplishments at SRC meetings, into the project timeline.** A crucial element of the project design is that it includes a network of involvement and interaction between the SRC, DVR, and other stakeholders. The SRC meets quarterly, usually in February, May, August, and October, and the successful proposer shall incorporate the following with regard to SRC meetings:

- a. *First Meeting* – At the first meeting following final contract execution, the successful proposer shall explain the project design in terms of objectives and activities that will lead to milestone accomplishments, to the SRC. The proposer shall also explain specifically how the SRC will be involved in the project, and seize every opportunity to involve SRC members in the conduct of this project.
- b. *Final/Fourth Meeting* – At the fourth and final wrap-up meeting, the successful proposer shall present and explain the Assessment’s findings, recommended action plan, and specific objectives the SRC should accomplish prior to the beginning of the next three year assessment cycle.
- C. The successful proposer shall be solely responsible for providing visual aids, projectors, computer equipment, easels, monitors, etc. for all scheduled SRC meetings and other ancillary gatherings as needed. In addition, all printing and copying costs shall be the sole responsibility of the successful proposer. For purposes of estimating printing and copying costs, the following will be required:
- 1) **Quarterly Progress Reports** – thirty (30) copies of quarterly project progress reports will need to be provided at each quarterly SRC meeting, for SRC members and DVR staff.
 - 2) **Final Report** - one hundred fifty (150) spiral bound, 8½ x 11 copies using appropriately designed commercial cover stock for both front and back covers, of the complete and approved final report, will need to be provided to DVR.
 - 3) **Executive Summary Booklet** - one hundred fifty (150) staple bound (5½ x 8½) copies using appropriately designed commercial cover stock for both front and back covers, of an Executive Summary presenting key findings and proposed recommendations from the Final Report, will need to be provided to DVR.
 - 4) **Final Report on CD/DVD** – a copy of the Final Report and Executive Summary in Word format will need to be provided to DVR.
- D. The actual deliverables may differ from proposal to proposal based on each proposal’s project design, methodology and time line. Each proposer is therefore required to submit with their proposal a complete listing of specific deliverables and specific dates for delivery to the Agency and SRC, incorporating the following. The **following is an anticipated timeline**, to be negotiated and finalized at the time of the contract. The successful proposer/contractor shall be bound by the contracted timeline.

ANTICIPATED TIMELINE

	May	June	July	Aug	Oct	Nov	Dec	Jan	Feb
Task/Deliverable	18	18	18	18	18	18	18	19	19
Contract Commencement	X								
First Meeting/Presentation to SRC – project design/plan		X							
Contractor Submits First Invoice for Payment			X						
First Payment to Contractor				X					
Second Meeting/Presentation to SRC – progress report					X				
Contractor Submits Second Invoice for Payment					X				
Second Payment to Contractor						X			
Third Meeting/Presentation to SRC – progress report						X			
Contractor Submits Third Invoice for Payment							X		
Draft Final Report due for review								X	

Third Payment to Contractor									X	
Final Report and Executive Summary due										X
Final Meeting/Presentation of Final Report to SRC										X
Contract Closeout										X
Contractor Submits Fourth & Final Invoice for Payment <i>** final invoice will be paid within 45 days of Agency approval</i>										X

III. Project Summary Guidelines

Proposers must include a **Project Summary**, not to exceed 5 pages (Arial 10 Font), describing the Proposer’s project design and approach for meeting the goals and deliverables outlined above. The Project Summary should include the following:

- Prior Experience
 - with the target population – VR clients and/or those with VR needs
 - delivering the required service – Needs Assessment/Recommendations
 - with Wyoming DVR (if applicable)
- Performance Goals and Measurement
 - Clearly defined deliverables and milestones
 - Plan and Timeline for achieving goals and deliverables outlined above
 - Plan for corrective action if deliverables or timeline are not being met
- Participant Recruitment
 - Plan for recruiting participants/clients for Needs Assessment
- Staffing/Project Personnel
 - Appropriately credentialed and/or experienced staff
 - Reasonable number of staff and level of effort to achieve project goals
 - Reasonable staffing costs
 - Clear communication plan for project staff, DVR staff, and SRC members
- Organizational Resources and Contributions to the project
 - Facilities
 - Staff
 - Technology
 - Marketing tools

VI. PROJECT BUDGET:

I. Budget

- A. Each proposer shall include a detailed Line Item Budget with a Lump Sum Price, and a Budget Narrative, following the Budget Narrative Guidelines below.
- B. **Budget Narrative Guidelines** - The budget narrative should clearly explain and justify each line item cost in the detailed budget, and should incorporate the following:
 - PERSONNEL/STAFF - Include all personnel (or staff) to be paid on this project. For each person, include:
 - Name (or ‘to be hired’)
 - Project Role and Qualifying Experience/Credentials
 - Percent Effort (working on the project)
 - Number of Months (expected to be working on the project)
 - Description of Job Duties (on the project)

- TRAVEL – Include travel expenses for any meetings to be attended and reimbursed for under this project. For each travel expense, include:
 - Meeting Name (and estimated date if known)
 - Purpose of Meeting (and how it relates to the project)
 - Meeting Location
 - Cost Breakdown per Traveler (to include per diem, airfare, lodging, rental car, and any fees)
- SUPPLIES – Include any supplies needed to carry out the project. In the Budget Narrative, be sure to include:
 - Description and Purpose (of product/item needed)
 - Quantity (anticipated throughout project)
 - Cost Estimate or Quote
- PROJECT/PARTICIPANT OUTREACH AND INFORMATION – Include costs for reaching out to DVR clients/Needs Assessment participants (printing, mailing, courier costs, etc.), as well as costs for keeping DVR staff and SRC members informed about the project and project progress (copying, printing, binding, shipping, etc.). Only food directly related to participants (or clients) and/or gathering participant data, such as at participant focus groups, are allowable costs. Include in the Budget Narrative:
 - Description and Purpose (of outreach/information cost)
 - Quantity (of mailings, ads, brochures, shippings, etc)
 - Cost Estimate or Quote (from newspaper, mailing house, printing firm, etc)

C. By the submission of a proposal, the proposer certifies:

- Services and prices in the proposal have been determined independently, without consultation, communication or agreement for the purpose of restricting competition;
- No attempt has been made nor will be made by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- The person signing this proposal is authorized to legally represent the company or firm, and is legally responsible for the decision as to price and supporting documentation provided as a result of the RFP;
- The proposer will comply with all Federal, State, and Agency policies, guidelines, and requirements; and
- Prices in the proposal have not been knowingly disclosed by the proposer and will not be disclosed prior to award to any other proposers.

II. Payment

Each proposer will include in their proposed Timeline a preferred Payment Schedule based on project milestone achievements. Payment terms and a final payment schedule will be negotiated at the time of the contract. Contract payments are subject to availability of funds.

VII. PROPOSAL EVALUATION AND SCORING:

CSNA 2018 Purpose Statement: The purpose of the Needs Assessment according to the Rehabilitation Act is to identify and understand the needs of individuals with disabilities in the State and to use that information to make appropriate operational and programmatic adjustments to ensure the effective and

efficient delivery of services to those individuals. The successful proposal shall focus on updating information specifically related to opportunities for improving program performance, overall outcomes, and transition services.

The State of Wyoming, Division of Vocational Rehabilitation will be the sole judge with respect to the evaluation of proposals. Proposals will be scored according to the following evaluation criteria and weight. The proposal with the highest number of total points will be awarded the contract.

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Completeness of Proposal – proposal includes the following:	25 points
Project Summary, Budget, and Timeline	5 points
Wyoming Secretary of State Registration (or applicable state)	5 points
Certificate of Good Standing (in applicable state)	5 points
SAM Registration (if applicable)	** 5 points
Proposal Price Sheet – completed and signed	5 points
Prior Experience	10 points
Proposer has prior experience with the target population	5 points
Proposer has prior experience delivering the required services	5 points
Project Design/Plan	35 points
Program/project design maximizes resources	5 points
Design addresses all project elements outlined in RFP – comprehensiveness	5 points
Effectiveness of plan to gather data and information	5 points
Includes plan to review and incorporate previously identified priorities	5 points
Includes plan to effectively and continuously involve SRC members in project	5 points
Outreach efforts are to target population	5 points
Includes plan for tracking and reporting project progress	5 points
Cost Effectiveness	15 points
Project staff and salaries are appropriate/reasonable	5 points
Project costs are reasonable, and clearly and directly related to the project	5 points
Costs are allowable (based on OMB and DWS requirements)	5 points
Performance Goals and Measures	15 points
Relationship between the proposer’s project and RFP goals is clear	5 points
Proposal includes plan for achieving goals according to the timeline	5 points
Proposal includes corrective action if goals and/or timeline are not met	5 points

TOTAL POSSIBLE POINTS **100 points**

** Include these points when scoring if ‘not applicable’

COMPLIANCE REQUIREMENTS AND DOCUMENTATION:

DOCUMENTATION TO BE SUBMITTED WITH PROPOSAL VERIFYING COMPLIANCE AND GOOD STANDING

- Registration with State of Wyoming Secretary of State** (or applicable state)
Any organization conducting business in the state of Wyoming must register with the Wyoming Secretary of State (SOS), per Wyoming Statute 17-16-1630.

Include verification of registration with the Wyoming SOS with the proposal.

SOS registration can be found at:

<https://wyobiz.wy.gov/Business/FilingSearch.aspx>

- Compliance with State of Wyoming Labor Laws** (or applicable state)
Organizations must be in compliance with State of Wyoming Labor Laws, and be current on payment of Worker's Compensation and Unemployment Insurance.

Include with the proposal a current Certificate of Good Standing.

Certificate of Good Standing can be found at:
<https://doe.state.wy.us/cert/>

- Registration with System for Award Management** (if applicable)
Organizations must register with the federal contracting registry, known as the System for Award Management (SAM), previously known as the Central Contractor Registry.

Include verification that the organization has not been suspended or debarred from receiving federal funds, and evidence of registration with SAM.

SAM registration can be found at:
<https://www.sam.gov/portal/public/SAM/>

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EVALUATION METHODOLOGY & PAYMENT

OVERVIEW:

Evaluation Committees: The Agency will conduct a comprehensive, fair, objective and impartial evaluation of proposals received in response to this RFP. Proposals will be evaluated by the Evaluation Committee. The Evaluation Committee is made up of members representing the project subject expertise. The Evaluation Committee will review and score all proposals.

COMPLIANCE WITH MANDATORY REQUIREMENTS:

To be considered responsive, a submitted proposal must meet the minimum requirements defined in this RFP. The minimum requirements are intended to ensure that evaluation of the Technical Proposal can proceed and that the Contractor agrees to perform all responsibilities within the RFP.

COST ANALYSIS:

The State of Wyoming reserves the right to conduct a cost analysis of the Proposer's budget proposal. The analysis will include a review of the associated costs based on the technical content of their submission. The firm which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. The balance of the proposing contractors will be rated based on their evaluated points.

FINAL RANKING OF PROPOSAL:

The State of Wyoming will be the sole authority with respect to the evaluation of proposals. The firm that best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. The balance of the Contractors will be rated based on their evaluated points. After each criterion is evaluated, the Contractor with the highest total number of points will be awarded the contract. The State of Wyoming reserves the right to accept an entire proposal, a partial proposal, a single component proposal or no proposal at all.

PAYMENT TERMS (IF APPLICABLE):

The State will negotiate payment terms based upon a schedule to be determined by the Contractor and the State. Payments of invoices will be based upon the Contractor successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables and/or services.

PROPOSAL PRICE SHEET

The undersigned agrees to provide to provide WYARN services to the Department of Workforce Services, Division of Vocational of Rehabilitation in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0317-C.

DESCRIPTION	LUMP SUM PRICE (Written in Words and Number)
Wyoming Assessment of Rehabilitation Needs (WYARN)	_____

	\$ _____

1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2. GENERAL INFORMATION:

Proposer Name _____ Phone () _____

Email Address _____ FAX () _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

_____ Sole Proprietorship	_____ General Partnership
_____ Corporation	_____ Limited Partnership
_____ Limited Liability	_____ Other _____

The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Wyoming Secretary of State's office are up-to-date before signing the Contract. Please contact the Wyoming Secretary of State's Office, Corporation Division at (307) 777-7311 for assistance.

If Proposer is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

_____ All awards contingent upon verification of Resident Number (if applicable)
(Resident #)

Please contact the Department of Workforce Services, Division of Labor Standards at (307) 777-7261 for assistance in obtaining a resident certification number.

VENDOR VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Signature)

(Name and Title) (Typed or Printed)

(Date)