# STATE OF WYOMING DEPARTMENT OF ADMINISTRATION AND INFORMATION PROCUREMENT SECTION 700 WEST 21st STREET CHEYENNE, WY 82002-0060

REQUEST FOR PROPOSAL NO. 0076-V

# WYOMING DEPARTMENT OF HEALTH BEHAVIORAL HEALTH DIVISION

OPENING DATE AND TIME SEPTEMBER 26, 2011

PURCHASING REPRESENTATIVE: Lori Galles TELEPHONE NO.: (307) 777-6797

DEPARTMENT OF HEALTH REPRESENTATIVE: Keith Hotle TELEPHONE NO.: (307) 777-3318

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#### REQUEST FOR PROPOSAL

# 1. <u>SUBMISSION OF PROPOSALS:</u>

<u>Sealed Proposals</u>, One (1) original and three(3) copies for a Substance Abuse Cost Study and Environmental Strategy Effectiveness Analysis for the Department of Health, Behavioral Health Division will be received by the Wyoming Department of Administration and Information, Procurement Section, 700 West 21<sup>st</sup> Street, Cheyenne, Wyoming 82002 until <u>2:00 p.m. September 26, 2011</u>, at which time they will be publicly opened.

# NOTE: Packages not containing the required number of copies will be rejected.

- 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. Proposals will not be accepted by fax or Email.
- 1.2. Proposals must be received in the office of the Procurement Section on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3. Proposal information is restricted and not publicly available until after the award of the Contract by the Procurement Section.

#### 1. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1. A proposal that is in the possession of the Procurement Section may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. FAX, telephone, or verbal alterations will not be accepted.
- 2.2. A proposal that is in the possession of the Procurement Section may be withdrawn by the proposer up to the time of the opening.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 shall eliminate the proposer from the active proposers list for a period of time as determined by the Procurement Section.

### 2. 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.
- 3.4. Failure to respond (submission of proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the State to indicate a lack of interest and will result in the removal of the Firm's name from the applicable mailing list.

#### 3. <u>AWARD AND CONTRACT INFORMATION:</u>

- 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 Wyoming Department of Health, Behavioral Health Division 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 with reasonable adjustments acceptable to the State. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will

control over any language contained within this RFP that conflicts with the signed and fully executed Contract.

- 4.7. Successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 *et. seq.*).
- 4.8 The funding for this project may include funds that are being released as a result of the American Recovery and Reinvestment Act of 2009, which was signed into law by President Obama on February 17th, 2009. The American Recovery and Reinvestment Act of 2009 is an effort to jumpstart our economy and create or save millions of jobs so our country can thrive in the 21st century. Provided the funding source is ARRA, any contract awarded under this Request for Proposal/Bid will include a requirement that the contractor and any sub-contractor must register and post any job openings that result from their work under this contract with their local Department of Workforce Services Workforce Center.

Provided the funding source includes ARRA Funds, the Contractor shall register, and post all job openings, which result from its work under this Contract, with its local Department of Workforce Services Workforce Center. The Contractor shall also require all Sub-Contractors working under this Contract to register, and post all job openings, which result from work under this Contract, with their local Department of Workforce Services Workforce Center. Please call 877-WORK-WYO for your local Workforce Center number.

You can also visit <a href="http://wyomingworkforce.org/contact/offices.aspx">http://wyomingworkforce.org/contact/offices.aspx</a> or log on to <a href="https://www.wyomingatwork.com/">https://www.wyomingatwork.com/</a> to post and register jobs directly.

DATED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2011.

STATE OF WYOMING

Lori Galles

Procurement Section

#### **GENERAL PROVISIONS**

# 1. <u>INDEPENDENT CONTRACTOR</u>

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. 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 and/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/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the contractor or the contractor's agents and/or employees as a result of this Contract.

# 2. <u>INSURANCE:</u>

2.1 All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, shall name the Agency and the State as an additional insured, and 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. <u>TAXES:</u>

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. <u>ASSIGNMENT/CONTRACTOR:</u>

- 5.1. The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which must 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 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. <u>TERMINATION OF CONTRACT:</u>

- 6.1. Termination of the Contract may be made by any party at any time with or without cause, upon no less than thirty (30) days written notice by telegram, or personal delivery of notice to the other parties. 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 implemented. 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. <u>ACCOUNT REPRESENTATIVE</u>:

7.1. The successful proposer(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. <u>RESPONSIVENESS:</u>

8.7. 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. <u>EXTENSION AND AMENDMENT:</u>

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) 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.

#### 11. AUDIT:

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

# 12. <u>CONFLICT OF INTEREST:</u>

12.1. 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. Consultant warrants that no one being paid pursuant to the Contract is engaged in any activities which would constitute a conflict of interest with respect to the purposes of the Contract.

#### 13. NO FINDERS 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

#### 14. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

14.1. It is agreed that all finished or unfinished 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.

#### 15. <u>CONFIDENTIALITY OF INFORMATION:</u>

15.1. 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.

#### 16. SOVEREIGN IMMUNITY:

16.1. The State of Wyoming and the Agency do not waive Sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

# 17. <u>INDEMNIFICATION:</u>

17.1 The Contractor shall indemnify, defend, and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability 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, lawsuits, losses, or liability arising out of Contractor's malpractice.

#### SPECIAL PROVISIONS

PROPOSALS MUST BE DELIVERED TO THE PROCUREMENT OFFICE IN A SEALED ENVELOPE OR PACKAGE BY 2:00 P.M. ON SEPTEMBER 26, 2011.

PROPOSALS ARE TO BE DELIVERED TO THE PROCUREMENT OFFICE, 122 WEST 25<sup>TH</sup> STREET, HERSCHLER BUILDING 2<sup>ND</sup> FLOOR EAST, CHEYENNE, WYOMING 82002, BY 2:00 P.M. SEPTEMBER 26, 2011. NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE DATE AND TIME.

NOTE: Packages not containing the required number of copies will be rejected. There will be no exceptions.

#### 1. PURPOSE

The Wyoming Department of Health, Behavioral Health Division (Division) is accepting proposals for a Substance Abuse Cost Study and Environmental Strategy Effectiveness Analysis that will (1) undertake a research-based analytical evaluation of the cost of substance abuse in Wyoming; and (2) review the existing literature on environmental (i.e., community-level) strategies to reduce substance abuse and conduct such further analysis and research as may be necessary and appropriate to determine the effectiveness of such strategies as employed within Wyoming's prevention system.

#### 2. <u>CONTRACTOR REQUIREMENTS</u>

- A. Develop and/or utilize a scientifically valid research model to determine the cost of substance abuse in Wyoming
- B. Conduct an analysis of the various costs (i.e., direct, participant, and indirect) to Wyoming's governmental systems, social institutions, businesses, families and residents that are related to the use and/or abuse of alcohol, tobacco, prescription drugs, illegal drugs, and other potentially harmful substances.
- C. Conduct a literature review and undertake such other research study and analysis as may be required to evaluate the effectiveness of environmental (i.e., community-level) prevention strategies designed to reduce the harm associated with substance use and/or abuse, as such strategies are employed within Wyoming's prevention system.
- D. Prepare a final written report(s) detailing the findings of the above-referenced studies and analyses in a form acceptable to the Division.
- E. Prepare such fact sheets and ancillary reports as reasonably may be requested by the Division.

#### 3. ORGANIZATIONAL CAPACITY

- A. *Knowledge and Ability*: Please describe the organization's knowledge of prevention science and research, evaluative methodologies and meta-analyses, as well as the organization's knowledge of Wyoming culture in general and prevention system specifically.
- B. *Experience*: Please describe the agency's experience with projects of or similar to the scope of this project, including any experience in conduct cost analyses similar to those described herein. Provide a minimum of three (3) references from organizations you have served in a similar capacity.
- C. Capacity: Please describe the organizational capacity to act as the single fiscal agent for community-based prevention services including personnel, fiscal accountability, ability to manage contracts, and the ability to facilitate this project within the scope of the agency, facilities, and equipment.
- D. *Billing Processes:* Describe tracking and billing processes that ensure billing is kept separately for this project and is done so accordance with Generally Accepted Accounting Principles (GAAP).
- E. *Conflicts of Interest:* Describe any conflicts of interest—actual or through inference—related to this program or any other Behavioral Health Division program.
- F. Lobbying Disallowed: Describe how the applicant agency will ensure that staff hired in relationship to this project will not: a) personally or organizationally attempt to influence government officials or elected representatives in regard to appropriation(s), legislation or legislative policy; b) attempt to induce anyone else to influence government officials or elected representatives in regard to appropriation(s), legislation or legislative policy; c) permit the use of any grant-funds in an attempt to influence a government official or elected representative in regard to appropriation(s), legislation or legislative policy at the local, state, or federal level to include personnel service (i.e. lobbyist), telegram, telephone, letter, email or web correspondence, printed or written matter (e.g., kit, pamphlet, booklet, or publication), or any other device (e.g., radio, television or video presentation), or other mechanisms.

#### 4. PROPOSED PROJECT PLANS

A. Prevention System Cost Study. Please describe the organization's proposed method for developing or utilizing a scientifically valid research model to

determine the cost of substance abuse in Wyoming; for conducting an analysis of the various costs (i.e., direct, participant, and indirect) to Wyoming's governmental systems, social institutions, business, families and residents that are related to the use and/or abuse of alcohol, prescription drugs, illegal drugs, and other potentially harmful substances; for preparing a final report detailing the findings of this study; and for working with the Division to prepare fact sheets and other materials to be utilized in publishing the results of this study to diverse stakeholders.

B. Evaluation of Environmental Change Strategies for Substance Abuse Prevention: Please describe the organization's proposed method for conducting a literature review and undertaking such other research studies and analysis as may be required to evaluate the effectiveness of environmental (i.e., community-level) prevention strategies designed to reduce the harm associated with substance use and/or abuse, as such strategies are employed within Wyoming's prevention system. Please describe the organization's proposed approach for preparing a final report detailing the findings of this study; and for working with the Division to prepare fact sheets and other materials to be utilized in publishing the results of this study to diverse stakeholders.

#### 5. <u>BUDGET</u>

A. Please provide your proposed budget for this project, not to exceed to possible award amount of \$115,000.00.

#### 6. EVALUATION CRITERIA

A. Applicants may be requested to provide an oral presentation at a time and location to be determined by the State. This presentation may be conducted either in person or via teleconference at the discretion of the State. The applicant is responsible for the payment of all costs involved in oral presentations and interviews and shall not be reimbursed by the State for these acts.

Proposals will be evaluated on the following criteria and relative weights:

FACTOR	<u>POINTS</u> POSSIBLE
Organizational Capacity	0-75
Knowledge, Ability and Experience (45)	
Capacity and Billing Processes (30)	
Proposed Project Plans	0-100
Prevention System Cost Study (80)	0 100
Evaluation of Environmental Strategies (20)	
Proposed Budget	0-25
TOTAL POINTS POSSIBLE	200
	200

The State of Wyoming will be the sole judge with respect to the evaluation of proposals. Selection of the Contractor will not be based solely on price. The Contractor that best meets the needs of the Agency in administering the program after each criterion is evaluated will be awarded the Contract.

Questions regarding this RFP must be emailed in Word Format by 1:00 p.m. Mountain Time on September 16, 2011 to:

Department of Administration and Information Procurement Section Lori Galles

Email: lori.galles@wyo.gov

Please include the RFP number on all correspondence. All questions will be answered and mailed to all prospective proposers in the form of a written addendum.

# PROCUREMENT PROCESS TIMELINE

September 9, 2011 Publish Request for Proposal

	- 1
September 16, 2011	Deadline for Written Questions
September 20, 2011	Answers to Questions Issued
September 26, 2011	Closing Date for Proposals
September 30, 2011	Evaluation of Proposals
October 7, 2011	Contract Award (target date as actual date may be later)

# PROPOSAL PRICE SHEET

The undersigned agrees to provide to the Wyoming Department of Health, Behavioral Health Division in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for proposal no.0076-V.

D	ESCRII	PTION	LUMP SUM PRICE (Written in Words and Number)
		Abuse Cost Study and ntal Strategy Effectiveness Analysis	
Plea	se attacl	h Detailed Budget	
			\$
1.	BY S	SUBMISSION OF A PROPOSAL, TH	IE PROPOSER CERTIFIES:
	1.1	Prices in this proposal have been ar consultation, communication or agr competition.	rived at independently, without reement for the purpose of restricting
	1.2	No attempt has been made nor will person or firm to submit a proposal competition.	be by the proposer to induce any other for the purpose of restricting
	1.3	The person signing this proposal ce represent the company and is legally price and supporting documentation advertisement.	y responsible for the decision as to the
	1.4	Proposer will comply with all Feder requirements.	ral regulations, policies, guidelines and
	1.5	Prices in this proposal have not been and will not be prior to award to any	n knowingly disclosed by the proposer y other proposer.
2.	GEN	ERAL INFORMATION:	
	Propo	oser Name	Phone ( )
		n.	W ( )
		FA	X ( )

	Mailing Address			
	City			
	Employer Identification Nu	ımber		
3.	OWNERSHIP AND CONT	ΓROL:		
	Proposer's Legal Structure:			
	Sole Proprietorship		-	General Partnership
	Corporation		-	Limited Partnership
	Limited Liability		-	Other
If Pro	oposer is a sole proprietorship	, list:		
Own	er Name		Phone (	)
Mail	ing Address			
City_		State		
Zip_				
Empl	loyer Identification Number_			
	nning date as owner of sole ietorship			
Provi	de the names of all individual	s authorized to sig	gn for th	e Proposer:
NAM	IE (printed or typed)	TITLE		
***************************************				
-				

# **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)