

**STATE OF WYOMING
DEPARTMENT OF ADMINISTRATION AND INFORMATION
PROCUREMENT SECTION
122 West 25th Street
Herschler Building, 2nd Floor East
CHEYENNE, WY 82002-0060**

**REQUEST FOR PROPOSAL
NO. 0410-R**

**DEPARTMENT OF EDUCATION
FOR PROVISION OF GENERAL SUPERVISION, DISPUTE
RESOLUTION SERVICES IN THE STATE OF WYOMING**

**OPENING DATE AND TIME
MAY 28, 2008 ---- 2:00 p.m.**

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

**DEPARTMENT OF EDUCATION
REPRESENTATIVE: Stephanie Weaver
TELEPHONE NO. (307) 777-2560**

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DEPARTMENT OF EDUCATION

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REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

Sealed Proposals, (one (1) original and two (2) copies) will be received for providing Special Education Monitoring Services FOR THE STATE OF WYOMING, DEPARTMENT OF EDUCATION (Agency) by the Wyoming Department of Administration and Information, Procurement Section, 122 West 25th Street, Herschler Building, 2nd Floor East, Cheyenne, Wyoming 82002 until **May 28, 2008, 2:00 p.m.**, 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.
- 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.

2. 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- 2.2 A proposal that is in the possession of the Procurement Section may be withdrawn by the proposer up to the time of the opening.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.

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.
- 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.

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 thereunder 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 Education 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.).

DATED THIS 28th DAY OF April, 2008.

STATE OF WYOMING

Mac Landen, Manager
Procurement Section

Assigned Buyer: Lori Galles

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. 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. INSURANCE:

2.1 The contractor shall indemnify and save harmless the State, its officers, and employees from all suits, actions, or claims of any character brought because of injuries or damage received or sustained by any person, persons, or property; on account of the operations of the said contractor or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of said contractor or from any claims or amounts arising or recovered under the Workers' Compensation Act, or any other law, ordinance, order or decree.

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 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. TERMINATION OF CONTRACT:

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. ACCOUNT REPRESENTATIVE:

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. 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) 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. CONFLICT OF INTEREST:
 - 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. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:
 - 13.1 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.
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 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.
16. INDEMNIFICATION:
 - 16.1 The contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of contractor's performance under the Contract.

SPECIAL PROVISIONS

PROPOSALS MUST BE DELIVERED TO THE PROCUREMENT OFFICE IN A SEALED ENVELOPE OR PACKAGE BY 2:00 P.M. ON MAY 28, 2008.

PROPOSALS ARE TO BE DELIVERED TO THE PROCUREMENT OFFICE, 122 WEST 25TH STREET, HERSCHLER BUILDING 2ND FLOOR EAST, CHEYENNE, WYOMING 82002, BY 2:00 P.M. May 28, 2008. 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.

A. Description

The Wyoming Department of Education (specifically the Special Programs Unit) is the state agency charged with oversight responsibility and general supervision for all educational programs for students with disabilities within the state consistent with the Individuals with Disabilities Education Act (IDEA). In order to meet its general supervision responsibilities, the state agency provides for dispute resolution including early dispute resolution, mediation, formal complaint investigation and due process hearing requests. To ensure compliance with the federal and state regulations pertaining to special education, the contractor will assist the WDE in its general supervision responsibilities in regards to dispute resolution.

B. Purpose of the RFP

The purpose of the RFP is to secure a person to assist the WDE in reviewing and implementing all necessary components of the dispute resolution process.

C. Activities of the contract

The consultant is responsible for participating in and/or completing the following activities:

- Review and evaluate dispute resolution documents to ensure compliance with federal and state regulations.
- Provide training for WDE staff, district and public agency representatives, parents, parent advocates, dispute resolution officers, and others as necessary.
- Provide technical assistance on a state-wide level on legal topics such as discipline, transition and placement.
- Assist in developing policies in compliance with the federal verification desk audit.
- Assist in development of operational manuals, handbooks, fact sheets and/or model templates.

- Develop an early dispute resolution process.

D. Reserved Rights and Exclusions

The WDE reserves the right to:

- Reject any and all proposals received in response to this RFP
- Select any proposal other than the one with the lowest fixed fee
- Waive or modify any information, irregularities or inconsistencies in proposals received
- Negotiate as to any aspect of the proposal with the proposer and negotiate with more than one proposer at a time

Exclusions to application: Successful applicants must not be current employees of any school district, parent advocacy group, or educational institution within the State of Wyoming. The WDE strives to maintain the integrity of its Continuous Improvement-Focused Monitoring system by eliminating any possible conflicts of interest among its monitoring team members.

E. Evaluation Criteria

Point values have been assigned to each area of the proposal. Upon receipt, each proposal will be evaluated. The resulting score will assist the Wyoming Department of Education in rating the proposals and determining the recipients of the contracts.

Cover sheet – 5 points

Complete the attached cover sheet. The cover sheet must include:

1. The name of the applicant
2. The applicant's full address
3. The applicants telephone number, fax number and e-mail address
4. The name and title of the designated contact person

Abstract – 55 points

The abstract must address the qualifications of the applicant in terms of their ability to complete the listed activities in the RFP. The applicant must demonstrate an understanding of the state's general supervision responsibilities specifically in the area of special education law and an in-depth knowledge regarding the Individuals with Disabilities Education Act (including the Part B Final Regulations) and Wyoming's Chapter 7 Rules Governing Students with Disabilities.

In addition to the information outlined above, the applicant may include any other relevant information that may be useful to the WDE in its efforts to review and rate the proposal.

Budget – 15 points

Complete the attached budget sheet line items. Line items are defined as:

- Personnel – the amount needed to pay for salary, fringe benefits, unemployment insurance, etc for the individual(s) who will be performing the activities of the contract
- Travel – the amount needed to pay for the proposed travel cost of the personnel who will be performing the activities of the contract
- Operating expenses – the amount needed to pay for office space; telephone, postage, printing, etc.

Knowledge Narrative – 25 points

Please provide a brief explanation to the questions.

Explain the understanding of the SEA's general supervision under Part B responsibilities and how Wyoming meets these responsibilities.

Discuss your understanding of the relationship between student outcomes and compliance. Please illustrate your answer with concrete examples.

The State of Wyoming will be the sole judge with respect to the evaluation of proposals. 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 proposers will be rated based on their evaluated points. After each criterion is evaluated, the proposer with the highest total number of points will be awarded the contract.

F. Response Requirements and Dates of Submission

To be considered for participation, one original and two copies of the RFP Form (attached) must be completed and submitted. Complete all sections of the proposal form as provided. When completed the proposal should be no longer than six typed, double-spaced pages, including the cover sheet and budget. Do not include attachments to the proposal as they will not be reviewed.

G. Period of the Award

It is anticipated the awards will be announced by June 1, 2008. Contracts are scheduled to begin July 1, 2008.

Questions regarding this RFP must be emailed in Word Format by 1:00 p.m. Mountain Time on May 16, 2008 to:

Department of Administration and Information
 Procurement Section
 Lori Galles, Senior Buyer
 Herschler Building, 2nd Floor East
 122 West 25th Street
 Cheyenne, WY 82002
 Email: lgalle@state.wy.us

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.

**Special Education Dispute Resolution Services RFP
Wyoming Department of Education**

Cover sheet – Applicant Information

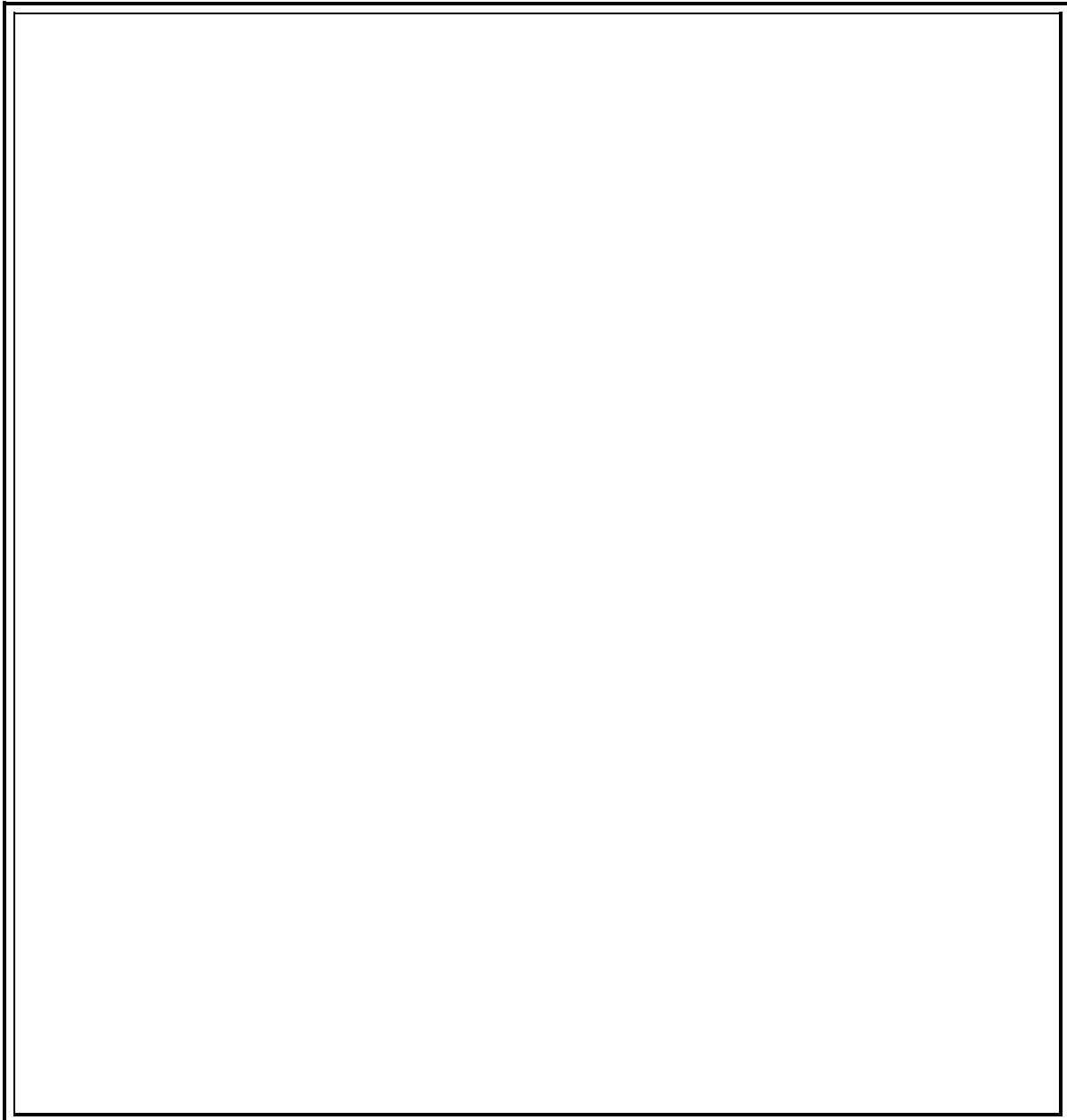
Due Date: Postmarked by May 28, 2008, or delivered to the Wyoming Department of Administration and Information, Procurement Section no later 2:00 pm MST.

Applicant Name	Employer Identification Number
Applicant Address	Telephone Number
City	Zip
E-mail Address	Fax Number
Name of Designated Contact	Title of Designated Contact

ABSTRACT

The abstract must address the qualifications of the applicant in terms of their ability to complete the listed activities in the RFP. The applicant must demonstrate an understanding of the state's general supervision responsibilities specifically in the area of special education law and an in-depth knowledge regarding the Individuals with Disabilities Education Act (including the Part B Final Regulations) and Wyoming's Chapter 7 Rules Governing Students with Disabilities.

In addition to the information outlined above, the applicant may include any other relevant information that may be useful to the WDE in its efforts to review and rate the proposal.




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BUDGET

Applicant Name

Budget Line Items	Amount
1. Personnel – The amount needed to pay for salary	
2. Fringe Benefits The amount needed to pay for fringe benefits, professional liability insurance, etc. for the individual(s) who will be performing the activities of the contract	
3. Travel The amount needed to pay for the proposed travel cost of the personnel who will be performing the activities of the contract	
4. Operating Expenses The amount needed to pay for office space; telephone, postage, printing, etc.	
Total Budget- (lines 1-4)	\$

KNOWLEDGE NARRATIVE

A large, empty rectangular box with a thin black border, intended for the user to write a knowledge narrative. The box is centered on the page and occupies most of the middle section.

PROPOSAL PRICE SHEET

The undersigned agrees to provide Special Education Monitoring Services to the Wyoming Department of Education in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for proposal no. 0410-R.

DESCRIPTION	LUMP SUM PRICE (Written in Words and Number)
Special Education Monitoring Services	_____ _____ _____ \$ _____

- 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 () _____
FAX () _____
Mailing Address _____
City _____ State _____ Zip _____
SSN/Employer Identification Number _____

