

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

**REQUEST FOR PROPOSAL  
NO. 0419-S**

**WORKFORCE DEVELOPMENT COUNCIL AND  
DEPARTMENT OF WORKFORCE SERVICES  
ALTERNATIVE AND RENEWABLE ENERGY TRAINING**

**OPENING DATE AND TIME  
August 3, 2009 ---- 2:00 p.m.**

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

**DEPARTMENT OF WORKFORCE SERVICES  
REPRESENTATIVE: Jerimiah L. Rieman  
TELEPHONE NO. (307) 777-5629**

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DEPARTMENT OF WORKFORCE SERVICES

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## REQUEST FOR PROPOSAL

### 1. SUBMISSION OF PROPOSALS:

**Sealed Proposals**, (one (1) original and one (1) copy) will be received for Innovative Workforce Solutions for the STATE OF WYOMING, DEPARTMENT OF WORKFORCE SERVICES (Agency) by the Wyoming Department of Administration and Information, Procurement Section, 122 West 25<sup>th</sup> Street, Herschler Building, 2<sup>nd</sup> Floor East, Cheyenne, Wyoming 82002 until **August 3, 2009, 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. 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.

### 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- 2.2 A proposal that is in the possession of the Procurement Section may be withdrawn by the proposer up to the time of the opening.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 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 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 <http://wyomingworkforce.org/contact/offices.aspx> or log on to <https://www.wyomingatwork.com/> to post and register jobs directly.

DATED THIS 2nd DAY OF JUNE, 2009.

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 AUGUST 3, 2009.**

**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. AUGUST 3, 2009. 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. INTRODUCTION

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These funds 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 17, 2009. The American Recovery and Reinvestment Act of 2009 is an effort to jump-start our economy and create or save millions of jobs so our country can thrive in the 21st century.

The Wyoming Workforce Development Council (WWDC) recognizes that industries dependent on production or distribution of alternative and renewable energy are growing in number and capacity, and will continue to grow because of market demand, governmental incentives or both.

To better meet the needs of renewable energy industries, the WWDC is seeking to enlist partners to provide training for key jobs that exist or will soon be created within these industries.

### 2. PURPOSE

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This request for proposal (RFP) seeks projects or programs that enhance workforce skills for current and future workers in alternative and renewable energy industries. The WWDC, in partnership with the Department of Workforce Services (DWS), is seeking to fund projects or programs that address training for renewable energy occupations including residential and commercial applications. For the purposes of this RFP, alternative and renewable energy is defined as non-fossil fuel energy sources that do not deplete natural resources. Examples of alternative and renewable energy are wind, solar, biomass, biofuels and hydropower. Because the WWDC and DWS will continue to address workforce needs statewide and industrywide, this RFP encourages enhancement of job skills transferable to other energy sectors and to non-energy sectors, if possible. This RFP also encourages training for non-traditional workers such as women, at-risk youth, 50+ individuals, incarcerated or formerly incarcerated individuals, and individuals with disabilities.

### 3. ELIGIBLE PROPOSERS

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Proposals for funds will be accepted from employers, coalitions or partnerships of employers, postsecondary institutions including 4-year colleges, community colleges and vocational and technical schools, trade associations, non-profit organizations and governmental entities.

Applicants are required to submit a letter of partnership from each partner involved, outlining the role that the partner will serve as a part of this endeavor. The application must clearly identify the partner that will serve as the grant recipient and fiscal agent.

#### 4. FUNDING

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There is a total of \$290,434 available under this RFP. Applicants may request any amount up to \$290,434. One or more projects may be awarded. Award amounts will be based on the quality of proposals as determined by the review process outlined in this RFP and the number of proposals submitted.

The Council reserves the right to request follow-up information and to clarify questions regarding outcomes and funding levels.

Applicants are expected to leverage resources for activities not allowed by this grant as well as for activities that are allowed. While leveraging resources from strategic partners is not a requirement for this grant, doing so will put the proposal at an disadvantage. Leveraged resources are contributions that are devoted to pursuing strategies described in the applicant's proposal.

Funding is intended to be used for the following activities:

- Training initiatives;
- Implementation activities; and
- 5% administrative costs.

Funding is not intended to be used for the following activities:

- Salary and benefits;
- Hardware and equipment;
- Partnership functions;
- Studies, surveys, consults and evaluations;
- Integration of planning;
- Out of state travel;
- Activities not related to those outlined in the application; and
- Other activities not allowable under federal and state guidelines.

Applicants must provide a strong justification if grant funds are budgeted to support staff salaries. Justification in the budget narrative must describe what part of the grant funds used for staff salaries will play in achieving the purpose of this initiative. Keep in mind that this is a one-time special project.

Use of funds for equipment, partnerships functions, studies, surveys, consults, evaluations, and planning related purposes are discouraged because of the intent of these funds. However, if it is necessary to include any of these expenses, there should be a compelling case for using the funds in this manner and the expense must be justified in the budget narrative.

Applicants must be able to provide services on a cost reimbursable basis.

This initiative is funded in whole by the American Recovery and Reinvestment Act of 2009. All participants must agree to comply with requirements of the Act as necessary. Any contract awarded under this Request for Proposals will include a requirement that the contractor and any sub-contractors must register and post

any job openings that result from their work under this contract with their local Department of Workforce Services Workforce Center.

Funds must be used in accordance with Workforce Investment Act allowable activities and will be monitored by the Department of Workforce Services.

The WWDC reserves the right and discretion to accept or reject any or all applications and reserves the right and discretion to provide funding for any proposal and to reject any proposal. Not all funds have to be allocated and any proposal may be partially funded.

#### 5. CONTRACT REPORTING REQUIREMENTS

The proposal must be approved and the contract fully signed before an activity can be funded under this grant. Funds from this grant cannot be used to reimburse activities taken prior to signing the contract.

Full reporting requirements will be listed in the contract with grantees.

#### 6. PERIOD OF PERFORMANCE

The period of performance will be from the time of signed contract to June 30, 2011. This is a one-time grant.

#### 7. PERFORMANCE OUTCOME MEASUREMENTS

The WWDC has an expectation that results come from this project. The WWDC is looking for applications that propose an initiative that can be monitored and has the means to measure results. It is important that any program funded by this grant be able to report on how many workers it will affect and have a sound means of pre- and post-measurement.

#### 8. PROPOSAL

The proposal will consist of three parts.

Technical Proposal:

The first part is the technical proposal. The technical proposal shall be narrative with one inch margins, double spaced, in a standard font (size 12), with a maximum of 10 pages.

The technical proposal shall:

- a) Demonstrate an understanding of existing workforce needs of the proposed project's targeted alternative and renewable energy industry in Wyoming and job projections.
- b) Demonstrate an understanding of the current or projected economic impact in Wyoming by the targeted industry or industries.
- c) Demonstrate if any skills attained by trainees would be transferable to other industries.
- d) Outline the capacity to deliver the proposed training.
- e) Outline the curriculum and method(s) for delivery of the training.
- f) Detail the ability to measure the success of the training program and its replicability
- g) Specify the number and characteristics of individuals who would receive training

Budget Proposal:

The second part is a detailed line item budget indicating how the applicant plans to allocate the funds requested as well as identifying additional leveraged funds.

Letters of Support:

The final part is letters of support from all partners involved in this endeavor.

Any proposal that does not meet the required format or mandatory requirements will be regarded as non-responsive and will not be considered.

## 9. RATING CRITERIA

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All applications will be ranked based on scores assigned by the WWDC. Applications will be reviewed by the WWDC. Prior to selection of an applicant, proposers may be asked to submit additional information to clarify their proposal. Further, the WWDC reserves the right to hold personal or phone interviews with applicants to assist with the application process. The WWDC reserves the right to ask for clarification or hold discussions with proposers, but is not obligated to do so.

The scoring breakdown for this RFP is:

Section	Points
<b>Technical Proposal</b>	
Understanding of current and future workforce needs in targeted industry	15
Number/types of individuals who will receive training	15
Ability to measure success of training program	15
Capacity to deliver proposed training	15
Curriculum and methodology for delivering training	10
Understanding of economic impact by targeted industry	10
Demonstrate if any skills are transferable to other industries	5
<b>Technical Proposal Total</b>	<b>85</b>
<b>Budget Proposal</b>	<b>10</b>
<b>Letters of Support</b>	<b>5</b>
<b>Total</b>	<b>100</b>

The State of Wyoming will be the sole judge with respect to the evaluation of proposals. The partnership 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.

If an applicant wishes to protest, a submission of a written protest shall be sent to the Policy Analyst who may:

- (a) Attempt informal resolution within 15 calendar days of receipt of the written protest; or
- (b) Establish a date for a hearing to be held by an impartial hearing office. Said hearing shall be within 30 days of receipt of written protest. The impartial hearing officer shall provide a recommendation to the Director, Wyoming Department of Workforce Services, within 20 days of the hearing. The Director shall issue a decision within 10 days of receipt of the hearing officer's recommendation.

If the applicant is not satisfied with the Director's decision, the applicant may appeal said decision to the Governor, State of Wyoming, within 10 days of receipt thereof. The Governor will issue a final decision pertinent to the protest within 30 days of receipt.

Questions regarding this RFP must be emailed in Word Format by 1:00 p.m. Mountain Time on July 1, 2009 to:

Department of Administration and Information  
Procurement Section  
Lori Galles, Senior Buyer  
Herschler Building, 2<sup>nd</sup> Floor East  
122 West 25<sup>th</sup> 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.

PROPOSAL PRICE SHEET

The undersigned agrees to provide Renewable Energy Training to the Wyoming Department of Workforce Services in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for proposal no. 0419-S.

DESCRIPTION	LUMP SUM PRICE (Written in Words and Number)
(Attach Detailed Line Item Budget per section 8 Part 2)	<hr/> <hr/> <hr/> <hr/>
	\$ <hr/>

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 \_\_\_\_\_

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Other _____

If Proposer is a sole proprietorship, list:

Owner Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SSN/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
_____	_____
_____	_____
_____	_____
_____	_____

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)