

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

REQUEST FOR PROPOSAL NO. 0373-Z

STUDY AND REPORT ADDRESSING MANAGEMENT OF PUBLIC LANDS IN
WYOMING BY THE STATE OF WYOMING

STATE OF WYOMING
OFFICE OF STATE LANDS AND INVESTMENTS
122 West 25th Street, Herschler Bldg., 3W
Cheyenne, Wyoming 82002-0600

OPENING DATE AND TIME
June 4, 2015

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

OFFICE OF STATE LANDS AND INVESTMENTS REPRESENTATIVE:
Susan Child
TELEPHONE - (307) 777-3428
TABLE OF CONTENTS
OFFICE OF STATE LANDS AND INVESTMENTS
RFP NO. 0373-Z

	PAGES
I. Request for Proposal	3-5
II. General Provisions	6-10
III. Special Provisions	11-17
IV. Verification.....	18

REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

Sealed Proposals, for the providing a STUDY AND REPORT ADDRESSING MANAGEMENT OF PUBLIC LANDS IN WYOMING BY THE STATE OF WYOMING for the State of Wyoming, Office of State Lands and Investments (OSLI) will be received by the Wyoming Department of Administration and Information, Procurement Section, 700 West 21st Street, Cheyenne, Wyoming 82002 until June 4, 2015 – 2:00 p.m. at which time they will be publicly opened.

1. No proposal will be considered which is not accompanied by the attached Budget Proposal and signed by the proper official of the firm.
2. Proposals must be received by the time and date specified. Proposals received after the time and date specified will not be considered.
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:

1. A proposal may be altered prior to the specified date and time of the opening contained in the proposal documents.
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 A proposal that is in the possession of the Procurement Section may be withdrawn by the proposer up to the time of the opening.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:

1. No proposal will be considered which modifies, in any manner, any of the provisions, specifications, or minimum requirements of the Request for Proposal.

2. In case of error in the extension of prices in the proposal, unit prices will govern.
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:
 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.
 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.
 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. 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 OSLI, the most responsive and responsible offer based on criteria specified herein.
 5. This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
 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.

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 FOURTH DAY OF MAY, 2015

STATE OF WYOMING

Procurement Section

Assigned Buyer: Lori Galles

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR

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 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:

1. The contractor shall keep fully informed of 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:

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:

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.
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.
3. Claims for money due, or to become due to 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.

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:

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 to the other parties. The Contract shall remain in full force and effect until terminated as provided herein.
2. The State may, upon ten (10) 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.
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:

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:

- a. 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:

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:
1. In performing the Contract, both parties agree to comply with all applicable state, federal and local laws, rules, and regulations.
11. AUDIT:
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:
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 which would constitute a conflict of interest with respect to the purposes of the Contract.
13. NO FINDERS FEE:
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:

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. CONFIDENTIALITY OF INFORMATION:

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:

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. INDEMNIFICATION:

- 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 RECEIVED BY THE TIME AND DATE SPECIFIED. 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.

About the Office of State Lands and Investments (OSLI):

The Wyoming State Land Trust consists of three assets: State Trust Land, State Trust Minerals and the State Permanent Land Fund. All three assets derive from those lands granted by the federal government to the State of Wyoming at the time of statehood under various acts of the U.S. Congress and accepted and governed under Article 18 of the Wyoming Constitution. The revenues generated by trust lands and minerals are reserved for the exclusive benefit of the beneficiaries designated in the congressional acts. The beneficiaries are the common (public) schools and certain other designated public institutions in Wyoming such as the Wyoming State Hospital. Though some of the original lands have been sold or exchanged, the state owns approximately 3.5 million surface acres and 3.9 million mineral acres. Approximately 86% of the surface acres and 86% of the mineral acres are managed for the benefit of the public schools. In addition, there are approximately 9,000 acres of non-trust acquired land within the State allocated to various state agencies that benefit specific institutions and the public. Examples of these lands include Boys School, Girls School, Wyoming Training School, Wyoming State Hospital, Ranch A and Beartooth Ranch.

The Wyoming State Constitution and the Wyoming State Legislature direct the Board of Land Commissioners (BLC), consisting of the State’s five elected officials, to manage trust assets for two key purposes consistent with traditional trust principles: (1) long-term growth in value, and (2) optimum, sustainable revenue production. Similar principles guide the allocation of resources and management practices that will preserve and enhance the value of non-trust acquired and institutional lands. As directed by the Wyoming State Legislature, the State Loan and Investment Board (SLIB), consisting of the same five elected officials, manage the permanent land funds in accordance with the State’s Investment Policy. The SLIB also administer various statutorily created grant and loan programs that provide funding and financial assistance in the form of grants and/or loans to cities, towns, counties, and special districts to finance capital construction and other infrastructure projects necessary for the health, safety and general welfare of the residents of Wyoming. OSLI is the administrative arm of these Boards and it is the statutory responsibility of the OSLI to carry out the policy directives and decisions of the Boards.

The organizational structure of OSLI consists of the Office of the Director and four divisions: Financial Programs and Management Services, Trust Land Management Division, Field Services Division and Wyoming State Forestry Division. The Field Services Division has field offices located in Lander, Buffalo and Meeteetse. The Wyoming State Forestry Division has seven district offices located in Newcastle, Buffalo, Riverton, Lyman, Pinedale, Casper and Laramie. More information about the objectives and responsibilities of OSLI and the divisions of OSLI can be found at <http://lands.wyo.gov/>.

OSLI Mission Statement

Effectively managing natural resources and funds for current and future generations.

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DESCRIPTION OF WORK

A. General Information

Pursuant to 2015 Session Laws, Ch. 192, §1, OSLI is seeking proposals from research and/or consulting firms to provide a study and report to consider the State of Wyoming managing federally administered public lands within the State of Wyoming.

B. Services Required

The Successful Proposer will be required to provide a high level of quality services which are normally associated with handling a project of this scope and size.

It is the expectation of OSLI that the Successful Proposer will perform a study and report that includes, at a minimum, an analysis of the topics listed below. The study and report shall include a proposed plan for the administration, management, and use of the federal public lands in the State of Wyoming under the principle of multiple use and sustained yield including, but not limited to, the continuation of all existing public access to the lands for hunting, fishing and recreation subject to closure for special circumstances including public safety and environmental sensitivity.

OSLI is required to provide periodic project updates to the Select Federal Natural Resource Management Committee, and must submit the final report to the Select Federal Natural Resource Management Committee no later than November 30, 2016. Therefore, the Successful Proposer will be required to submit to OSLI periodic project updates (dates to be determined by the Successful Proposer and OSLI) and the final report 90 days prior to November 30, 2016.

At a minimum, the study and final report shall include and provide the following:

1. An identification of federally administered public lands within the State and the interests, rights and uses associated with those lands (hereinafter referred to as “The Lands”). The study shall exclude current congressionally designated wilderness areas; national conservation areas; and lands currently administered by the Department of Energy, Department of Defense; the Department of Interior’s Bureau of Indian Affairs, United States Fish and Wildlife Service; and National Park Service.
2. An economic analysis concerning the management of The Lands including

- i) The identification of all costs directly incident to the management of The Lands.
 - ii) A comparison of the likely costs for the State of Wyoming to manage The Lands and the costs incurred by the federal government to manage The Lands. In determining likely costs, the comparison shall consider differing land management objectives and practices.
 - iii) The identification of sources of revenue to pay for the administration and maintenance of The Lands by the State of Wyoming, including appropriate fees to charge the federal government for the management of The Lands.
 - iv) A determination of the amount of any revenue that is currently received by the State of Wyoming or political subdivision thereof in connection with The Lands, including but not limited to, any payments made in lieu of taxes and mineral royalties and leases.
 - v) The identification of any potential revenue which may be received from The Lands by the State of Wyoming after the management of The Lands by the State of Wyoming and recommendations for the distribution of those revenues.
 - vi) Consideration of other relevant federal actions or policies determined to impact revenues to the State of Wyoming due to federally managed lands.
3. Identification of traditional cooperative and cost-sharing opportunities and programs associated with The Lands and state land management agencies.

To the extent possible, the study shall include any other relevant factors the Successful Proposer concludes would be helpful in identifying the policy considerations surrounding the State of Wyoming managing The Lands.

COMMUNICATION WITH OSLI

There will be constant (possibly daily) contact between OSLI and the Successful Proposer throughout the entire process of the study and preparation of the report. While most of the contact will be by phone and email, it is expected that the Successful Proposer's project lead will

meet with OSLI's project lead and/or staff as necessary. Travel by the Successful Proposer for these meetings as necessary will not be billable travel expenses. The Successful Proposer will also be required, at the expense of the Successful Proposer, to send a representative to a minimum of one Select Federal Natural Resource Management Committee meeting at a location within the State of Wyoming to be determined and date to be announced.

QUESTION SUBMISSION:

All questions regarding this RFP shall be submitted through Public Purchase. The deadline for question submission is May 14, 2015 at 10:00 a.m. Proposers are required to visit Public Purchase for published answers after the submission deadline.

WRITTEN RESPONSE QUESTIONNAIRE

Proposer should address each of the items listed below in the written form. Each question answered should coincide in order.

Experience and quality of the Proposer:

1. Proposer name, address, phone number.
2. History of Proposer (one page or less).
3. Ownership structure and the names, titles, length of service of principals along with a brief resume for each.
4. Current clients, years of service and reference contact information for each. Identify any current clients posing a possible conflict of interest.
5. Describe key personnel's current and/or past experience with public land management and identify any current clients posing a possible conflict of interest.

6. Provide no more than three (3) pages of the Proposer's understanding of public land management, with particular emphasis on the opportunities/challenges the State of Wyoming would face in the event it were to assume management of those lands. Include supporting rationale for these insights.
7. Detailed fee schedule.

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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 _____

Employer Identification Number _____

Email Address _____

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

_____ Sole Proprietorship

_____ General Partnership

_____ Corporation

_____ Limited Partnership

_____ Limited Liability

_____ Other _____

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

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