STATE OF WYOMING

DEPARTMENT OF ADMINISTRATION AND INFORMATION

PROCUREMENT SECTION

2323 CAREY AVENUE

CHEYENNE, WY 82002

REQUEST FOR PROPOSAL NUMBER 0002-G

WYOMING OFFICE OF TOURISM

**WYOMING ADVERTISING AGENCY**

PROPOSAL DUE DATE AND TIME

JULY 29, 2021 – 2:00 P.M. MOUNTAIN TIME

PURCHASING REPRESENTATIVE: DEBI WALKER

E-MAIL ADDRESS: debi.walker@wyo.gov

TELEPHONE NUMBER: (307) 777-6707

DEPARTMENT OF TOURSIM

REPRESENTATIVE: KRISTY SIMOLA

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OFFICE OF TOURISM

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## SECTION 1: REQUEST FOR PROPOSAL

## SUBMISSION OF PROPOSALS:

The A&I Procurement Office will receive proposals for providing a Wyoming based advertising agency for additional in-state marketing assistance, content development and industry partner support that ladders up to a national advertising strategy implemented by Tourism’s agency of record (AOR), FOR THE STATE OF WYOMING, OFFICE OF TOURISM, (Agency) through the public purchase online bidding system. Proposals are due no later than JULY 29, 2021, 2:00 p.m. Mountain Time.

* 1. Proposals should be accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. All proposals should be uploaded on the public purchase online bidding system. Proposals sent by FAX, email, or paper copy may be rejected.
  2. Proposals should be submitted through the public purchase online bidding system on or before the time and date specified. Proposals received after the time and date specified may be rejected.

1.3 The State of Wyoming reserves the right to withdraw this Request for Proposal, without cause, at any time before a contract has been fully signed and submitted to the A&I Procurement Office.

## MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

* 1. A proposal may be altered through the public purchase online bidding system before the proposal due date and time contained in this document.
  2. The proposer may withdraw its proposal through the public purchase online bidding system up to the proposal due date and time contained in this document. If a proposal is accepted and the proposer then fails to furnish the service agreed to in the proposal, that proposer may be eliminated from future consideration.

## PREPARATION OF PROPOSALS:

* 1. A proposal may be rejected if it modifies 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.

## AWARD AND CONTRACT INFORMATION:

* 1. The State of Wyoming will ensure that minority business enterprises are afforded full opportunity to submit proposals. The State of Wyoming will not discriminate on the grounds of age, race, color, sex, creed, national origin, or disability status.
  2. The proposer also agrees that should it be awarded a contract, it will not discriminate against any person who performs work under the contract because of age, race, color, sex, creed, national origin, or disability. In addition, the successful proposer shall comply with the Americans with Disabilities Act and the Wyoming Fair Employment Practices Act.
  3. The proposer expressly warrants to the State that it has the ability and expertise to perform the contract if awarded. In doing so it 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 A&I Procurement Office will award the contract to the firm determined to have the most responsive and responsible proposal by the OFFICE OF TOURISM.
  5. The successful proposer will be required to agree to and execute a formal contract with the State containing terms required by the Attorney General with reasonable adjustments acceptable to the State.
  6. If applicable, the State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency’s written acceptance of the deliverables or services.

DATED: JULY 1, 2021

STATE OF WYOMING

Procurement Section

DEBI WALKER

# **SECTION 2: General Provisions**

## INSURANCE:

* 1. The contract between the successful proposer and the State shall require the successful proposer to carry certain insurance policies. All such insurance policies, except workers’ compensation and unemployment compensation policies, shall contain a waiver of subrogation against the Agency and the State, its agents and employees.

**2. LAWS TO BE OBSERVED:**

2.1 The proposer shall keep fully informed of, and comply with, all applicable federal and state laws or rules, all local bylaws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority. The proposer shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any law, rule, bylaw, ordinance, regulation, order or decree whether by itself or its employees.

## 3. ASSIGNMENT:

3.1 The proposal shall not be assigned by the proposer. Third party participation is authorized only as a joint venture that shall be clearly stated in detail in the proposal and signed by all parties participating.

* 1. The proposer shall not enter into any subcontracts for any of the work contemplated under this Request for Proposal without the State’s prior written authorization.

## 4. ACCOUNT REPRESENTATIVE:

4.1 The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing its account. The representative shall provide the services required to ensure that the account will be administered in an organized, systematic manner.

## 5. EXTENSION AND AMENDMENT:

## 5.1 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 one year at a time for a total contract period not to exceed three (3) years.

## 6. AUDIT AND ACCESS TO RECORDS:

6.1 The State or any of its duly authorized representatives shall have access to the proposer’s books, documents, papers, electronic data and records that are directly pertinent to this Request for Proposal.

## 7. CONFLICT OF INTEREST:

7.1 The proposer warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this Request for Proposal and none have been promised. The proposer warrants that no one being paid pursuant to the proposal is engaged in any activity that would constitute a conflict of interest with respect to the purposes of the proposal.

## 8. NO FINDER'S FEE:

8.1 The proposer warrants that no finder’s fee, employment agency fee, or other fee related to the proposal shall be paid.

## 9. SOVEREIGN IMMUNITY:

9.1 Pursuant to Wyo. Stat. § 1‑39‑104(a), the State of Wyoming and the Agency expressly reserve sovereign immunity and specifically retain all immunities and defenses available to them as sovereigns. The proposer acknowledges that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designation of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Request for Proposal shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

## 10. INDEMNIFICATION:

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

## 11. APPLICABLE LAW/VENUE:

11.1 The construction, interpretation, and enforcement of this Request for Proposal shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Request for Proposal as a whole and not to any particular provision or part.

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# **SECTION 3: SPECIAL PROVISIONS**

**PROPOSALS SHOULD BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 p.m. MOUNTAIN TIME ON: JULY 29, 2021.**

**PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY BE REJECTED.**

**It is the responsibility of the proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, W.S. § 16-4-201 through § 16-4-205. Please identify each confidential page with the word “CONFIDENTIAL” in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public. If the proposer submits information that it believes is confidential, it must include a statement justifying its basis for that belief.**

## STATE PARTIES:

* 1. This Request for Proposal is issued by the A&I Procurement Office on behalf of the OFFICE OF TOURISM (Agency).
  2. Throughout this document and others in connection with this project, various references are made, or will be made to the "State." Generally, whenever this reference appears, the term "State" incorporates all state agencies that will be working on this project.
  3. It should be understood that the Director of OFFICE OF TOURISM is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Any contracts, agreements, or modifications not bearing this signature or that of a designee are invalid.

## CONTENT AND PROCUREMENT POINTS OF CONTACT:

2.1 The A&I Procurement Office is the primary point of contact from the date of release of the Request for Proposal until the contract is fully executed.

2.2 Written questions about the procurement process should be submitted through the Public Purchase online bidding system until 2:00 p.m. Mountain Time, JULY 15, 2021. Any questions received after the deadline may not be accepted or considered. **Each question should be submitted individually**. It is the proposer’s responsibility to check the Public Purchase system for answers to questions, addenda, or bid tabulations. Telephone calls, emails, or faxes may not be accepted.

2.3 Written responses will be available through the Public Purchase online bidding system. Responses will not identify the firm that submitted the question. Only the written answers issued by the Agency are the official position on an issue, and these answers shall become part of the Request for Proposal.

## RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF:

* 1. Until a proposer is selected and the selection is announced, proposers are not allowed to communicate with State staff except:
     1. Procurement Section;
     2. Via written questions through the Public Purchase online bidding system.
  2. If a proposer violates, the State reserves the right to reject the proposal.

## EFFECTIVE DATES OF PROPOSAL:

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

## ADVERTISING AWARD CONDITIONS:

## A fully executed contract should be completed with the State before the successful proposer may advertise the award of the contract or the services being provided. The proposer should agree not to refer to awards in commercial advertising in a manner that states or implies that the firm or its services are endorsed or preferred by the State of Wyoming.

## CONTRACT NEGOTIATIONS:

* 1. The State will notify the most qualified/successful proposer and negotiate a contract in accordance with the Wyoming Attorney General’s contract guidelines. The successful proposer will be required to enter into and sign a formal contract with the State.
  2. In the event the successful proposer fails to reach an agreement with the State, negotiations will be terminated, and at the State’s sole discretion, negotiations may be initiated with the next most qualified/successful proposer, or the RFP may be withdrawn or reissued. This process will be followed until an agreement is reached, or until the State determines that the RFP will be withdrawn or reissued. The State assumes no obligation to a selected proposer until an agreement is reached and a contract is fully executed. The State will not negotiate concurrently with more than one proposer for the same award.

## BEGINNING WORK:

* 1. The successful proposer may not perform any work that could be billed until a contract has been executed. The State will not pay for any work by the proposer before a contract is executed.

## COPYRIGHT INFRINGEMENT:

* 1. The proposer warrants that no materials, products, and services proposed will infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the proposer, and the proposer shall defend the claim. The defense will be at the proposer’s expense.

## COST OF PREPARING PROPOSALS:

* 1. All costs incurred for preparing the proposal and for other procurement related activities are solely the proposer’s responsibility. The State of Wyoming will not provide reimbursement for these costs.

## RISKS AND LIABILITY:

* 1. By submitting a proposal, a proposer assumes any and all risks and liability associated with information in the proposal and its release.

## AMENDMENTS:

* 1. The State reserves the right to amend this Request for Proposal before the proposal submission date. Amendments will be uploaded to the Public Purchase system. It is the proposer’s responsibility to check the Public Purchase system for amendments.

## PROPERTY DAMAGE AND LIABILITY INSURANCE:

* 1. The proposer may be required to furnish proof of property damage and liability insurance in the amount deemed necessary by the Agency for the project, if applicable.
  2. Questions regarding the required insurance coverages and limits for this project should be submitted in writing in accordance with instructions outlined in the special provisions.

## MISREPRESENTATION OF INFORMATION:

* 1. Misrepresentation of a proposer’s status, experience, or capability in the proposal may result in disqualification of that proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the State and after consultation with the A&I Procurement Office, preclude the proposer from the selection process.

## DISPOSITION OF PROPOSALS:

* 1. All material submitted becomes the property of the State of Wyoming, which is under no obligation to return any of the material submitted.

## LEGAL CONSIDERATIONS:

* 1. This Request for Proposal is issued under the provisions of Wyo. Stat. § 9-2-3204.
  2. Proposers are presumed to know all requirements of the Request for Proposal and applicable law. Any proposal that fails to meet all requirements may, at the option of the State, be rejected without further consideration.

## PROPOSER RELATIONSHIP WITH STATE:

* 1. Proposer staff will have an ongoing relationship with State staff that is based on trust, confidentiality, objectivity, and integrity. The proposer will operate at all times in the State’s best interests and in a straightforward, trustworthy, and professional manner. The proposer shall:
     1. Work cooperatively with the State’s staff and business partners whenever required.
     2. Work cooperatively with the staff of other proposers whenever required.

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**SECTION 4: KEY DATES**

The following schedule of events is subject to change at the sole discretion of the Department of Tourism:

|  |  |  |
| --- | --- | --- |
| Event Description | Date | Time |
| RFP Released | 07/01/2021 | N/A |
| Closing Date for Questions | 07/15/2021 | 2:00 P.M. MT |
| Proposal Submission Due Date | 07/29/2021 | 2:00 P.M. MT |
| Tentative Contract Award Date | 08/24/2021 | N/A |
| Tentative Work Begins Date | 10/01/2021 | N/A |

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**SECTION 5: SCOPE OF WORK**

**About the Wyoming Office of Tourism:**

The Wyoming Office of Tourism (Tourism) is committed to inspiring overnight leisure travel from key markets, both domestic (U.S.A.) and international. Tourism will continue to optimize statewide economic impact by delivering innovative, effective marketing and partnership programs. This includes leveraging the momentum of the industry’s support and participation— focusing on gap areas and shoulder seasons; and attracting international visitors who tend to stay longer, spend more, and often travel off the beaten path. To support these efforts, Tourism will deploy a fully integrated marketing campaign and will continue to measure consumer conversion paths across the trip planning lifecycle. Understanding the consumer and the trip planning lifecycle allows Tourism to provide more responsive and personalized content to not only inspire visitors to travel to and within Wyoming, but also to help shift consumer behavior—dispersing visitors to lesser-known attractions and encouraging shoulder season travel.

Co-op marketing programs are also offered through Tourism as a way to provide increased value to in-state partners and to maximize the marketing impact of our partnerships. Offerings benefit partners in terms of expanding awareness, engagement with potential visitors, and driving conversions. Tourism ensures media opportunities ladder back to the overarching strategy while other program tactics support local DMO’s through data insights, content creation, toolkits, and educational webinars.

Tourism is an export economy. Expenditures made by non-residents, for the purchases of goods and services within Wyoming, and the associated sales tax revenues generated from those expenditures, contribute to growth and economic sustainability for Wyoming residents as well as local and state governments.

**Our Mission:**

Tourism’s mission is to promote and facilitate increased travel to and within the state of Wyoming. Tourism strives to fuel market demand and drive a healthy tourism economy which, in turn, contributes to business sustainability and strengthens the industry’s job and earnings capacity.

**Wyoming Office of Tourism Research:**

Research is available to further Proposer understanding of the Wyoming tourism industry. Reports can be found at: <https://industry.travelwyoming.com/industry/research>

**DESCRIPTION OF WORK:**

Tourism is seeking a Wyoming Agency for additional in-state marketing assistance, content development and industry partner support that ladders up to a national advertising strategy implemented by Tourism’s agency of record (AOR).

**A. General Information:**

Tourism conducts regional, national, and international advertising to attract visitation to the state with a national agency of record (AOR). The budget is developed on a biennial basis, the FY20 media buy was approximately $5.6 million (Winter $674,000 Summer $4,920,609).

Access to Tourism’s marketing strategy, brand guidelines, campaigns, and partner opportunities can be found at: <https://industry.travelwyoming.com/industry>

**B. Services Required:**

The Successful Proposer will provide a high level of quality marketing and video production services to support the larger media buy through graphic design, templates, and elements with Tourism brand guideline requirements, written, photo and video content development, partner marketing packages, local and regional promotion efforts, and specialty campaigns working in collaboration with Tourism and the agency of record (AOR).

In addition to providing marketing and partner support, the Proposer should be capable of providing the following services, preferably in-house. If these services do not currently exist in-house, please indicate how the capability will be added and service will be provided. Projects could include but are not limited to the following:

* Advertising templates and designs developed with brand guidelines and logo incorporation
* Email campaign development and lead fulfillment
* Video production including capturing content and post-production editing utilizing b-roll
* Co-op program brand extension
* Commissioned and licensed photography
* Keyword analysis and SEO review
* Creating and producing Wyoming collateral and fulfillment pieces (coloring book, kids’ brochure, partner postcards, etc.)
* Infographics, social graphics, and online imagery and videos for organic channels
* Online content placements and search engine marketing (SEM)
* Out of Home (OOH) both in-state and regional
* Newspaper – In-state
* Radio – Wyoming networks
* Posters, banners, and event signage
* Trade show displays
* Direct mail
* Editorial direction, topic development, and copywriting
* Website Design/Management

**BRAND INTEGRATION AND CREATIVE SERVICES:** Proposer shall possess a deep understanding and knowledge of the Wyoming brand as well as provide recommendations on integrating the brand into Tourism’s supporting marketing activities, from partner advertising templates to collateral materials to in-state visitor centers. Proposer shall also possess the ability to develop concepts; design local advertising and publication layouts; produce viral videos; and stories that align with and support a larger creative campaign.

**EXPERIENCE IN BUILDING PARTNERSHIPS:** Proposer shall possess the ability to build appropriate partnerships with tourism industry stakeholders. This would include developing scalable marketing support packages and resources for industry partners based on needs and budget capacities. The Successful Proposer also will assist in developing creative assets for the Wyoming tourism industry using Wyoming’s branding and positioning.

**RESEARCH AND REPORTING:** Proposer shall possess the ability to provide market analysis information and the ability to provide tracking and reporting of campaign elements, as well as all other aspects required to manage, execute, and measure results of comprehensive and integrated marketing campaigns.

**ACCOUNT/FISCAL MANAGEMENT/COST OF SERVICE:** Proposer shall demonstrate ability to provide quality account management regarding fiscal responsibility including, but not limited to, budgeting/accounting, invoicing, and timing, and implementation of best practices for a fee based compensation and pricing structure.

**COMMUNICATION WITH TOURISM:** There will be constant contact between Tourism, the national agency of record (AOR) and the Successful Proposer. Travel by the Successful Proposer to meetings with Tourism in Cheyenne should be covered by the Proposer. The Successful Proposer will also be required, at the expense of the Successful Proposer, to send a representative to the annual Wyoming Governor’s Conference on Hospitality and Tourism in Cheyenne, Wyoming at a date to be announced and the Fall Hospitality Summit, at a location in Wyoming to be determined and date to be announced.

**Written Response Questionnaire:**

Proposer should address each of the items listed below in the Written Responses.

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.

4. Current clients, years of service, and reference contact information for each. Identify any current clients posing a possible conflict of interest.

5. Total annual billings 2019, 2020 and anticipated 2021.

6. Name, title, and short resume of who will be assigned to the Wyoming account.

7. List other employees that will serve the Wyoming account and the skill/experience they will bring. Provide an organizational chart of the Proposer’s assigned Wyoming Team and the estimated percentage of time each team member will spend on the Wyoming account along with other accounts to which they are currently assigned.

8. Describe key personnel’s current or past experience with tourism clients and identify any current clients posing a possible conflict of interest.

9. If applicable, present plans to use Wyoming people/companies or subcontractors and describe what portion of budget it would represent.

**Evidence of Proposer’s past successful experience:**

10. From a creative standpoint only, provide a sample(s) of advertising for which the Proposer is most proud and samples of video production/editing capabilities.

11. Briefly describe any OOH, social media, email, and collateral material experience.

12. Briefly describe online campaign experience and any software tools used in the process. Provide examples of demonstrated success specifically attributed to the Proposer’s online content placements and search engine marketing (SEM) efforts.

13. Using a specific example, explain experience in direct marketing and/or response generation, with particular emphasis on driving traffic to a website.

14. Provide samples of one (1) relevant multi-media campaign along with a brief description of the success of these efforts.

**Proposed Pricing Structure:**

15. Tourism will compensate the Successful Proposer on an hourly fee basis for work done by staff on behalf of Tourism. This includes, but is not limited to, creative development and execution, account communication, and billing, among others. Any out-of-pocket costs incurred by the Successful Proposer on behalf of Tourism must be approved in advance by Tourism and must be billed at cost, with no markup. The actual fee selected for this contract is subject to negotiation between the Successful Proposer and Tourism prior to awarding this contract.

**Operating as a Wyoming company is a requirement for proposers responding to this RFP.**

The Tourism Selection Committee will be the sole judge with respect to the evaluation of the written and oral proposals. Each Proposer will be judged on each of the criteria described in this RFP and the Proposers that receive the highest scores on the written phase, maximum of three (3), will be considered a finalist and will be asked to make in-person Oral Presentations to the Tourism Selection Committee. Proposers will be responsible for all expenses associated with the oral presentation, including travel. These finalists will be judged on the oral presentation criteria following the presentation phase, and the Proposer with the highest aggregate score from the Tourism Selection Committee will be the Successful Proposer and will proceed to Contract negotiations.

*Scoring Criteria for Evaluation of Written Proposals:*

1. (20 points) - Experience and qualification of the members of the assigned Wyoming Team. Special attention will be given to the skills of management assigned to the Wyoming account, the Account Director, and the production and creative staff.

2. (15 points) - Evidence that the Proposer has past successful experience in the conduct of regional marketing, video production/editing, and promotion campaigns.

3. (15 points) - Evaluation of one (1) relevant example of finished Proposer-produced in-state marketing campaign, content development, and stakeholder support.

4. (15 points) - Evidence that the Proposer has an understanding of Wyoming’s statewide tourism product and potential, That’s WY brand guidelines and understanding of industry partner needs.

5. (25 points) - Evaluation of the creativity, marketing, and video production services to support the national media buy working in collaboration with the Tourism advertising agency.

6. (10 points) – Pricing structure.

**Total Possible Points for Written Proposal: 100 points**

*Scoring Criteria for Evaluation of Oral Presentations:*

1. (10 Points) - Proposers shall provide an overview of history, scope, clients, awards, and capabilities including an overview of total staffing, and the specific team that will be assigned to the Tourism account.

2. (55 Points) – Proposers shall provide samples of creative executions that demonstrate an understanding of the Wyoming brand as well as provide recommendations on integrating the brand into Tourism’s supporting marketing activities, from partner advertising templates to collateral materials to in-state visitor centers. The ability to demonstrate varying levels and scale of marketing activities, identifying that Wyoming communities have varying means of purchasing power and marketing abilities. Proposers should also showcase the ability to develop concepts; design local advertising and publication layouts; produce viral videos; and stories that align with and support a larger creative campaign.

3. (35 Points) – Proposers shall demonstrate the ability to build appropriate partnerships with tourism industry stakeholders and provide tracking and measure results of comprehensive and integrated marketing campaigns.

**Total Possible Points for Oral Presentation: 100 points**

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**SECTION 6: EVALUATION METHODOLOGY**

## OVERVIEW:

### Evaluation committees: The Agency will conduct a comprehensive, fair, objective, and impartial evaluation of proposals received in response to this Request for Proposal. Proposals will be evaluated independently by the evaluation committee members. The evaluation committee is made up of members representing the project subject expertise. The evaluation committee will review and score all proposals independently and consolidate the scores in order to determine award.

## COMPLIANCE WITH MANDATORY REQUIREMENTS:

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

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

## FINAL RANKING OF PROPOSALS:

* 1. The State of Wyoming will be the sole authority for evaluating proposals. The firm that best meets the conditions of each of the criterion will be awarded the highest (not necessarily maximum) points for that criterion. The balance of the proposals will be rated based on their evaluated points. After each criterion is evaluated, the proposer with the highest number of points will be notified. 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 in the best interest of the State to do so.

1. **PAYMENT TERMS (IF APPLICABLE):**
   1. The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency’s written acceptance of the deliverables or services.
2. **RIGHT OF OWNERSHIP AND MARKETING OF INTELLECTUAL PROPERTY AND INTELLECTUAL ASSETS SUBMITTED FOR THE RFP:**
   1. It is acknowledged and agreed that the only party with a right to market, trademark, patent, copyright, or any like right to any intellectual property and intellectual assets submitted in relation to the Request for Proposal shall be and is solely vested in the State. This includes all intellectual property and intellectual assets related to both the written proposal and the oral presentation and any and all documents, pitches, products, media pitches, web screens, layouts, etc. produced for the written proposal and the oral presentation, and any updates, changes, alterations, or modifications to or derivative works.

**SECTION 7: PROPOSAL PRICE SHEET**

The undersigned agrees to provide a Wyoming based advertising agency for additional in-state marketing assistance, content development and industry partner support that ladders up to a national advertising strategy implemented by Tourism’s agency of record (AOR) to the OFFICE OF TOURISM in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0002-G.

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DESCRIPTION LUMP SUM PRICE

(Written in Words and Number)

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1. BY SUBMITTING 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 Proposer has not and will not attempt 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 price and supporting documentation provided as a result of this advertisement.

1.4 Proposer will comply with all applicable state and federal regulations, policies, guidelines and requirements.

1.5 Prices in this proposal has not been knowingly disclosed by the proposer nor will they be disclosed prior to an award.

2. GENERAL INFORMATION:

Proposer Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Employer Identification Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

\_\_\_\_\_\_Sole Proprietorship \_\_\_\_\_\_General Partnership

\_\_\_\_\_\_Corporation \_\_\_\_\_\_Limited Partnership

\_\_\_\_\_\_Limited Liability \_\_\_\_\_\_Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The proposer shall provide to the Agency a certificate of good standing from the Wyoming Secretary of State or other proof that the proposer is authorized to conduct business in the State of Wyoming before performing work under the contract. The proposer shall ensure that all annual filings and corporate taxes due and owing to the Wyoming Secretary of State’s office are up to date before signing the contract. Proposers may contact the Wyoming Secretary of State’s Office, Corporation Division at (307) 777-7311 for assistance.

If the proposer is a sole proprietorship, list:

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

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

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

Employer Identification Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beginning date as owner of sole proprietorship\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

NAME (printed or typed) TITLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_All awards contingent upon verification of Resident Number (if applicable)

(Resident #)

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

**VENDOR VERIFICATION**

I certify under penalty of perjury that I am a responsible official (as identified above) for the business entity described above as the 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 that can lead to fines or imprisonment.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Title) (Typed or Printed) (Date)