**STATE OF WYOMING**

**DEPARTMENT OF ADMINISTRATION AND INFORMATION**

**PROCUREMENT SECTION**

**2323 CAREY AVENUE**

**CHEYENNE, WY 82002-0060**

**REQUEST FOR PROPOSAL**

**NO. 0018-G**

**WYOMING MILITARY DEPARTMENT**

**PROJECT NAME:**

**TRAINING VIDEO FOR ENVIRONMENTAL PROTECTION AT CAMP GUERNSEY**

**CAMP GUERNSEY, WY**

**PROPOSAL DUE DATE AND TIME**

**AUGUST 12, 2021 – 2:00 P.M.**

**PURCHASING REPRESENTATIVE: DEBI WALKER**

**E-MAIL ADDRESS: DEBI.WALKER@WYO.GOV**

**TELEPHONE NO. (307) 777-6707**

**WYOMING MILITARY DEPARTMENT**

**REPRESENTATIVE: KENNETH HUMPHREY**

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# REQUEST FOR PROPOSAL NO. 0018-G

**TRAINING VIDEO FOR ENVIRONMENTAL PROTECTION AT CAMP GUERNSEY WYOMING MILITARY DEPARTMENT**

**RFP 0018-G**

The A&I Procurement Office will receive proposals for providing a Training Video for Environmental Protection at Camp Guernsey for the STATE OF WYOMING, WYOMING MILITARY DEPARTMENT (Agency) through the Public Purchase online bidding system. Proposals are due no later than August 12, 2021, 2:00 p.m. Mountain Time.

**Project Description**: Produce a training video for soldiers to view prior to executing training maneuvers at Camp Guernsey on the standing orders and standard operating procedures related to environmental protection.

**Proposal:**  The complete Proposal and Contract Documents can be downloaded from:

<http://www.publicpurchase.com>

Companies wishing to download the Proposal must have a publicpurchase.com account.

Proposal questions shall be submitted on the Public Purchase website by **2:00 p.m. Mountain Time on July 28, 2021**. All questions will be answered and provided to all prospective proposers via answers on the Public Purchase website or in the form of a written addendum on or before August 4, 2021. Questions received after 2:00 p.m. Mountain Time on July 28, 2021, will not be addressed.

**SECTION 1: REQUEST FOR PROPOSAL**

1. SUBMISSION OF PROPOSALS:

The A&I Procurement Office will receive proposals for providing a **TRAINING VIDEO FOR ENVIRONMENTAL PROTECTION AT CAMP GUERNSEY** for the STATE OF WYOMING, WYOMING MILITARY DEPARTMENT (Agency) through the Public Purchase online bidding system. Proposals are due no later than August 12, 2:00 p.m. Mountain Time.

1. Proposals should be accompanied by the attached Pricing Schedule 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.
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.

2. 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. A proposal 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 agree to in the proposal, that proposer may be eliminated form future consideration.

3. 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.

4. 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 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 this contract to the firm determined to have the most responsive and responsible proposal by the Wyoming Military Department.
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 12, 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 MUST BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 p.m. MOUNTAIN TIME ON:** **AUGUST 12, 2021.**

**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. If the Proposer submits information that it believes to be confidential, it must include a statement justifying its basis for that belief.**

**1. STATE PARTIES:**

1.1 This Request for Proposal (RFP) is issued by the A&I Procurement Office on behalf of the Wyoming Military Department (Agency).

1.2 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.

1.3 It should be understood that the Deputy Director of the Military Department 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.

1. **CONTENT AND PROCUREMENT POINTS OF CONTACT:**
   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. Written questions about the procurement process should be submitted through the Public Purchase online bidding system until 2:00 p.m. Mountain Time, July 28, 2021. Any questions received after the deadline will not be accepted or considered. **Each question should be submitted individually**. It is the proposer’s responsibility to check Public Purchase for answers to questions, addenda, or bid tabulations. No telephone calls, emails, or faxes will be accepted.
   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.
2. **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.
3. **EFFECTIVE DATES OF PROPOSAL:**
4. 1. 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.

1. **ADVERTISING AWARD CONDITIONS:**
   1. 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.
2. **CONTRACT NEGOTIATIONS:** 
   1. The State will notify the successful proposer and negotiate a contract 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.
3. **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.
4. **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 such claim. The defense will be at the Proposer’s expense.
5. **COST OF PREPARING PROPOSALS:**
   1. All costs incurred for the preparing the proposal and for other procurement related activities are solely proposer’s responsibility. The State of Wyoming will not provide reimbursement for these costs.

1. **RISKS AND LIABILITY:**
   1. By submitting a proposal, a proposer assumes any and all risks and liability associated with information in the proposal and the release.
2. **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.
3. **PROPERTY DAMAGE AND LIABILITY INSURANCE:**
   1. The proposer may be required to furnish proof of property damage 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.
4. **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.
5. **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.
6. **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 published requirements may, at the option of the State, be rejected without further consideration.

1. **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:

16.1.1 Work cooperatively with the State’s staff and business partners whenever required.

16.1.2 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 Wyoming Military Department:

|  |  |  |
| --- | --- | --- |
| Event Description | Date | Time |
| RFP Released | July 12, 2021 | N/A |
| Closing Date for Questions | July 28, 2021 | 2:00 P.M. MT |
| Proposal Submission Due Date | August 12, 2021 | 2:00 P.M. MT |
| Evaluation Period | August 13-17, 2021 |  |
| Tentative Contract Award Date | August 20, 2021 | N/A |
| Tentative Work Begins Date | September 15, 2021 | N/A |

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# SECTION 5: SCOPE OF WORK

**BACKGROUND AND OBJECTIVES:**

Camp Guernsey Military Reservation (Camp Guernsey) is a federally supported state military training installation operated by the Wyoming Military Department (WYMD) and Wyoming Army National Guard (WYARNG). As a military training installation, the WYMD is required to adhere to both federal and state regulations regarding the environmental protection. Camp Guernsey has standing orders and standard operating procedures for soldiers using Camp Guernsey to keep the WYMD in compliance with regulations. This Request for Proposal (RFP) is to secure a Contractor to produce a training video for soldiers to view prior to using Camp Guernsey on the standing orders and standard operating procedures related to environmental protection prior to executing training maneuvers.

**PROJECT SPECIFICATIONS AND REQUIREMENTS**

**1.0 Procurement Product**

The procurement product includes a professionally produced video to run approximately 20-30 minutes and includes the following:

1) Onsite footage of personnel in action using the facility/equipment;

2) Interviews and personnel commentary (this can be in various locations at Camp Guernsey including outdoors);

3) Cutaway footage (or B-roll) or photo images to support the above commentary;

4) Professional voice-over narration to describe the information from start to finish in an efficient and articulate manner;

5) On screen text and info-graphics to support and emphasize key elements of the video;

6) Logo(s) and any relevant artwork to clearly show ownership of the finished product;

7) Credit slate/Contact Info at the end of the video to provide additional information.

**2.0 Procurement Deliverables by Task**

**2.1 Task 1: Review and edit materials supplied by WYMD**

The WYMD assumes the following is supplied to the successful contractor:

1) Outline of required topics (i.e. Natural, Cultural, Compliance)

2) Bullet points and on screen text requirements

3) General story flow outline

4) Assistance to contractor to develop narrative and content

The Contractor must inform the WYMD if additional information is required.

The Contractor shall review and suggest edits to the items listed above to ensure the video will conform to standard video presentation standards. The Contractor may make comments on the clarity and timing of the draft narrative.

**2.2 Task 2: Coordinate filming at the installation**

The Contractor shall coordinate with the Cultural Resources Manager to arrange on-site filming at Camp Guernsey. This should include a pre-planning in-person or online coordination meeting no more than ten days prior to the proposed filming date.

**2.3 Task 3: Film editing**

The Contractor shall be responsible for editing and compiling all video, images, texts, and audio into a professionally produced video.

**2.4 Task 4: Deliverables**

2.4.1 Draft Deliverables

The Contractor shall produce a video in a format that is easily played online in applications such as YouTube and a hard copy via thumb drive. The Contractor shall send WYMD a fully assembled draft video for review inaccessible to the public. This draft will be delivered to the Cultural Resources Manager via file share site (to be determined). WYMD shall submit final comments to the Contractor in writing.

2.4.2 Final Deliverables

Once the Contractor has received the written comments, the Contractor shall incorporate all comments into the final video.

**3.0 Project Timeframe and Payment Schedule**

**3.1 Project Timeframe**

Needs assessment list (see Task 1) provided within thirty (30) days of receiving Notice to Proceed (NTP).

The Contractor shall have sixty (60) days to review and edit materials supplied by the WYMD (see Task 1).

Upon receipt of edited materials from WYMD, the Contractor shall coordinate with the Cultural Resources Manager for the best filming date (Task 2). The date is contingent on Camp Guernsey occupancy and training schedule, but should be scheduled during the appropriate season in coordination with the Cultural Resources Manager.

A draft deliverable shall be sent to the WYMD within sixty (60) days of filming at Camp Guernsey (Task 3).

Upon receipt of the comments on the draft from WYMD, the Contractor shall have two (2) business weeks to submit the final video.

**3.2 Payment Schedule**

The Contractor shall not receive final payment until all the deliverables have been accepted by the Cultural Resources Manager. Costs of video revisions and rewriting based on the final comments shall be included in the cost estimate for Task 4.

**4.0 Project Proposal and Cost Proposal**

All responsive proposals will be evaluated utilizing the following evaluation and selection criteria:

**Tab 1:** Experience and technical competence in performing similar type work as described in the SOW and approach to accomplishing the required tasks.

**Tab 2:** Sample training video produced by the company similar to one described in the SOW (must be provided by online link)

**Tab 3:** Cost Estimate

**5.0 Evaluation Criteria**

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

CRITERIA POSSIBLE POINTS

A. Previous Project Experience 30

B. Sample Video 40 C. Cost Estimate 30

TOTAL POSSIBLE POINTS 100

**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.

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**SECTION 7: PRICING SCHEDULE – RFP 0018-G**

The undersigned agrees to provide Contractual Services for the Wyoming Military Department, Cheyenne, Wyoming in accordance with the Request for Proposal, General Provisions, Special Provisions and Pricing Schedule for Request for Proposal Number 0018-G.

**COST SUMMARY**

|  |  |
| --- | --- |
|  | Total |
| Training Video for Environmental Protection at Camp Guernsey  Total Project Cost | $ |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Written in Words)

**1. PROJECT MANAGER**:

The Project Manager assigned to this project is:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES**:

2.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

2.2 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.

2.3 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.

2.4 Proposer will comply with all federal regulations, policies, guidelines and requirements.

2.5 Prices in the proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

**3. GENERAL INFORMATION**:

Proposer Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**4. OWNERSHIP AND CONTROL:**

Proposer's Legal Structure:

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

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

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

The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor 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. Please contact the Wyoming Secretary of State’s Office, Corporation Division at (307) 777-7311 for assistance.

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

**Proposer to acknowledge receipt of Addenda: \_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_**

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

NAME (printed or typed) TITLE

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

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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 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)

# SECTION 8: SAMPLE CONTRACT

**CONTRACT #XXX**

**BETWEEN**

**WYOMING MILITARY DEPARTMENT**

**AND**

**CONTRACTOR**

1. **Parties.** The parties to this Contract are Wyoming Military Department (Agency), whose address is: 5410 Bishop Boulevard, Cheyenne, Wyoming 82009-3320, and [Insert Contractor’s full legal name] (Contractor), whose address is: [Insert Contractor’s Address].

**2. Purpose of Contract.** The purpose of this Contract is to support the Agency environmental personnel and other Agency environmental program directorate personnel by providing professional services related to the Agency’s environmental program. This project shall be known as the **Training Video for Environmental Protection at Camp Guernsey (RFP 0018-G)** (Project).

**3.** **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through August 30, 2022. All services shall be completed during this term.

This Contract may be extended twice agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

**4.** **Payment.**

**A.** The Agency agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed [Insert total dollar amount]. Payment shall be made on a monthly, upon submittal and approval of invoice. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

**B.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.

**C.** Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor’s performance and compliance with all of Contractor’s obligations under this Contract.

**D.** The table below indicates the current contract status of amounts and Contract expiration dates:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Federal | State | Total | Contract Expiration Date |
| Original Contract | $0.00 | $0.00 | $0.00 | August 30, 2022 |
| Total Contract | $0.00 | $0.00 | $0.00 | August 30, 2022 |

**5.** **Responsibilities of Contractor.** The Contractor agrees to:

**A.**Produce a training video for soldiers to view prior to executing training maneuvers at Camp Guernsey on the standing orders and standard operating procedures related to environmental protection.

**B.** **Security Requirements**. The Contractor, and all Contractor’s personnel directly working on the project, shall be required to meet all security requirements IAW Army Regulation (AR) 190-13 (if the Contractor will not be an employee and just performing a service), Department of Defense (DoD) 5200.2r and Army Regulation (AR) 25-2 for Contract personnel.

**6.** **Responsibilities of Agency.** The Agency agrees to:

**A.** Pay Contractor in accordance with Section 4 above.

**B.** Provide script for narration; bullet points and on screen text requirements; and general story flow outline.

**7. Special Provisions.**

1. **Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Contractor’s failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.
2. **Conflicts of Interest.**

**(i)** Contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the Agency or a disclosure which may adversely affect the interests of the Agency. Contractor shall notify the Agency of any potential or actual conflicts of interest arising during the course of the Contractor’s performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of this Contract will be subject to a mutual settlement of accounts. In the event this Contract is terminated under this provision, the Contractor shall take steps to ensure that all files, evidence, evaluations, and data are provided to the Agency or its designee. This provision does not prohibit or affect the Contractor’s ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

**(ii)** A conflict of interest warranting termination of this Contract may include, but is not necessarily limited to, acting on behalf of a client in an adversarial proceeding against the State of Wyoming, its agencies, boards, commissions, or the University of Wyoming, or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition, or quo warranto.

**C.** **Contractor’s Cooperation and Supervision of Work.**

1. The Contractor shall facilitate progress, and cooperate with the Agency and their employees and representatives. The Contractor shall provide sufficient labor to perform the work. If the Contractor fails to provide sufficient labor force, the Agency may give the Contractor written notice, instructing the Contractor to correct the problem within the time specified in the notice. If the problem has not been corrected within the time specified in the notice, the Agency may utilize the provisions in this Contract for correcting defective or nonconforming work.
2. The Contractor shall be responsible to the Agency for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor. The Contractor shall at all times enforce strict discipline and good order among its employees and shall ensure its employees exhibit appropriate professional behavior and are skilled in the tasks assigned to them. The Agency may direct the Contractor to promptly remove a person who does not comply with this provision from the project site for the duration of the Contract.

**D. Drug-Free Work Place.**

1. The Contractor certifies that it will comply with the provisions of the Drug-Free Workplace Requirements for Federal Contractors, 41 USC § 8102, and maintain a drug-free workplace.
2. Drug-Free Work Place Requirements for Federal Grant Recipients, 41 USC § 8103, and the provisions of the Drug-Free Workplace Act of 1988 (41 USC § 8101 through 8106) are incorporated by reference and the Contractor covenants and agrees to comply with all the provisions thereof, including any amendments that may hereafter be issued.

**E.** **Environmental Policy Acts.**  Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

**F. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

**(i)** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

**(ii)** Procures a commercial sex act during the period of time that the award is in effect; or

**(iii)** Uses forced labor in the performance of the award or subawards under the award.

**G. Kickbacks.** Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**H. Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

**I. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

**J.** **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either party.

**K. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq*.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq*., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

**L. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor and related to the services and work to be performed under this Contract, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

**M. Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

**8.** **General Provisions.**

**A.** **Amendments.**  Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.

**B.** **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract 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 Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

**C.** **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

**D.** **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract.

**E.** **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

**F.** **Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

**G.** **Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State’s office are up-to-date before signing this Contract.

**H.** **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.

1. **Confidentiality of Information.**  All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

**J.** **Entirety of Contract.** This Contract, consisting of \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_)pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor’s profession.

**L.** **Extensions.**  Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.

**M.** **Force Majeure.**Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

**N.** **Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys’ fees, and expenses 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, suits, liabilities, court awards, damages, costs, attorneys’ fees, and expenses arising out of Contractor’s negligence or other tortious conduct.

**O.** **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this 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 this Contract shall be interpreted as authorizing the Contractor or its agents 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 behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers’ compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor’s agents or employees as a result of this Contract.

**P.** **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.

**Q.** **Notice of Sale or Transfer.**  The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor’s obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.

**R.** **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency’s verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

**S.** **Patent or Copyright Protection.** The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

**T.** **Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**U.** **Insurance Requirements.**

**(i)** During the term of this Contract, the Contractor shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.

**(ii)** All policies shall be primary over any insurance or self-insurance program carried by the Contractor or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**(iii)** The Contractor shall provide Certificates of Insurance to the Agency verifying each type of coverage required herein. If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but is not limited to, retroactive dates and extended reporting periods or tails.

**(iv)** All policies shall be endorsed to provide at least thirty (30) days advance written notice of cancellation to the Agency. A copy of the policy endorsement shall be provided with the Certificate of Insurance.

**(v)** In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Agency may, at the Agency’s option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Agency may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Contractor under this Contract.

**(vi)** All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.

**(vii)** The Agency reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

**V.** **Insurance Coverage.**  The Contractor shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

**(i)** Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:

**(a)** $1,000,000.00 each occurrence;

**(b)** $1,000,000.00 personal injury and advertising injury;

**(c)** $2,000,000.00 general aggregate; and

**(d)** $2,000,000.00 products and completed operations.

The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

**(ii)** Workers’ Compensation and Employer’s Liability Insurance. Employees hired in Wyoming to perform work under this Contract shall be covered by workers’ compensation coverage obtained through the Wyoming Department of Workforce Services’ workers’ compensation program, if statutorily required. Employees brought into Wyoming from Contractor’s home state to perform work under this Contract shall be covered by workers’ compensation coverage obtained through the Wyoming Department of Workforce Services’ workers’ compensation program or other state or private workers’ compensation insurance approved by the Wyoming Department of Workforce Services, if statutorily required.

The Contractor shall provide the Agency with a Certificate of Good Standing or other proof of workers’ compensation coverage for all of its employees who are to perform work under this Contract, if such coverage is required by law. If workers’ compensation coverage is obtained by Contractor through the Wyoming Department of Workforce Services’ workers’ compensation program, Contractor shall also obtain Employer’s Liability “Stop Gap” coverage through an endorsement to the CGL policy required by this Contract, with minimum limits as follows:

**(a)** Bodily Injury by Accident: $1,000,000.00 each accident;

**(b)** Bodily Injury by Disease: $1,000,000.00 each employee; and

**(c)** Bodily Injury by Disease: $1,000,000.00 policy limit.

**(iii)** Unemployment Insurance. The Contractor shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. The Contractor shall supply Agency with a Certificate of Good Standing or other proof of unemployment insurance coverage.

**(iv)** Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of $1,000,000.00 each accident combined single limit.

**W.** **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**X. Sovereign Immunity and Limitations.**Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations 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 Contract 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.

**Y.** **Taxes.** 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.

**Z.** **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

**AA.** **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

**BB. Time is of the Essence.** Time is of the essence in all provisions of this Contract.

**CC.** **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

**DD.** **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.Failure to object to a breach shall not constitute a waiver.

**EE. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.The Contractor’s failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the Agency.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

**9.** **Signatures.**  The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**AGENCY:**

Wyoming Military Department

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

Douglas C. Shope, Deputy Director Date

**CONTRACTOR:**

[Insert full legal name of Contractor]

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

[Insert name and title of person signing for Contractor] Date

Federal Tax I.D. #XXX

**ATTORNEY GENERAL’S OFFICE: APPROVAL AS TO FORM**

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

Megan Pope, Senior Assistant Attorney GeneralDate