REQUEST FOR PROPOSALS

PUBLIC WEBSITE DEVELOPMENT, HOSTING AND MAINTENANCE

PROPOSAL DUE DATE AND TIME

JULY 19, 2021, BY NOON (MOUNTAIN TIME)

Wyoming Business Council
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SECTION 1: KEY DATES

1. KEY DATES TABLE:

The following schedule of events is provided to set clear expectations for the project and is subject to change at the sole discretion of the Wyoming Business Council.

Event Description	Date/Time
RFP Released*	07/01/2021
Proposal Submission Due Date	07/19/2021 by Noon MT
Finalist Oral Presentations	Week of 07/26/2021
Tentative Contract Award Date	08/04/2021
Tentative Contract Negotiation Compete	09/01/2021
Tentative Work Begins Date	09/13/2021
Anticipated Phase I Deployment Date	11/15/2021
Anticipated Phase II Deployment Date	TBD Based on Phase I Work

* If questions arise while putting a proposal together, please email the contact on the cover page and we will answer questions in a timely fashion. Questions near the proposal submission due date may go unanswered and will not grant an extension.

SECTION 2: PROJECT INFORMATION

1. INTRODUCTION AND BACKGROUND:

The Wyoming Business Council has identified the need for a new public website with additional functionality and access considerations.

The existing website (https://wyomingbusiness.org/) is no longer supported by the vendor and Council staff are unable to locate contractors capable of maintaining the existing infrastructure, and the user experience is suffering as a result.

2. PURPOSE AND INTENT:

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from proposers who can offer website development, hosting and maintenance services to meet the Wyoming Business Council's needs and expectations, as described within this RFP.

The Successful Proposer will be required to provide a high level of quality services which are normally associated with the handling of a large account of this scope and size. It is the expectation of the Council that the Successful Proposer develop strategies and programs that will assist in increasing the state's standing in the economic development community and drive progress for Wyoming's diverse economic sectors.

3. STAKEHOLDERS:

Project stakeholders include the Wyoming Business Council Board and Staff, as well as the communities, businesses and public/private partnerships which rely on the Council's expertise, knowledge, and services.

SECTION 3: PROPOSAL CONSIDERATIONS

1. SCOPE OF PROJECT:

The Council desires an integrated solution to accomplish the work in this RFP. Proposers must bid on **all elements** listed to meet Council needs and expectations as described within this RFP. If partnering with multiple companies for an integrated solution, please identify the lead company and describe what work will be accomplished by each company.

The RFP scope of work must meet or exceed expectations of Stakeholders for user experience and intuitive interface design as well as increase management efficiencies of online assets. These improvements would 1) address current trends in business development/recruitment, community development and economic diversification, 2) incorporate responsive web design for a more efficient platform for today's marketing environment and user experience expectations, 3) utilize competitive and well-supported CRM and CMS platforms to include fulfillment integration and marketing automation processes, 4) address current industry, stakeholder and partner expectations for website capabilities and features, 5) create a user experience that facilitates collaboration and participation from Council's stakeholders and business partners.

The ideal Proposer would propose an effective and competitive solution for the Council's online presence and must provide a timeline and key deliverables for accomplishing the work outlined in this RFP, including Discovery Phase and Design & Implementation Phase, which must be tested and deployed on or before the Anticipated Phase I Deployment Date.

1.1. **PHASES OF PROJECT**

1.1.1. **Phase I - Transition Current Site to New Platform:** This phase will consist of a business process evaluation and a detailed conceptual design; incorporating data compiled by Council staff and transitioning all useful pages from the current site to a new platform with an updated UI, site architecture, navigation, and on-site search. This includes a strong 301 plan to preserve existing SEO as well as a future-ready architecture for growth. This phase also includes integration of other best practices like mobile first design (if data supports that) and ADA compliance, etc.

1.1.2. **Phase II - Enhanced Functionality:** This subsequent phase will build upon Phase I and will include development of additional functionality and improvements on existing applications as determined after completion and launch of Phase I. This phase will also likely include the integration of other stand-alone websites.

1.2. **GOALS OF PROJECT:**

1.2.1. The primary goal of this project is to transition the existing Council website to a well-known platform so Council staff can be more self-sufficient with website updates, content creation, and marketing. This will allow the Council more flexibility to adapt and change as Wyoming businesses and communities change.

1.2.2. Secondary goals include improved brand experience, marketing opportunities, and exceeding current site features and functionality.

1.3. **BRAND EXPERIENCE & MARKETING CONSIDERATIONS:**

1.3.1. From a brand experience perspective proposers should focus on providing an amazing user experience through a redesigned Council website. The new site should tell the Wyoming economic and community development story in an immersive and integrated format by pulling together relevant content – video, audio, property listings, programs, services, resources, etc. – in order to inspire and inform users. Proposers must demonstrate capabilities in creating a site design that supports the Council's established brand and that will break through the industry clutter.

1.3.2. From a marketing perspective please elaborate on your marketing skills and how you intend to build a site that leads consumers through a resource heavy website and demonstrate the skills that will help achieve overall marketing goals for the Council. Also highlight how your proposed architecture and navigation improve our marketing abilities across different marketing channels.

1.4. **INTEGRATION OF STAND-ALONE SITES:** ***(Likely Phase II)***

1.4.1. Successful Proposer must integrate or plan for similar designs on multiple stand-alone websites that are currently under the Council's control. This includes but is not limited to sites and integrations listed below:

- www.wyobizrelief.org
- www.thrivewyoming.org
- www.growninwyoming.org
- www.wyomingmainstreet.org
- www.makewyoming.org

- www.whywyoming.org
- www.wyobbmap.org
- Zoom Prospector (wyomingsites.com)
- Calendaring (3rd party submissions, Google Calendar)

1.5. **ACCOUNT ADMINISTRATION AND MANAGEMENT OF PROJECT:**

1.5.1. There will be constant (at least weekly) contact between the Council and the Successful Proposer. While most of the contact will be by phone, email and virtual meetings, in-person meetings may be necessary and required throughout the project.

2. GENERAL REQUIREMENTS:

2.1. **LOCATION & WORK ENVIORNMENT:**

2.1.1. It is preferrable, but not required, that the successful proposer be located in or near the state of Wyoming and have a good understanding of Wyoming culture, brand, and economy in order to build a website that reflects all the above. Use of offshore and nearshore resources is strictly prohibited for all proposer services associated with this RFP.

2.2. **COMMUNICATION REQUIREMENTS:**

2.2.1. Proposer must provide a single point of contact for regular communication, reporting and account management for the Council's objectives, goals, and tools for all communications, including top-down, bottom-up, and cross-organizational communications. Status Reports, weekly status meetings and ad hoc communication as needed shall be required outlining the project's progress updates which include key issues, identified unknown risks, accomplishments, and compliance with milestones and delivery dates.

2.3. **REPORTING AND DASHBOARD:**

2.3.1. Proposers must describe the various reports that would be provided to the Council weekly, monthly, quarterly, and/or annually. Identify the analytics application or software that would be used to measure the performance of the site and all components within. Describe how your company would interpret and report on the analytics to measure success (i.e. to describe what is working or not working). How does your company propose to track conversion and provide expertise on increasing conversion from this platform? It is expected that the Successful Proposer has the expertise needed to evaluate the overall health of a website. It is also necessary that the Proposer implement all tracking codes/pixels for campaign and advertising performance tracking. Provide insight into how your company would utilize the integrated Google Spreadsheets or Google Data Studio for monitoring server traffic data, Google Analytics data, user behavior and other Key Performance Indicators (KPI) to report on performance and year-round numbers and gain insights for iteration.

2.4. **EQUIPMENT:**

2.4.1. Proposer shall provide all electronic and telecommunications equipment needed to support the contract.

2.5. **STATE PERSONNEL:**

2.5.1. The following Council staff will interact with the Successful Proposer for this project. Other Council staff may be involved in the project from time to time to lend their expertise and perspective; however, these individuals will be the main points of contact from the Council for this project.

2.5.1.1. Amy Quick, Strategic Communications: Project manager and main contact throughout the duration of the project

2.5.1.2. Ben Peterson, IT Manager: Domain name, hosting and IT support

2.5.1.3. Bert Adam, Entrepreneurial Services Manager: Technical expertise and product review

3. SYSTEM OR WYOMING IT STANDARDS:

3.1. **STANDARDS DESCRIPTION**:

The services, work products and final deliverables provided by the proposer shall comply with State Statutes, CIO Promulgated Rules, and State IT policies and standards for required system hardware, software and development components, when completed and accepted by the Council.

3.1.1. State of Wyoming Electronic Transactions: http://ets.wyo.gov/governance

3.1.2. State of Wyoming IT Policies and Standards: http://ets.wyo.gov/resources

4. TECHNOLOGY AND COMPLIANCE:

4.1. **TECHNOLOGY GOALS:**

The goal of the Council's website redesign and development is a mainstream, easily editable platform. Proposers should include the following technology information in their proposal:

4.1.1. Web development

4.1.2. ADA compliance

4.1.3. Adaptable site for Desktop, Mobile, Tablet

4.1.4. Maintenance/Support

4.1.5. Reliability

4.1.6. Performance measures

4.1.7. Disaster Recovery

4.1.8. Security

5. HOSTING:

5.1. **HOSTING SPECIFICATIONS:**

The proposer should provide security that provides administrative, physical, and technical means to protect sensitive or confidential information used in performing the responsibilities and duties set forth in this RFP. In addition, the proposer should address, but is not limited to the following list:

5.1.1. **Physical location**: Data/Backups must reside in United States; Describe primary and failover facility(ies).

5.1.2. **Facility access and security/integrity**: Facility and equipment allocation.

5.1.3. **Staffing Security:** The proposer should maintain policies and procedures for security clearance and staffing controls, allowing proposer personnel access to Agency owned confidential information and/or to restricted areas within the proposer's host environment.

5.1.4. **Technical Support/Staffing:** The proposer shall maintain adequate and responsive technical support/staffing for hosting services.

5.1.5. **Architectural Design:** Hardware infrastructure description/network diagram, database structure, operating system (OS) etc.

5.1.6. **Secure Server(s):** Server(s) is protected from intrusion using physical barriers, technical barriers, and administrative barriers, etc.

5.1.7. **Secure Network:** Network is secured through use of redundant firewalls, anti-virus software, data encryption for files transferred to and from external users, etc. Data encryption shall meet Federal Information Processing Standard (FIPS) 140-3.

5.1.8. **Secure Application:** Access to the proposer system is granted using a unique user identifier and user profile, combined with a strong password. Any transaction or change to data is traced and audited, down to the user ID level.

5.1.9. **Security Awareness:** Security policies and procedures are maintained for each location or account.

5.1.10. **Data Storage:** Proposer shall provide sufficient storage to operate and support the proposed solution.

5.1.11. **Denial of Service (DOS) Attack:** Proposer should provide examples of policy, procedures, and safeguards employed to respond and/or recover from a denial of services.

5.1.12. **Internet Congestion:** Proposer will provide sufficient bandwidth and redundancy to access the proposed solution functionality.

5.1.13. **Backup/Archive routine:** Proposer should be able to demonstrate at a minimum requirement for archiving set by the agency first, then Industry standards and practices.

5.1.14. **Data Security:** Proposer shall maintain policy and procedures to maintain and support the security of confidential information. Provide a description of your policies, procedures and protocol on data security breach. Data breach notification procedures and plans are maintained and shall at a minimum, comply with WS § 40-12-502.

5.1.15. **Data Breach – Venue of Law:** If the proposer's proposed solution were to be selected, provide discussion on what state law would have jurisdiction in regard to data security breach notification.

5.1.16. **Certification and Audits:** Provide a discussion on certifications/audits, as applicable to this RFP, your company may have achieved (i.e. SAS 70 Audit, HIPAA, SOX, GLB, etc.).

5.1.17. Provide a copy of these certification/audits, including the dates these were conducted.

5.1.18. **Website Archiving:** Provide a description of the proposer's web site archiving practices and how their practices will meet the requirements of the Wyoming Public Records Act: W.S. 16-4-201 through 16-4-205.

5.1.19. **System Availability:** The system should be available 24/7. Any maintenance outages will be coordinated in advance with the Council's designated personnel.

6. USER EXPERIENCE (UX):

6.1. UNDERSTANDING USERS & TARGET AUDIENCES:

It is expected the Successful Proposer will demonstrate an understanding of the Council's website users and target audiences, including, but not limited to, approximate age range, user comfort level with technology, connection speed, and purpose for using the websites. This knowledge will allow the successful proposer to build a website to be as user friendly as possible. Proposers must understand different audiences of the Wyoming Business Council and recommend how best to design specific experiences for those audiences whether microsites, or otherwise.

6.2. MOBILE EXPERIENCE:

Proposers must describe expertise in leveraging the mobile experience and technologies. Provide specific examples of responsive mobile products your company has built or designed. Describe your company's process and best practices for laying out a front-end mobile strategy and how mobile videos and other assets are utilized. Describe how you will integrate this into the Council's digital landscape. Proposers must address responsive design and recommend the best mobile experience, trends and technologies.

6.3. CONTENT INTEGRATION:

Proposers must provide strategies your company would use for ensuring relevancy of content to consumer searches and relevancy of content as it relates to other content sought out by consumers.

6.4. SEARCH ENGINE OPTIMIZATION (SEO) & SEARCH ENGINE MARKETING (SEM):

Proposer must provide knowledge of SEO and SEM best practices. Indicate whether an in-house search marketing team exists and the relevant experience in SEO, online advertising and SEM. Indicate your approach to html, Meta tag, canonical tags, search engine optimization both during website development and your proven ability to coordinate with the Council for on-page editorial execution, linking strategies, social optimization strategies, on an ongoing basis.

7. PLATFORMS, DATA, & INTEGRATIONS:

7.1. EXISTING PLATFORMS:

For this section of the RFP Proposers should focus on the needs for continued back-end and front-end development of the Council's website. The Council currently uses Salesforce to stand up community portals, programs, applications, as well as the CRM features, proposer must describe how they intend to integrate with that system.

7.2. VERSION UPGRADES:

Proposer must develop a plan to keep versioning of platforms up-to-date and discuss the timeframe and cost, if any, associated with updating and maintaining the latest versions.

7.3. **SECURITY:**

It is expected Successful Proposers will describe strategies your company would implement for permissions-based functionality and access across the platform.

8. TRAINING AND KNOWLEDGE TRANSFER PLAN

8.1. **TRAINING REQUIREMENTS**:

The following are the training requirements the Successful Proposer must accomplish, including a Knowledge Transfer Plan and exit strategy, and the development and execution of a training plan either on-site or via webinar etc. for the following groups and individuals:

8.1.1. Council System Administrators

8.1.2. Stakeholders and other in-state users

8.1.3. External users, if applicable

9. MAINTENANCE AND SUPPORT REQUIREMENTS:

9.1. **MAINTENANCE RESPONSIBILITES**:

The proposer will be responsible for maintaining and upgrading the software/solution as part of the contract maintenance responsibilities for 3 base years with an option to renew as needed or appropriate.

9.1.1. During this period, the proposer will perform all maintenance and support as a routine activity.

9.1.2. Maintenance will be provided under a separate contract between both parties and will be negotiated with the final acceptance of the solution.

9.1.3. As part of the proposer's proposal, they should provide a sample of their service level agreement (SLA) to maintain and support the proposed solution.

9.1.4. The proposer should provide sufficient technical staff to perform all routine maintenance responsibilities as follows:

9.1.4.1. Perform research immediately upon recognizing potential system problems.

9.1.4.2. Proactively maintain and upgrade software – current version.

10. DELIVERABLES AND MILESTONES:

10.1. **EXPECTED DELIVERABLES**:

The Council will review, evaluate, and accept the following deliverables.

10.1.1. Overall Project Plan – No proposer work will start without the Agency's written approval of the Project Plan

10.1.2. Overall Project Timeline

10.1.3. Design/Architecture Plan

10.1.4. System Documentation

10.1.5. Quality Assurance (QA) Test Plan

10.1.6. Test Plan and Test Results (walk through)

10.1.7. User Acceptance Plan

10.1.8. Deployment Plan including 301 redirects and success reporting

10.1.9. Updates and Maintenance Plan

10.1.10. Training Plan

10.1.11. Weekly Status Updates and Fiscal Management Reporting

SECTION 4: REQUIRED ELEMENTS OF PROPOSAL

1. PROOF OF INSURANCE

1.1. **INSURANCE REQUIREMENTS:**

Proposers must include evidence of insurance meeting Council specifications as outlined in Attachment A "Sample Contract" under Sections 8(V) and 8(W).

Proposers who fail to include evidence of required insurance coverage with their proposals may be summarily disqualified.

2. PROPOSAL, FORMAT AND CONTENTS:

2.1. **PROPOSAL INFORMATION**:

Proposals should be submitted in two major sections: The Technical Proposal and the Cost Proposal. The proposer is responsible for submitting a separate section, within the proposal, in response to the following items. Omission of this section or any item within this section may result in the proposal being eliminated. The proposer should, at a minimum, address the following points.

2.2. **TECHNICAL PROPOSAL:**

2.2.1. **Table of Contents:** The Table of Contents should include all items listed in this section.

2.2.2. **Executive Summary:** The Executive Summary will condense and highlight the contents of the technical proposal in such a way as to provide the State with a broad understanding of the proposer's qualifications and approach to meeting the requirements of the RFP.

2.2.3. **Proposer's Background and Experience:** Company overview – the proposer should include a company summary including company history, office location(s), company size, financial statements, and statement of technical areas of expertise. The proposer should be able to substantiate to the satisfaction of the Wyoming Business Council that the proposer has sufficient resources to complete the project successfully within the time requirements.

2.2.4. **References:** Corporate references are required from at least three (3) prior clients. Whenever possible, an alternative point of contact for each reference should be listed with phone number and email address. Each reference should depict relevant experience that can be brought to bear during the term of this RFP. In order to ensure current expertise, all work for client references provided should have been completed no more than three years prior to the date of this RFP.

2.2.4.1. References will be verified during the proposal evaluation by telephone calls made by members of the Evaluation Team, through e-mail or the U.S. Postal Service.

2.2.4.2. If contact with the referenced contact person or an alternative that has knowledge of the proposer is not made, after reasonable attempts during the designated evaluation period, the reference will be classified as unsatisfactory.

All attempts to contact a referenced client will be documented, including the date and time of the attempt.

2.2.4.3. NOTE: The Wyoming Business Council reserves the right to contact other State of Wyoming agencies regarding engagements they may have had with the proposer's company in the past, in addition to the references provided in the proposal.

2.2.5. **Single Point of Contact:** The proposer should identify a single point of contact for all contract management activities. The proposer's Project Manager's name and resume should be submitted with the proposal. The successful proposer should not change the Project Manager without written State approval.

2.2.6. **Proposer's Project Work Plan:** The proposer should submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of the work as outlined in Section 6: Requirements/Specifications – Responsibilities of Proposer. The proposer should identify realistic person hours of effort and responsibilities for the deliverable and each work activity.

2.2.7. **Project Management Plan:** The proposal should contain a comprehensive and practical description of the proposer's plans for project management and control mechanisms, including staff organizational structure, contractors, progress reporting, major decision making, sign-off procedures, and internal control procedures. The proposer should also indicate flexibility in meeting changes in program requirements and coping with problems.

2.2.8. **Design Examples:** Three to five relevant examples of similar sites completed and mockups for the Council's home page, and subpages like business resource pages/maps, business leads and recruitment, agricultural promotion, broadband mapping (external site), etc.

2.2.9. **Project Timeline:** Proposer should provide a timeline of what work and integrations can be completed in Phase I versus a Phase II.

2.2.10. **Project Delays:** Proposer should also describe how project delays will be addressed should they occur. This should include assurances that sufficient resources and knowledgeable, experienced staff are available to meet the project schedule.

2.2.11. **Contract Exceptions:** A sample contract is provided with this RFP as Attachment A. All proposers acknowledge general agreement with the provisions of the contract. In the event any proposer has exceptions to any provision outlined in Attachment A, they are responsible for noting the exception on their proposal and providing a description and proposed resolution.

2.2.12. **Staffing and Project Organization:** An Organization Chart should be included with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project.

2.2.13. **Proposer Checklist:** The proposer should submit a checklist in which the proposer should evaluate their existing offering compared with the RFP mandatory and optional requirements.

2.3. **COST PROPOSAL:**

2.3.1. **Important**: The cost proposal should be included in the Proposer's complete proposal with separate documents for the Technical Proposal and the Cost Proposal Price Sheet and identified as such.

2.3.2. Format for the Proposal Price Sheet should identify Total Fixed Price with applicable breakdowns for all of Phase I (year 1) work. This is the all-inclusive price for all activities related to the RFP Scope of Work, which includes the first year's maintenance and hosting costs.

2.3.3. Proposers should also include cost estimate for work recommended for Phase II of project including any necessary price breakdowns.

2.3.4. Proposers must also itemize the contract maintenance, hosting, and support after implementation and acceptance of the services, work product and final deliverables by the Wyoming Business Council. In the Cost Proposal, the Proposers should state a maximum escalation percentage for maintenance after year 1. The proposer should guarantee that the maintenance costs will not exceed, or escalate, beyond this stated escalation.

2.3.5. Proposers may suggest a payment schedule which mirrors specific deliverables in meeting the requirements of this RFP. Payment schedules based on time and materials only will not be acceptable, nor will a flat per-hour rate. Payment will be made at the completion and acceptance of the individual deliverables for the development and implementation of the Council's website redesign and development, as defined in the Scope of Work.

2.4. **SUBMISSION REQUIREMENTS:**

2.4.1. All required proposal documents must be emailed to wbc.rfp@wyo.gov with the subject line "WBC Website Proposal" in PDF format by Monday, July 19, 2021, on or before Noon MT. No late submissions will be accepted.

3. ORAL PRESENTATIONS:

3.1. **PRESENTATION INFORMATION:**

3.1.1. Proposers may be requested to make an oral presentation to clarify and/or demonstrate any particular points about their proposals or to discuss any changes to their technical proposals which might be advantageous to the Council. The Key Dates timetable (See Section 1: Key Dates) will indicate the period when oral presentations may be requested. If so requested, proposers will be provided with a one-week scheduling notification of the time scheduled for the presentation. The Evaluation Team members will address questions to the proposers pertaining to their ability to complete this project. The proposer is responsible for the payment of all costs involved in any oral presentations and shall not be reimbursed by the State for these costs. All oral representation will be considered a part of the proposal, unless specifically stated otherwise.

3.1.2. See Section 5: Evaluation Methodology, for evaluation criteria. Such presentations will help explain or clarify any significant elements of the proposal and/or capabilities to assist the Evaluation Team in further evaluating the proposal. At the option of the Council, presentations may be attended by others in addition to the Evaluation Team members.

SECTION 5: EVALUATION METHODOLOGY

1. OVERVIEW:

1.1. **Evaluation Committees:** The Council will conduct a comprehensive, fair, objective and impartial evaluation of proposals received in response to this Request For Proposals and will be the sole judge with respect to the evaluation of the written and oral proposals. 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.

1.2. Each Proposer will be judged on each of the criteria described in this RFP and the Proposers who receive the highest scores on the written phase, maximum of six (6), will be considered finalists and will be asked to make an oral presentation to the Council Evaluation Team. These finalists will be judged on the oral presentation criteria following the presentation phase, and the Proposer with the highest aggregate score from the Council Evaluation Team will be the Successful Proposer and will proceed to contract negotiations.

1.3. The State of Wyoming reserves the right to accept an entire proposal, a partial proposal, a single component proposal or no proposal at all.

2. COMPLIANCE WITH MANDATORY REQUIREMENTS:

2.1. To be considered responsive, submissions should meet the minimum requirements defined in this RFP. The minimum requirements are intended to ensure that evaluation of the Technical Proposal can proceed, and the Contractor agrees to perform all outlined responsibilities.

3. TECHNICAL SCORING AND RANKING:

3.1. WRITTEN RESPONSE QUESTIONNAIRE: Proposer must address each of the items listed below in the Written Responses. Each question should coincide in order.

3.1.1. **OVERALL EXPECTATIONS: 40 Points**

3.1.1.1. Online Brand Experience and Website Design
3.1.1.2. Integration of Stand-Alone Websites
3.1.1.3. Landing pages, Microsites and Flexible Design

3.1.2. **ADMINISTRATION & ACCOUNT MANAGEMENT: 10 Points**

3.1.2.1. Account Administration & Management of Project
3.1.2.2. Project Timeline
3.1.2.3. Communication Requirements
3.1.2.4. Reporting and Dashboard
3.1.2.5. Training

3.1.3. **USER EXPERIENCE & MARKETING: 30 Points**

3.1.3.1. Understanding Users & Target Audiences
3.1.3.2. Mobile Experience
3.1.3.3. Content Integration
3.1.3.4. Search Engine Optimization (SEO) & Search Engine Marketing (SEM)

3.1.4. **HOSTING & PLATFORM, DATA, & INTEGRATION: 15 Points**

3.1.4.1. Hosting as a whole

3.1.4.2. Existing Platforms

3.1.4.3. Version Upgrades

3.1.4.4. Security

3.1.5. **VALUE ADDED: 10 Points**

3.1.5.1. It is the intent of the Council to focus efforts on building upon online assets and functionality that currently exists. Proposers should present unique capabilities and added value that would differentiate the Proposer from other proposals that the Council may receive.

3.1.6. **COST: 10 Points**

3.1.6.1. Cost Analysis (Cost Proposal shall be under a separate cover): The cost must be presented as key deliverables in the form of individual costs and a project total (sum of the deliverables) as well as separate ongoing costs of account administration and management (sum of the deliverables) and ongoing costs of hosting, maintenance and support (sum of the deliverables). The total project cost must include all the items and services mentioned in this RFP. If any of the items or services cannot be provided in Contractor's proposal or the requirement cannot be met – this is to be clearly explained as to why and what the alternative approach will be and associated cost. If there are no exclusions or exceptions – it will be determined that all the criteria have been met for the price quoted, inclusive of all personnel, overhead, travel, equipment usage, and other miscellaneous costs for the contract period quoted.

3.1.7. **PROOF OF WYOMING VENDOR: 5 Points**

3.1.7.1. Operating as a Wyoming company is not a requirement for Proposers responding to this RFP. Companies that qualify as Wyoming Residents will receive five points of the total points possible if they prove they are a Wyoming Resident. Resident Proposers must verify residency according to Wyoming state statute W.S. 16-6-101, (a) (i), defines "resident" as a person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation certified as a resident by the Department of Employment prior to proposing on this RFP, subject to the following criteria and subject to W.S. 16-6-102. Wyoming statutes are available at http://legisweb.state.wy.us.

3.1.8. **Written Response Scoring Criteria:**

3.1.8.1. Overall Expectations: 40 points

3.1.8.2. Administration & Account Management: 10 points

3.1.8.3. User Experience & Marketing: 30 points

3.1.8.4. Platform API & Marketing: 15 points

3.1.8.5. Value Added: 10 points

3.1.8.6. Cost: 10 points

3.1.8.7. Proof of Wyoming Vendor: 5 points

3.1.8.8. **TOTAL POSSIBLE POINTS FOR WRITTEN PROPOSAL: 120 points**

3.2. **ORAL PRESENTATION:** The highest scoring Proposers in the written response evaluation will be asked to bring to life and build upon those written responses through an oral presentation. Proposers must introduce and explain how the client relationship will be developed with the Proposer's team and how that team will achieve the Council's mission and strategic goals. Proposers must demonstrate their overall vision of the online brand experience through functional mock-ups of the proposed Council's website, including mobile, tablet and desktop experiences. These oral presentations will be conducted virtually with members of the Evaluation Team.

3.2.1. **OVERALL VISION & FUNCTIONAL MOCKUPS: 40 Points**

3.2.1.1. Design and Brand Experience

3.2.1.2. Website Design - User Experience & Design for Mobile

3.2.1.3. Content Integration and Landing Pages - Include a functional mock-up of a business resource page, business lead generation and recruitment integration w/ interactive map, agricultural promotion, or other required components as outlined in this RFP.

3.2.2. **CLIENT RELATIONSHIP DEVELOPMENT AND TEAM DYNAMICS: 30 Points**

3.2.2.1. Proposer must introduce the team assigned to the Council and their respective roles, expertise and hierarchy within the Proposer's organization chart. Proposer must describe its expertise in developing client relationships and address onboarding with Council staff and other partners/stakeholders, discovery phase and training. Proposer must demonstrate its expertise in collaborating with multiple teams to achieve a common mission and strategic goals. Proposers must also demonstrate their ability to understand and address changing user expectations and how to build websites that can evolve with those expectations and new technologies.

3.2.3. **VALUE ADDED: 25 Points**

3.2.3.1. It is the intent of the Council to focus efforts on building upon online assets and functionality that currently exist. Proposers should present unique capabilities and added value that would differentiate the Proposer from other proposals that the Council may receive. Proposers should elaborate on ideas, innovations, trends, opportunities and functionality that would create new opportunities for Wyomingites and enrich the online user experience.

3.2.4. **PROOF OF WYOMING VENDOR: 5 Points** (As referenced above)

3.2.5. **Oral Presentation Scoring Criteria:**

3.2.5.1. Overall Vision & Functional Mockups: 40 points

3.2.5.2. Team Relationship Development: 30 points

3.2.5.3. Value Added: 25 points

3.2.5.4. Proof of Wyoming Vendor: 5 points

3.2.5.5. **TOTAL POSSIBLE POINTS FOR WRITTEN PROPOSAL: 100 points**

SECTION 6: PAYMENT TERMS

1. TIME SCHEDULE/INVOICING:

1.1. The Council will negotiate payment terms based upon a schedule to be determined by the Successful Proposer and the Council. Payments of invoices will be based upon the Successful Proposer successfully completing the deliverables within the stated deadlines, and upon the Council's written acceptance of the deliverables and/or services.

1.2. The Successful Proposer is required to submit monthly status reports with invoices outlining the contract's progress and compliance with milestones and delivery dates. Each report will be verified by the Council's representative that each of the RFP and contract requirements have been met to date.

ATTACHMENT A: SAMPLE CONTRACT
INFORMATION TECHNOLOGY (IT) CONTRACT BETWEEN WYOMING BUSINESS COUNCIL AND [INSERT CONTRACTOR'S FULL LEGAL NAME]

1. **Parties.** The parties to this Contract are the Wyoming Business Council (Council), whose address is: 214 West 15th Street, Cheyenne, Wyoming 82002, 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 set forth the terms and conditions by which the Contractor shall provide website development, migration, maintenance and hosting services for the Council's public websites.

3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from [Insert term starting date or Effective Date] through [Insert ending date]. All services shall be completed during this term.

   This Contract may be extended by 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 Council.

4. **Payment.**

   A. The Council agrees to pay the Contractor for the services outlined in Section 5, below, and more specifically described in Attachment A, Scope of Work, which is attached to and incorporated into this Contract by this reference. Total payment under this Contract shall not exceed [Insert total dollar amount, for example, five thousand, two hundred thirty-four dollars and twenty-five cents ($5,234.25)]. Payment shall be made according to the pay schedule set forth in Attachment B, Project Budget, which is attached to and incorporated into this Contract by this reference. 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 Council.

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. Payments of invoices will be based upon the Contractor meeting the stated deadlines and upon the State's acceptance of the deliverables. The Council reserves the right to pursue administrative, contractual, and legal remedies in the event the Contractor has breached or defaulted on the Contract.

E. **Final Product Clause.**

At any time prior to Acceptance of the deliverables and/or services described herein, the parties agree that should the deliverables and/or services materially fail to perform substantially in compliance with the Council's specifications, the Contractor's liability in such an event will be to return all fees paid by the Council to that point. Prior to Acceptance, such termination decision will be at the sole discretion of the Council and is in addition to any other Termination provisions contained within this Contract.

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

A. Provide website development, migration, maintenance and hosting services as described in Attachment A at the rates set forth in Attachment B.

B. Maintain constant and consistent contact with Council representatives throughout the website development process, training, maintenance, hosting, and so forth. This includes providing a single point of contact for regular communication, reporting and account management.

C. ……

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

A. Pay Contractor in accordance with Section 4 above.

B. Cooperate and collaborate with Contractor on the migration of existing web content from the existing environment to new environment.

7. **Special Provisions.**

A. **Conflicting Language.** In the event of a conflict between the Contract, Attachment A, Statement of Work, or any other document attached or incorporated by

reference, the following order of precedence will govern, in the order listed: (1) the Contract, (2) Attachment A, Statement of Work, then any other document incorporated by reference.

B. 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 Council or a disclosure which may adversely affect the interests of the Council. Contractor shall notify the Council 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 Council 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. 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, Council may, at its discretion, terminate this Contract without liability to the Council, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

D. Monitoring Activities. The Council shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.

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

F. **Project Representative.** All project management and coordination for the Council shall be through a single point of contact designated as the Project Representative. The Council Project Representative for this project is Amy Quick, Strategic Communications.

Any and all work performed under this Contract will be subject to approval and acceptance by the Council Project Representative. In no instance will the Contractor's staff refer any matters to any Council Director or Deputy Directors or any other official in Wyoming unless initial contact, both verbal and in writing, regarding the matter has first been presented to the Council Project Representative.

All correspondence from the Contractor shall be addressed directly to the Council Project Representative. The Council Project Representative or his designee shall be responsible for corresponding and arranging meetings with Council personnel and outside Agencies and associations.

The Council Project Representative shall document performance of the Contractor as to the satisfaction of any deliverables required to meet the requirements of the Contract.

The Contractor will be required to perform its work in compliance with Council technology standards, policies, and procedures, as well as any applicable Federal guidelines.

G. **Source Code Ownership and/or Escrow.** In the event the Contractor develops custom made software, a complete copy of the most current version of the software source code, with internal documentation, shall be placed in an escrow account that will be made available to the Council. In the event the Contractor provides the Council with a proprietary software package, the software will be provided to the Council for the sole purpose of maintaining the license use of Contractor's software at Council's location at the time of the issuance of the license. In the event the Contractor becomes insolvent, goes out of business or ceases to support the software, Contractor agrees to transfer the rights to the source code, either custom or proprietary, to the Council in order for the Council to continue to support the software.

H. **System Failure or Damage.** In the event of system failure or damage, as defined in this paragraph, directly caused in whole or in part as a result of the services provided by the Contractor, Contractor agrees to use its best efforts to restore the

system to operational capacity. System failure or damage for purposes of this Contract will mean the inability of any mechanism provided by the Contractor pursuant to the terms of this Contract, to operate properly and, as a result of its failure to operate properly, critical government functions, including sending and receiving data information, are unable to be performed.

I. **Use of Subcontractors.** The Contractor shall be wholly responsible for performance of the entire Contract whether or not subcontractors are used. In any event, whether or not there are subcontracting or joint venture arrangements, a prime contractor shall be designated and the prime contractor shall sign this Contract. The Council reserves the right to reject any named subcontractor or any subcontractor relationship. The Contractor shall not enter into any subcontracts or joint venture arrangement for any of the work proposed under this Contract without prior written acceptance from the Council.

K. **Warranty of the Deliverables.** In the event that the Contractor develops software and applications for the Council, the Contractor shall commit to a minimum warranty period of twelve (12) months for the software and applications related to this Contract. Notwithstanding prior acceptance of deliverables by the Council, the Contractor shall expressly warrant all delivered programs and documentation as properly functioning at the start of operations and compliant with the terms of the Contract thereafter. The warranty period will begin at the time the implementation of the application has been formally accepted in writing by the Council. During the warranty period, the Contractor shall be responsible to correct, at its expense, any problems, defects and deficiencies reported which do not meet the specifications set forth in the Statement of Work. The Contractor will correct all defects and deficiencies in the system and replace incorrect or defective programs and documentation within five (5) business days of notification from the Council of such deficiencies or within such period as may be necessary to make correction(s) using all due diligence and dispatch as agreed upon between the Council and the Contractor. Deficiencies properly noted before expiration of the warranty will be covered regardless of such expiration. System modifications and other changes made during the Contract period will also be covered by this warranty.

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 Council.

D. **Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Council, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Council.

E. **Availability of Funds.** Each payment obligation of the Council 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 Council at the end of the period for which the funds are available. The Council 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 Council in the event this provision is exercised, and the Council 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 Council 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 Council in all such cases.

G. **Certificate of Good Standing.** The Contractor shall provide to the Council 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 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 in the performance of this Contract.

I. **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 Council for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Council within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Council.

J. **Entirety of Contract.** This Contract, consisting of [Insert number of pages, for example, "fourteen (14)"] _____ (___) pages; *Attachment A,* [Title of document], *consisting of* _____ *(___) page(s); and Attachment B,* [Title of document], *consisting of* _____ *(___) page(s)*, represent(s) the entire and integrated Contract between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the order of precedence is outlined in Section 7(A), above.

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 Council 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 Council, 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 Council or to incur any obligation of any kind on behalf of the State of Wyoming or the Council. 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. **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.

Q. **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.

R. **Notice of Sale or Transfer.** The Contractor shall provide the Council 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 Council 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 Council may, at its discretion, terminate or renegotiate the Contract.

S. **Ownership and Destruction of Documents and Information.** Council 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 Council 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 Council's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Council-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Council confirming the destruction of any such residual Council-owned data.

T. **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 Council for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

U. **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).

V. **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 Council 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 Council. 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 Council may, at the Council's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Council 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 Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

W. **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 Council 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 Council 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.

(v) Professional Liability or Errors and Omissions Liability Insurance. Professional liability insurance or errors and omissions liability insurance protecting against any and all claims arising from the Contractor's alleged

or real professional errors, omissions, or mistakes in the performance of professional duties under this Contract, with minimum limits as follows:

(a) $1,000,000.00 each occurrence; and
(b) $1,000,000.00 general aggregate.

The policy shall have an extended reporting period of two (2) years.

(vi) Commercial Crime Insurance. Commercial crime insurance including employee dishonesty coverage with minimum limits of $1,000,000.00 each occurrence.

(vii) Cyber Liability Insurance. Cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Contractor and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security, with minimum limits as follows:

(a) $2,000,000.00 each occurrence; and
(b) $2,000,000.00 general aggregate.

Coverage shall include breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

X. **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 shall identify the Council as the sponsoring agency and shall not be released without prior written approval from the Council.

Y. **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.

Z. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council 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.

AA. **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.

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

If at any time during the performance of this Contract, in the opinion of the Council, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of the Council and after written notice to the Contractor, the Council may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the Council; however, the Contractor shall be liable to the Council for the entire cost of replacement services for the duration of the Contract term.

CC. **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.

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

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

FF. **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.

GG. **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 Council.

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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.

COUNCIL:
WYOMING BUSINESS COUNCIL

_____ _____
Joshua J. Dorrell, Chief Executive Officer Date

_____ _____
Sarah Fitz-Gerald, Chief Strategy Officer Date

CONTRACTOR:
[Insert full legal name of Contractor]

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

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____
Margaret A. R. Schwartz, Assistant Attorney General Date