**REQUEST FOR PROPOSAL**
**WYOMING BUSINESS COUNCIL**
**Wyoming Broadband Enhancement Plan**

1.      **SUBMISSION OF PROPOSALS**

Online proposals will be received for providing a WYOMING BROADBAND ENHANCEMENT PLAN FOR THE STATE OF WYOMING, WYOMING BUSINESS COUNCIL, through the online submission process detailed at the end of this proposal until June 18, 2018 at 11:59 Mountain Time.

a.      No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm.

b.      Proposals must be submitted through the online submission process before the time and date specified.  Proposals received after the time and date specified will not be considered.

c.      Proposal information is restricted and not publicly available until after the award of the Contract.  Once a contract has been fully signed and submitted to the proper entities, the award process will be complete.

2.      **WITHDRAWAL OF PROPOSALS**

a.      A proposal may be withdrawn through the online submission process by the Proposer up to the time of the opening.  Failure of the successful Proposer to furnish the service awarded as a result of this advertisement may eliminate the Proposer from future consideration.

3.      **PREPARATION OF PROPOSALS**

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

b.      In case of error in the extension of prices in the proposal, unit prices will govern.

c.      Proposers are expected to examine special provisions, specifications, schedules, and instructions included in this Request.  Failure to do so will be at the Proposer’s risk.

4.      **AWARD AND CONTRACT INFORMATION**

a.      The State of Wyoming herby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.

b.      The Proposer also agrees that should this firm be awarded a Contract that the firm will not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin, or disability.

c.      The Proposer expressly warrants to the State that it has the ability and expertise to perform its responsibilities hereunder and, in doing so, shall use the highest standards of professional workmanship.

d.      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 Contract will be awarded, determined by the Wyoming Business Council and involved parties, to the most responsive and responsible offer, based on the criteria specified herein.

e.      The Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.

f.       The successful Proposer will be required to enter into and sign a formal Contract with the State containing terms required by the Attorney General, with reasonable adjustments acceptable to the State.  The Proposer will bear all risks associated with any injury arising out of the event.  The Contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.

g.      The successful Proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 et. seq.)

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**GENERAL PROVISIONS**

1.      **INDEPENDENT CONTRACTOR**

a.      The Contractor shall function as an independent contractor for the purposes of the Contract and shall not be considered an employee of the State of Wyoming for any purpose.  Consistent with the express terms of the Contract, the Contractor shall be free from control or direction over the details of the performance of services under the Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of the Contract and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract.  Nothing in the Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health 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.

2.      **INSURANCE**

a.      All insurance policies required by this Contract, except workers’ compensation and unemployment compensation policies, shall contain a waiver of subrogation against the Agency and the State, its agents and employees. The Contractor agrees it will carry the insurance which is applicable to this RFP.  The Contract shall provide a copy of an endorsement providing this coverage.

3.      **LAWS TO BE OBSERVED**

a.      The Contractor shall keep fully informed on all federal and state laws, all local bylaws,

regulations and all orders and decrees of bodies or tribunals having any jurisdiction or

authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The Contractor shall at all times observe and

comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award.  The Contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4.      **TAXES**

The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and Social Security taxes, workers’ compensation, unemployment insurance and sales taxes.

5.      **ASSIGNMENT / CONTRACTOR**

a.      The Contract shall not be assigned by the Contractor.  Third party participation is authorized only as a joint venture which shall be clearly stated with details on the original proposal, signed by all parties participating.  Any alterations, variations, modifications or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto, and attached to the original Contract agreement.

b.      The Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the State.

c.      Claims for money due or to become due Contractor from the State under the Contract may not be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the State.  Notice of any assignment or transfer shall be furnished to the State.

d.      The Contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

6.      **TERMINATION OF CONTRACT**

a.      The Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. The Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of the Contract. The Contract shall remain in full force and effect until terminated as provided herein.

b.      The State may, upon ten days’ written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the Contractor to fulfill in a timely and proper manner the obligations under the Contract.  In such event, all finished documents, data, models and reports prepared under this Contract shall, at the option of the State, become its property upon payment for services rendered through the termination of the Contract.

c.      Should the Contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been successfully implemented and accepted by the Agency.  Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General will be implemented if it appears the Contractor has breached or defaulted on the Contract.

7.      **ACCOUNT REPRESENTATIVE**

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

8.      **RESPONSIVENESS**

Proposers are expected to examine specifications, schedules, and instructions included in this package.  Failure to do so will be at the Proposers’ risk.

9.      **EXTENSION AND AMENDMENT**

The Proposer and the State covenant and agree that this proposal or subsequent Contract may, with the mutual approval of the Proposer and the State, be extended under the same terms and conditions of this proposal or Contract for a period of one (1) additional month and said option to extend this proposal or Contract for a one-month period shall be in effect for each month thereafter for a total period not to exceed six (6) additional months.

10.   **COMPLIANCE WITH LAWS**

In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules, and regulations.

11.   **AUDIT AND ACCESS TO RECORDS**

The State or any of their duly authorized representatives shall have access to any books, documents, papers, electronic data and records of Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

12.    **CONFLICT OF INTEREST**

The parties warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the contract. Proposer warrants that no one being paid pursuant to the Contract is engaged in any activities that would constitute a conflict of interest with respect to the purposes of the Contract.

13.   **NO FINDER’S FEE**

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

14.   **OWNERSHIP OF DOCUMENTS / WORK PRODUCT**

It is agreed that all finished or unfinished source code, documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the State, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the State, will be turned over to the State.

15.   **CONFIDENTIALITY OF INFORMATION**

All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of the Contract shall be kept confidential by the Contractor unless written permission is granted by the State for its release.

16.   **SOVEREIGN IMMUNITY**

Pursuant to Wyo. Stat. § 139104(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.

17.   **INDEMINIFICATION**

**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.

18.   **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.

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**SPECIAL PROVISIONS**

**PROPOSALS MUST BE SUBMITTED THROUGH THE ONLINE SUBMISSION SYSTEM BY 11:59 PM MOUNTAIN TIME ON: June 18, 2018.**

**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 is believed to be confidential, they must include a statement justifying their basis for such.

1.      **STATE PARTIES**

a.      This Request for Proposal (RFP) is issued by the Wyoming Business Council.

b.      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 “State” incorporates all parties to the RFP as cooperative state agencies that will be working on this project as a cohesive state unit.

c.      The Wyoming Business Council is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project.  Such agreements, etc., not bearing this signature or that of a designee are invalid insofar as contractual relations between the State and Contractor are concerned.

2.      **CONTENT AND PROCUREMENT POINTS OF CONTACT**

a.      The Wyoming Business Council is the primary point of contact from the date of release of the RFP until the Contract is fully executed and signed.

b.      Questions must be submitted through the online submission system until the time and date specified in this RFP.

c.      Written questions regarding RFP material or the procurement process shall be submitted through the online submission system until 11:59 p.m. Mountain Time, June 8, 2018.  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 the Wyoming Business Council website for answers to questions, addenda, or bid tabulations.  No telephone calls, emails, or faxes will be accepted.

d.      Written responses will be available through the Wyoming Business Council website.  Responses will not identify the firm that submitted the question.  All parties should clearly understand that only the written answers issued by the Agency are the official position on an issue, and these answers shall become part of the RFP and, by incorporation, any subsequent Contract.

3.      **RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF**

a.      From the issuance date of this RFP until a Proposer is selected and the selection is announced, Proposers are not allowed to communicate with State staff except:

                                                          i.      Procurement Section:

                                                        Ii.      Via written questions through the online submission system.

b.      For violation of this provision, the State reserves the right to reject the proposal.

4.      **EFFECTIVE DATES OF PROPOSAL**

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

5.      **ADVERTISING AWARD CONDITIONS**

A fully executed contract must be made and written approval from the State must be delivered before the successful Proposer may advertise the award of the contract or the services being provided after the contract begins. The Proposer must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Wyoming.

6.      **CONTRACT NEGOTIATIONS**

a.      The State will notify the successful Proposer and negotiate a contract under the procedures of the Wyoming Attorney General’s contract guidelines.  Proposers should submit as part of their proposal, suggested Contract language that relates to software licensing, maintenance services, and any patented or copyrighted products owned by the Contractor that will be used in meeting the RFP specifications.  The successful Contractor will be required to enter into and sign a formal Contract with the State.

b.      After review of all proposals, selected firms may be interviewed further.  A firm will be selected for contract negotiations.  The Agency will notify the most qualified firm.  Final selection will be subject to the negotiation of a satisfactory agreement on the terms and fees.  The State of Wyoming assumes no obligation to the selected firm until agreement is reached and a contract is fully executed.  If agreement on terms and fees is not reached, negotiations will be terminated, and negotiations may be initiated with the second most qualified firm.  The Agency will not negotiate concurrently with more than one firm for the same job.

c.      This RFP, the proposal, oral presentation, and any agreements entered into as part of the Contract award will become a part of the Contract and will be in effect for the duration of the Contract period.  The Contract language will take precedence over any language contained within this RFP that may conflict with the signed and fully executed Contract.

 7.      **BEGINNING WORK**

The successful proposer must not commence any work that could be billed until a valid contract has been executed. The State will not pay for any work by the Proposer prior to execution of the contract.

8.      **NON-APPROPRIATION OF FUNDS**

Obligations of the State shall cease immediately if the Wyoming State Legislature fails to appropriate, or otherwise make available funds for the Contract.  The State will use its best efforts to secure sufficient funding to cover the proposed Contract and notify the Proposer immediately of any funding insufficiency.

9.      **COPYRIGHT INFRINGEMENT**

The Proposer shall warrant that all materials and/or products or services produced hereunder will not 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 and the State’s name.  The defense of such claim will be at the Proposer’s expense.

10.   **COST OF PREPARING PROPOSALS**

All costs incurred for the preparation of this proposal and for other procurement related activities are solely the responsibility of the Proposer. The State of Wyoming will not provide reimbursement for such costs.

11.   **PROPOSAL EVALUATION**

All Proposers must meet the minimum qualifications set forth in the proposal requirements and review process in order to be considered and ranked pursuant to the criteria set forth in this RFP.

12.   **RISKS AND LIABILITY**

By submitting a proposal, a Proposer specifically assumes any and all risks and liability associated with information marked confidential in the proposal and the release of the information.  All costs incurred in preparing a response to the RFP are the responsibility of the Proposer.

13.   **ADDENDUM TO THE RFP**

The State reserves the right to amend the RFP prior to the date for proposal submission.  Addendum will be posted on the Wyoming Business Council to the corresponding RFP.

14.   **PROPERTY DAMAGE AND LIABILITY INSURANCE**

a.      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.

b.      Questions regarding required insurance coverages and limits for this project should be submitted in writing in accordance with Special Provisions, Section 2.2.

15.   **MISREPRESENTATION OF INFORMATION**

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 Procurement Services Section, preclude the Contractor from the selection process.

16.   **DISPOSITION OF PROPOSALS**

All material submitted becomes the property of the State of Wyoming, which is under no obligation to return any of the material submitted in response to the RFP.  The successful proposal shall be incorporated into the resulting contract.

17.   **LEGAL CONSIDERATIONS**

a.      This RFP is issued under the provisions of Wyo. Stat. § 9-2-1016 (1977), as amended.

b.      Proposers are charged with presumptive knowledge of all requirements of the cited authorities. Any proposal submitted by Proposer that fails to meet all published requirement of the cited authorities may, at the option of the State, be rejected without further consideration.

18.   **PROPOSER RELATIONSHIP WITH STATE**

a.      Proposer staff will have an ongoing relationship with State staff that is based on trust, confidentiality, objectivity and integrity. The Proposer will be expected to operate at all times in the State’s best interests and in a straightforward, trustworthy and professional manner.  As part of the tasks described in this RFP, the Proposer shall:

                                                         i.    Work cooperatively with the staff of State and the State’s business partners whenever required in the course of performing the functions required by the RFP and resulting contract.

                                                        Ii.   Proposer must be able to work cooperatively with the staff of other Proposer whenever required in the course of performing the functions required by the RFP and resulting contract.

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**SCOPE OF WORK**

The following scope describes the work to be completed by the contracted for a Wyoming Broadband Enhancement Plan (Plan).

The scope is organized into the following items:

1.      Statement of Purpose

2.      Scope of Services

3.      Deliverables

4.      Conditions of Work

5.      Place of Contracted Work

6.      Period of Contract

7.      Bidding & Selection Procedure

**STATEMENT OF PURPOSE**

The Wyoming Business Council (WBC) seeks to hire a contractor charged with creating a Wyoming Broadband Enhancement Plan.  The contractor will be responsible for:

1.      Developing and delivering an approved Wyoming Broadband Enhancement Plan;

2.      Working with the Broadband Manager, the Broadband Advisory Council and the Wyoming Business Council Board of Directors on the collection of information, input and creation of a Wyoming Broadband Enhancement Plan; and

3.      Consult with the Economically Needed Diversity Options for Wyoming (ENDOW) Executive Council, as necessary, for input into priorities and objectives to be incorporated into a Plan.

**SCOPE OF SERVICES**

The contractor will be responsible for submitting a response that his/her firm believes will provide the necessary requisites to complete the broadband enhancement plan set forth in SEA0036 Economic diversification-broadband services, linked below. This requires timely action, providing direction, benchmarks and goals to promote expansion of access to broadband services to unserved areas in Wyoming in accordance with the applicable Wyoming laws.

Link: <http://wyoleg.gov/2018/Enroll/SF0100.PDF>

The Wyoming Business Council anticipates public participation through meetings of the Broadband Advisory Council. Additional public participation components should be offered for consideration.

**DELIVERABLES**

The following are the expected deliverables (both tangible and intangible):

|  |  |
| --- | --- |
| ****        **Develop and submit an approved Wyoming Broadband Enhancement Plan.******        **Attend in-person meetings and phone calls of the Broadband Advisory Council and Wyoming Business Council Board of Directors, as necessary.** | ****        **High level of interaction and knowledge to assist with Plan development.** |

**CONDITIONS OF WORK**

Selected contractor(s) must:

1.      Have a place of business (office, home or otherwise) where work can be performed.

2.      Have the ability to travel within Wyoming at least 25% of the term of the contract.

3.      Speak and write in English.

4.      Minimum five years related experience preferred.

5.      Job may require extended sitting or standing, use of standard office equipment.

6.      Have no conflicts of interest in the provision of services regarding similar broadband-related projects.

7.      Have no existing or prospective financial interest, direct or indirect, contractual or otherwise, in the outcome of the project.

**PLACE OF CONTRACTED WORK**

Primary location will be Cheyenne, WY. Intrastate travel will be required. Some of the responsibilities can be conducted remotely.

**PERIOD OF CONTRACT**

The selected contractor will be contracted from the time of final acceptance of a scope of work through September 1, 2018.  The Contract may be renewed by the WBC after review on an annual basis.

**RFP SCHEDULE**

**June 5, 2018:** RFP issued

**June 8, 2018:** Questions due to the Wyoming Business Council via email by 11:59 PM MST

**June 13, 2018:** Answers to submitted questions posted on the Wyoming Business Council website

**June 18, 2018:** RFP closes; Proposals due to Wyoming Business Council by 11:59 PM MST

**June 22, 2018\*:** Top Proposers selected for interview

**June 29, 2018\*:** Successful Proposer notified / contract negotiations

**July 1, 2018\*:** Start date of work

**\*Date may vary**

Questions and proposals should be submitted via email to ApplyAtWyomingBusinessCouncil@wyo.gov.

**SCORING CRITERIA FOR EVALUATION OF WRITTEN PROPOSALS**

Proposals shall be evaluated and subsequent judgments made on the following criteria:

1.      Knowledge of telecommunications and broadband **25 Points**

2.      Similar work performed by the individual / company, references – **25 Points**

3.      Experience / education – **20 Points**

4.      Budget & Final Cost (Everything must be itemized and included in the proposal.  Nothing more will be paid outside of the Contract.) – **15 Points**

1. Wyoming Company – **5 Points**
2. Identification of cost savings measures – **5 points**

7.      Detail and organization of proposal – **5 Points**

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

**NOTE:**  Candidates should demonstrate a background in broadband and provide relevant information related to Wyoming’s primary objectives (expansion in unserved areas, business corridors, economic development and quality of life).

**ADDITIONAL INFORMATION FOR WYOMING COMPANY APPLICANTS:**  Operating as a Wyoming company is not a requirement for proposers responding to this RFP.  Companies that qualify as Wyoming Residents will receive five percent (5%) of the total points possible if they provide proof of Wyoming Residency as defined in state statute.  According to Wyoming state statute W.S. 16-6-101, (a) (i), which 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](http://legisweb.state.wy.us/).

1.      Any person who has been a resident of the state for one (1) year or more immediately prior to proposing on the RFP;

2.      A partnership or association, each member of which a resident of the state for has been one (1) year or more immediately prior to proposing on the RFP;

3.      A corporation organized under the laws of the state with at least fifty percent (50%) of the issued and outstanding shares of stock in the corporation owned by persons who have been residents of the state for one (1) year or more prior to proposing on the RFP, and which maintains its principal office and place of business within the state, and the president of the corporation has been a resident of the state for one (1) year or more immediately prior to proposing on the RFP;

4.      A corporation organized under the laws of the state which has been in existence in the state from one (1) year or more and whose president has been a resident of the state for one (1) year or more immediately prior to proposing on the contract and maintains its principal office and place of business within the state. If at least fifty percent (50%) of the issued and outstanding shares of stock in the corporation are owned by nonresidents, shares of the corporation shall:

a.      Have been acquired by nonresidents one (1) year or more immediately prior to proposing on the RFP or;

b.      Be publicly traded and registered under Section 13 or 15(d) of the Securities Exchange Act of 1934 for one (1) or more classes of its shares;

5.      A limited partnership organized under the laws of the state and which maintains its principal office and place of business in the state and the general partners of which have been residents of the state for at least one (1) year or more immediately prior to proposing on the RFP;

6.      A registered limited liability partnership organized under the laws of the state and which maintains its principal office and place of business in the state and each member of which has been a resident of the state for one (1) year or more immediately prior to proposing on the RFP or;

7.      A limited liability company organized under the laws of the state and which maintains its principal office and place of business in the state and the managing members or the appointed managers of which have been residents of the state for one (1) year or more immediately prior to proposing on the RFP:

a.      “Principal office” and “principal place of business” shall have the meaning as the department of employment determines, consistent with the purpose of this act, by rule and regulation;

b.      This act means W.S. 16-6-101 through 16-6-119.

**EVALUTION METHODOLOGY & PAYMENT**

**OVERVIEW**

Evaluation Committees:  The Agency will conduct a comprehensive, fair, objective and impartial evaluation of proposals received in response to this RFP.  Proposals will be evaluated by the Evaluation Committee.  The Evaluation Committee is made up of members representing the project subject expertise.  The Evaluation Committee will review and score all proposals.

**COMPLIANCE WITH MANDATORY REQUIREMENTS**

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

**COST ANALYSIS**

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 PROPOSAL**

The Wyoming Business Council will be the sole authority with respect to the evaluation of proposals.  The firm that best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. After each criterion is evaluated, the Wyoming Business Council may either conduct interviews with Proposers with the highest total number of points or directly select a Proposer that best meets the conditions of the criterion.  The Wyoming Business Council reserves the right to accept an entire proposal, a partial proposal, a single component proposal or no proposal at all.

**PAYMENT TERMS (IF APPLICABLE):**

The Wyoming Business Council will negotiate payment terms based upon the schedule to be determined by the Contractor and the State.  Payments of invoices will be based upon the Contractor successfully completing the deliverables within the stated deadlines, and upon the Agency’s written acceptance of the deliverables and / or services.

**PROPOSAL PRICE SHEET**

The undersigned agrees to provide a Wyoming Broadband Enhancement Plan to the Wyoming Business Council in accordance with the Request for Proposal, General Provisions, Special Provisions, and Proposal Price Sheet.

|  |  |
| --- | --- |
| **Wyoming Broadband Enhancement Plan****LUMP SUM PRICE   (Written in Words and Number)** | **$** |
|  |    |

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

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

b.      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.

c.      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.

d.      Proposer will comply with all Federal regulations, policies, guidelines and requirements.

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

2.      **GENERAL INFORMATION:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Proposer Name** |  |  |  | **Phone** |  |
| **Email Address** |    |   |   |   Country   |    |
| **Mailing Address** |    |   |   |   |   |
| **City** |    |   State   |    |   Zip   |    |
|  |   |   |   |   |   |

3.      **OWNERSHIP AND CONTROL (please mark):**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sole Proprietorship** |  | **General Partnership** |  |
| **Corporation** |    | Limited Partnership   |    |
| **Limited Liability** |    |    |    |
| **OTHER:** |    |   |   |

**If Proposer is a sole proprietorship, list:**

Beginning date as owner of sole proprietorship:

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

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 Contractor.  Contractor shall ensure that all annual filings and corporate taxes due and owing the Wyoming Secretary of State’s office are up-to-date before signing the Contract.  Please contact the Wyoming Secretary of State’s Office, Corporate Division at +1 (307) 777-7311 for assistance.

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

|  |  |
| --- | --- |
| **Name (Printed or Typed)** | **Title** |
|  |    |
|  |    |
|  |    |

**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 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)   |