

STATE OF WYOMING  
DEPARTMENT OF ADMINISTRATION AND INFORMATION  
PROCUREMENT SECTION  
2323 CAREY AVENUE  
CHEYENNE, WY 82002

REQUEST FOR PROPOSAL NUMBER 0099-G

OFFICE OF TOURISM

## **PUBLIC AND MEDIA RELATIONS**

PROPOSAL DUE DATE AND TIME  
DECEMBER 8, 2021 – 2:00 P.M. MOUNTAIN TIME

PURCHASING REPRESENTATIVE: DEBI WALKER  
E-MAIL ADDRESS: [debi.walker@wyo.gov](mailto:debi.walker@wyo.gov)  
TELEPHONE NUMBER: (307) 777-6707

OFFICE OF TOURISM  
REPRESENTATIVE: KRISTY SIMOLA

**TABLE OF CONTENTS**  
OFFICE OF TOURISM  
R.F.P. NUMBER 0099-G

	PAGES
Section 1: Request for Proposal	3-4
Section 2: General Provisions	5-6
Section 3: Special Provisions	7-9
Section 4: Key Dates	10
Section 5: Scope of Work	11-15
Section 6: Evaluation Methodology	16
Section 7: Proposal Price Sheet	17-18
Section 8: Sample Contract	19-27

## **SECTION 1: REQUEST FOR PROPOSAL**

### **1. SUBMISSION OF PROPOSALS:**

The A&I Procurement Office will receive proposals for providing a qualified public relations firm for services that include, but are not limited to, the development and implementation of a media, public relations and influencer programs FOR THE STATE OF WYOMING, OFFICE OF TOURISM, (Tourism) through the public purchase online bidding system. Proposals are due no later than DECEMBER 8, 2021, 2:00 p.m. Mountain Time.

- 1.1. Proposals should be accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. All proposals should be uploaded on the public purchase online bidding system. Proposals sent by FAX, email, or paper copy may be rejected.
- 1.2. Proposals should be submitted through the public purchase online bidding system on or before the time and date specified. Proposals received after the time and date specified may be rejected.
- 1.3. The State of Wyoming reserves the right to withdraw this Request for Proposal, without cause, at any time before a contract has been fully signed and submitted to the A&I Procurement Office.

### **2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:**

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

### **3. PREPARATION OF PROPOSALS:**

- 3.1. A proposal may be rejected if it modifies any of the provisions, specifications, or minimum requirements of the Request for Proposal.
- 3.2. In case of error in the extension of prices in the proposal, unit prices will govern.

### **4. AWARD AND CONTRACT INFORMATION:**

- 4.1. The State of Wyoming will ensure that minority business enterprises are afforded full opportunity to submit proposals. The State of Wyoming will not discriminate on the grounds of age, race, color, sex, creed, national origin, or disability status.
- 4.2. The proposer also agrees that should it be awarded a contract, it will not discriminate against any person who performs work under the contract because of age, race, color, sex, creed, national origin, or disability. In addition, the successful proposer shall comply with the Americans with Disabilities Act and the Wyoming Fair Employment Practices Act.
- 4.3. The proposer expressly warrants to the State that it has the ability and expertise to perform the contract if awarded. In doing so it shall use the highest standards of professional workmanship.

- 4.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Office of Tourism will award the contract to the firm determined to have the most responsive and responsible proposal.
- 4.5. The successful proposer will be required to agree to and execute a formal contract with Tourism containing terms required by the Attorney General with reasonable adjustments acceptable to State.
- 4.6. If applicable, the State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon Tourism's written acceptance of the deliverables or services.

DATED: NOVEMBER 10, 2021

STATE OF WYOMING  
Procurement Section  
DEBI WALKER

## **SECTION 2: GENERAL PROVISIONS**

### **1. INSURANCE:**

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

### **2. LAWS TO BE OBSERVED:**

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

### **3. ASSIGNMENT:**

- 3.1 The proposal shall not be assigned by the proposer. Third party participation is authorized only as a joint venture that shall be clearly stated in detail in the proposal and signed by all parties participating.
- 3.2 The proposer shall not enter into any subcontracts for any of the work contemplated under this Request for Proposal without the State's prior written authorization.

### **4. ACCOUNT REPRESENTATIVE:**

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

### **5. EXTENSION AND AMENDMENT:**

- 5.1 The proposer and the State covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the State, be extended one year at a time for a total contract period not to exceed three (3) years.

### **6. AUDIT AND ACCESS TO RECORDS:**

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

### **7. CONFLICT OF INTEREST:**

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

### **8. NO FINDER'S FEE:**

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

### **9. SOVEREIGN IMMUNITY:**

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

**10. INDEMNIFICATION:**

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

**11. APPLICABLE LAW/VENUE:**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## SECTION 3: SPECIAL PROVISIONS

**PROPOSALS SHOULD BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 p.m. MOUNTAIN TIME ON: DECEMBER 8, 2021.**

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

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

### **1. STATE PARTIES:**

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

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

- 2.1 The A&I Procurement Office is the primary point of contact from the date of release of the Request for Proposal until the contract is fully executed.
- 2.2 Written questions about the procurement process should be submitted through the Public Purchase online bidding system until 2:00 p.m. Mountain Time, NOVEMBER 19, 2021. Any questions received after the deadline may not be accepted or considered. **Each question should be submitted individually.** It is the proposer's responsibility to check the Public Purchase system for answers to questions, addenda, or bid tabulations. Telephone calls, emails, or faxes may not be accepted.
- 2.3 Written responses will be available through the Public Purchase online bidding system. Responses will not identify the firm that submitted the question. Only the written answers issued by Tourism are the official position on an issue, and these answers shall become part of the Request for Proposal.

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

- 3.1. Until a proposer is selected and the selection is announced, proposers are not allowed to communicate with State staff except:
  - 3.1.1. Procurement Section;

3.1.2. Via written questions through the Public Purchase online bidding system.

3.2. If a proposer violates, the State reserves the right to reject the proposal.

**4. EFFECTIVE DATES OF PROPOSAL:**

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

**5. ADVERTISING AWARD CONDITIONS:**

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

**6. CONTRACT NEGOTIATIONS:**

6.1. The Agency will notify the most qualified/successful proposer and negotiate a contract in accordance with the Wyoming Attorney General's contract guidelines. The successful proposer will be required to enter into and sign a formal contract with the State.

6.2. In the event the successful proposer fails to reach an agreement with the Agency, negotiations will be terminated, and at the Agency's sole discretion, negotiations may be initiated with the next most qualified/successful proposer, or the RFP may be withdrawn or reissued. This process will be followed until an agreement is reached, or until the Agency determines that the RFP will be withdrawn or reissued. The Agency assumes no obligation to a selected proposer until an agreement is reached and a contract is fully executed. The Agency will not negotiate concurrently with more than one proposer for the same award.

**7. BEGINNING WORK:**

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

**8. COPYRIGHT INFRINGEMENT:**

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

**9. COST OF PREPARING PROPOSALS:**

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

**10. RISKS AND LIABILITY:**

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



**11. AMENDMENTS:**

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

**12. PROPERTY DAMAGE AND LIABILITY INSURANCE:**

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

**13. MISREPRESENTATION OF INFORMATION:**

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

**14. DISPOSITION OF PROPOSALS:**

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

**15. LEGAL CONSIDERATIONS:**

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

**16. PROPOSER RELATIONSHIP WITH STATE:**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## SECTION 4: KEY DATES

The following schedule of events is subject to change at the sole discretion of the Department of OFFICE OF TOURISM.

Event Description	Date	Time
RFP Released	11/10/2021	N/A
Closing Date for Questions	11/19/2021	2:00 P.M. MT
Proposal Submission Due Date	12/08/2021	2:00 P.M. MT
Tentative Contract Award Date	01/11/2022	N/A
Tentative Work Begins Date	03/01/2022	N/A

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## SECTION 5: SCOPE OF WORK

### **About the Wyoming Office of Tourism:**

The Wyoming Office of Tourism (Tourism) is committed to inspiring overnight leisure travel from key markets, both domestic (U.S.A.) and international. Tourism will continue to optimize statewide economic impact by delivering innovative, effective marketing, public relations and partnership programs. This includes finding compelling stories and narratives that resonate with Wyoming's audience.

As the least populated state and last bastion of the West, Wyoming is the eternal proving ground for the brave, independent spirit. Wyoming leans into Western culture and breathtaking landscapes as its foundation, and Tourism brings it to life. The "That's WY" brand platform is designed to connect with audiences on a deeper emotional level. Grand visual statements are paired with thoughtful philosophical statements that tap into the mindset of those seeking a unique, grand experience. Everything Wyoming does is meant to capture the "epic intimacy" one feels when traveling here, unleashing uninhibited spirit of adventure in the Great State of Wyoming.

Tourism deploys a fully integrated marketing campaign and measures consumer conversion paths across the trip planning lifecycle. Understanding the consumer and the trip planning lifecycle allows Tourism to provide more responsive and personalized content to not only inspire visitors to travel to and within Wyoming, but also to help shift consumer behavior—dispersing visitors to lesser-known attractions and encouraging shoulder season travel.

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

### **Our Mission:**

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

### **DESCRIPTION OF WORK**

Tourism is seeking a qualified public relations firm for services that include, but are not limited to, the development and implementation of a media, public relations and influencer programs.

#### **A. General Information**

Tourism conducts regional, national and international PR and advertising campaigns to attract visitation to the state with the support of a variety of Tourism vendors. Resources to Tourism's research, press room, marketing strategy, brand guidelines, campaigns and partner opportunities can be found in the following locations:

Tourism Website: [travelwyoming.com/](https://travelwyoming.com/)

Tourism Press Room: [travelwyoming.com/press](https://travelwyoming.com/press)

Tourism Industry Partner Website: [industry.travelwyoming.com/industry](https://industry.travelwyoming.com/industry)

Tourism Research: [industry.travelwyoming.com/industry/research](https://industry.travelwyoming.com/industry/research)

Proposers can also access an example of the 2022 That's WY brand evolution [here](#).

#### **B. Services Required**

### **PUBLIC RELATION AND MEDIA STRATEGY**

The Successful Proposer will provide high quality public relation and media initiatives, including but not limited to the following. If these services do not currently exist in-house, please indicate how the capability will be added and service will be provided.

- Create attention grabbing PR campaigns that support dispersed visitation throughout the entire state of Wyoming.
  - Create and implement an annual regional, national and international media outreach strategy (consumer and industry outlets) that aligns with Tourism's overall brand voice. A PR and media outreach strategy including ongoing media pitching, creating press releases, fulfillment of media requests, coordination of press trips, media and PR events (receptions, blitzes, deskside appointments, etc.) in target media and geographic markets.
  - Amplify share of voice through increased media exposure, social content and influencer marketing to differentiate Wyoming from other mountain west states.
  - Increase media coverage and visitor interest to lesser-known Wyoming locales, while facilitating responsible travel to Wyoming's highly visited points of interest.
  - Create and implement a strategy to encourage responsible travel through the WY Responsibly content pillar to be mindful stewards of Wyoming's land, wildlife, culture and communities.
  - Collaborate and support initiatives and programs to celebrate Yellowstone National Park's (YNP) 150<sup>th</sup> anniversary as the first national park in 2022, while also facilitating responsible travel to sustain YNP for another 150 years.
- Provide strategic input and develop synergies with Wyoming's editorial and social team to create key messaging, storylines and other content opportunities for Tourism's owned channels and media relations. Along with keeping Tourism informed on travel-related trends to best maximize PR efforts.
- Create and support Tourism's crisis communication plans, including but not limited to COVID-19, federal government shutdowns and wildfires.
- Create and support Tourism's corporate communication strategy, including but not limited to budget narratives, annual reports, etc.

**BRAND INTEGRATION:** Proposer shall possess a deep understanding and knowledge of the Wyoming brand as well as provide direction on how to integrate public relations into Tourism's paid media strategy and consumer advertising. Proposer will collaborate and facilitate projects with Tourism's national agency of record (AOR) to ensure Wyoming's brand voice and messaging is consistent and seamless throughout all platforms.

**EXPERIENCE IN BUILDING RELATIONSHIPS AND PARTNERSHIPS:** Proposer shall possess the ability to build strong relationships and partnerships with journalists, bloggers, influencer, along with Wyoming's tourism industry. This would include developing a strategic public relations and media outreach plan and editorial calendar that includes daily, monthly and quarterly outreach to key travel writers, journalists and influencers. Along with developing Tourism partner opportunities that raise the visibility of Wyoming's product offerings and experiences. Partner opportunities can include but are not limited to in-market press trips, media leads and in-market trainings and roundtables to cultivate Wyoming story ideas and educate on best ways to work with media and influencers.

**RESEARCH AND REPORTING:** Proposer shall work with Wyoming's research team in creating PR and media dashboard, reports and contribute to other research projects as needed. Reach and tracking will include a database for all media contacts for print, social, digital and broadcast outlets. These lists, both geographically and demographically, will be developed in alignment with Wyoming's brand and strategic objectives and will be shared with Tourism to use at their discretion. Additionally, Proposer shall track and report all earned media

coverage, engagement, reach and value (print, digital, social and broadcast) on a monthly, quarterly and annual basis, including program ROI and qualitative measurement results.

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

**COMMUNICATION WITH TOURISM:** There will be constant contact between Tourism staff, including the PR and Media Manager, Communication Senior Coordinator and Senior Director of Brand Strategy. The Successful Proposer will also collaborate and facilitate projects with other Tourism departments, including Global Partnerships and Business Operations. Travel by the Successful Proposer to meetings with Tourism in Cheyenne should be covered by the Proposer. The Successful Proposer will also be required, at the expense of the Successful Proposer, to send a representative to the annual Wyoming Governor's Conference on Hospitality and Tourism in Cheyenne, Wyoming at a date to be announced and the Fall Hospitality Summit, at a location in Wyoming to be determined and date to be announced.

**Written Response Questionnaire:**

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

1. Proposer name, address, phone number and email.
2. History of Proposer (one page or less).
3. Ownership structure and the names, titles and length of service of principals.
4. Name, title and short resume of who will be assigned to the Wyoming account.
5. List other employees that will serve the Wyoming account and the skill/experience they will bring. Provide an organizational chart of the Proposer's assigned Wyoming Team and the estimated percentage of time each team member will spend on the Wyoming account along with other accounts to which they are currently assigned.
6. Describe key personnel's current or past experience with tourism clients and identify any current clients posing a possible conflict of interest.
7. Current clients, years of service and reference contact information for each. Identify any current clients posing a possible conflict of interest.
8. Total annual billings 2019, 2020 and anticipated 2021.

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

9. Description of Proposer's public relations experience and capabilities, especially as it relates to DMOs and other tourism clients, including: regional and national public relations strategies and campaigns, brand management, media blitzes, special events, crisis management, corporate communication, press trips and international media experience.
10. Description of Proposer's success in elevating visibility for Tourism clients, with information that includes strategy, proven campaigns and forward-thinking PR efforts.
11. Using a specific example, explain an experience or success with a Tourism PR program (case studies, campaigns, partnerships, events, etc.). Please include campaign overview, objectives, research, strategy and tactics, opportunities, challenges, deliverables, measurement and results.
12. Description of Proposer's experience with media relations, including examples of connections with travel and lifestyle media in key target markets (i.e. New York City, Chicago, Los Angeles, Dallas, etc.).
13. Proposal of a creative Wyoming Tourism public relations campaign, with emphasis on lesser-known locales. Proposal should also include Proposer's understanding of Wyoming's tourism product, brand voice, political climate and how to stand out in today's travel environment and competition.
14. Provide writing samples and/or a communication plan with draft press releases, media pitches and messaging and talking points for a Tourism client.

**Proposed Pricing Structure:**

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

**Scoring Criteria for Evaluation of Written Proposals:**

- **(10 points)** - Experience and qualification of members assigned to the Wyoming Tourism account. Special attention will be given to the skills of management assigned to the Wyoming account, the Account Director and support staff.
- **(5 points)** - Evidence that the Proposer has past successful experience in conducting national public relations campaigns, media relations for Tourism clients, and how PR efforts can ladder back to an overall paid marketing campaign.
- **(15 points)** – Evaluation of one (1) relevant example of finished Proposer-produced campaigns, including samples of how the proposer used research, pitches, press releases, events, press trips, media lists, partnerships, etc. to successfully move the client’s business forward and elevate visibility for the client.
- **(15 points)** – Evaluation of a sample Wyoming Tourism PR campaign with evidence that the Proposer understands Wyoming’s tourism product, the That’s WY Brand guidelines and the ability for Wyoming to stand out among other mountain west destinations.
- **(15 points)** – Pricing structure.
- **(3 points)** – Wyoming company (\*\*Note: Wyoming “resident” companies must be proven and verified prior to submitting written proposals in order to receive the ten (10) points.)

**Total points possible for written proposal: 63**

\*\*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>.

**Scoring Criteria for Evaluation of Oral Presentations:**

- **(10 points)** - Provide introduction to the specific team that will be assigned to the Tourism account and a brief overview of the agency.
- **(55 points)** - Proposers shall provide samples of PR and media programs and campaigns that demonstrate an understanding of the Wyoming brand and locales throughout the state. As well as recommendations on partner opportunities, such as media trainings, press trip strategy, etc. Programs should include, but are not limited to research, objectives, strategy, pitch calendars, media tracking, partnerships, events and unique and distinctive media planning. The proposing agency should demonstrate their overall abilities and capabilities (current and proposed) of the elements of public relations that are relevant to Wyoming’s needs, showcase their ability to handle and properly service an account of this scope and size.
- **(25 points)** - Provide a speculative public relations effort for Wyoming, with a particular emphasis on strategic positioning, media strategy, media pitching and media tracking. Include specific information on how the proposing agency has arrived at the concept to take Wyoming Tourism efforts into the future and take the office forward. Describe the analysis and insight into Wyoming’s market position, market share and market potential that was used to develop this concept.
- **(10 points)** Other unique and relevant benefits that the proposing agency brings to the table.

**Total points possible for oral presentation: 100**

Each Proposer will be judged on each of the criteria described in this RFP and the Proposers that receive the highest scores on the written phase, up to six (6), will be considered a finalist and will be asked to make in-person Oral Presentations to the Tourism Selection Committee. Proposers will be responsible for all expenses associated with the oral presentation, including travel. These finalists will be judged on the oral presentation criteria following the presentation phase, and the Proposer with the highest aggregate score from the Tourism Selection Committee will be the Successful Proposer and will proceed to Contract negotiations.

## **SECTION 6: EVALUATION METHODOLOGY**

### **1. OVERVIEW:**

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

### **2. COMPLIANCE WITH MANDATORY REQUIREMENTS:**

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

### **3. COST ANALYSIS:**

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

### **4. FINAL RANKING OF PROPOSALS:**

4.1. The State of Wyoming will be the sole authority for evaluating proposals. The firm that best meets the conditions of each of the criterion will be awarded the highest (not necessarily maximum) points for that criterion. The balance of the proposals will be rated based on their evaluated points. After each criterion is evaluated, the proposer with the highest number of points will be notified. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed in the best interest of the State to do so.

### **5. PAYMENT TERMS (IF APPLICABLE):**

5.1 The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon Tourism's written acceptance of the deliverables or services.

### **6. RIGHT OF OWNERSHIP AND MARKETING OF INTELLECTUAL PROPERTY AND INTELLECTUAL ASSETS SUBMITTED FOR THE RFP (IF APPLICABLE):**

6.1. It is acknowledged and agreed that the only party with a right to market, trademark, patent, copyright, or any like right to any intellectual property and intellectual assets submitted in relation to the Request for Proposal shall be and is solely vested in the State. This includes all intellectual property and intellectual assets related to both the written proposal and the oral presentation and any and all documents, pitches, products, media pitches, web screens, layouts, etc. produced for the written proposal and the oral presentation, and any updates, changes, alterations, or modifications to or derivative works.



## SECTION 7: PROPOSAL PRICE SHEET

The undersigned agrees to provide a qualified public relations firm for services that include, but are not limited to, the development and implementation of a media, public relations and influencer programs to the OFFICE OF TOURSIM in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0099-G.

DESCRIPTION	LUMP SUM PRICE (Written in Words and Number)
PUBLIC AND MEDIA RELATIONS	
	\$

1. BY SUBMITTING A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.2 Proposer has not and will not attempt to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all applicable state and federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal has not been knowingly disclosed by the proposer nor will they be disclosed prior to an award.

2. GENERAL INFORMATION:

Proposer Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
Email Address \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Employer Identification Number \_\_\_\_\_

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

\_\_\_\_\_Sole Proprietorship

\_\_\_\_\_General Partnership

\_\_\_\_\_Corporation

\_\_\_\_\_Limited Partnership

\_\_\_\_\_Limited Liability

\_\_\_\_\_Other\_\_\_\_\_

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

If the proposer is a sole proprietorship, list:

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

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

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

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

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

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

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

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

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

#### **VENDOR VERIFICATION**

I certify under penalty of perjury that I am a responsible official (as identified above) for the business entity described above as the proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions that can lead to fines or imprisonment.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title) (Typed or Printed)

\_\_\_\_\_  
(Date)

Downloaded from publicpurchase.com

## SECTION 8: SAMPLE CONTRACT

CONTRACT BETWEEN \_\_\_\_\_

AND

1. **Parties.** The parties to this Contract are \_\_\_\_\_, whose address is: \_\_\_\_\_, and \_\_\_\_\_ (Contractor), whose address is: \_\_\_\_\_.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall [Insert a brief description of what Contractor is to do].
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through [Insert ending date]. All services shall be completed during this term.
4. **Payment.**
  - A. \_\_\_\_\_ agrees to pay the Contractor for the services described [Insert either "in Section 5 below" or/and "in Attachment A, 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 [Insert when the Contractor will be paid, for example: "when services are completed", "in accordance with the pay schedule attached hereto as Attachment B and incorporated herein by reference" or other appropriate time period. Remember to only use the "incorporation" language the first time you refer to the attachment.]. 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 Tourism.
  - C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Contractor is expected to procure the most cost efficient travel arrangements.
    - (i) Air Travel. Tourism agrees to reimburse the Contractor's air travel expenses related to the performance of this Contract. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Contractor must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Contractor shall book economy class fares for all domestic travel. First class bookings are not reimbursable. \_
    - (ii) Car Rental. Tourism agrees to reimburse the Contractor's car rental expenses related to the performance of this Contract. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Contractor must select the lowest rental rates for an appropriate vehicle.
  - D. **Lodging.**

Tourism agrees to reimburse Contractor's lodging expenses related to the performance of this Contract. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Contractor shall only invoice Tourism for the basic room rate, taxes, and lodging fees. Tourism is not responsible for incidentals or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which Tourism shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

**E. Meals.**

Tourism agrees to reimburse Contractor's meal expenses related to the performance of this Contract. Meal expenses shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice.

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

6. **Responsibilities of Tourism.** Tourism agrees to:

7. **Special Provisions.**

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 Tourism.

D. **Audit and Access to Records.** Tourism 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 Tourism, 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 Tourism.

E. **Availability of Funds.** Each payment obligation of Tourism 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 Tourism at the end of the period for which the funds are available. Tourism 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 Tourism in the

event this provision is exercised, and Tourism 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.** Tourism 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 Tourism in all such cases.
- G. Certificate of Good Standing.** The Contractor shall provide to Tourism 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 Tourism for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Tourism within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Tourism.
- 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 language of this Contract shall control.
- 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 Tourism 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, Tourism, 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 Tourism or to incur any obligation of any kind on behalf of the State of Wyoming or Tourism. 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 Tourism 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 Tourism 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 Tourism may, at its discretion, terminate or renegotiate the Contract.
- S. Ownership and Return of Documents and Information.** Tourism is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to Tourism 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 Tourism's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Tourism-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Tourism confirming the destruction of any such residual Tourism-owned data.
- S. Ownership and Return of Documents and Information.** Tourism is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the

performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to Tourism 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.

- 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 Tourism 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.
- 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 Tourism 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 Tourism. 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, Tourism may, at Tourism's option, obtain and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as Tourism 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)** Tourism 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 Tourism 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 Tourism 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 Tourism as the sponsoring agency and shall not be released without prior written approval from Tourism.
- 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 Tourism 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. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Contract, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. 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 Tourism upon thirty (30) days written notice. This Contract may be terminated by Tourism 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 Tourism, the work is not progressing satisfactorily or within the terms of this Contract, then, at the sole discretion of Tourism and after written notice to the Contractor, Tourism 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

Tourism; however, the Contractor shall be liable to Tourism 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 Tourism.

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

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

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

**WYOMING OFFICE OF TOURISM**

\_\_\_\_\_  
Diane Shober, Executive Director

\_\_\_\_\_  
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**

\_\_\_\_\_  
**Attorney General**

\_\_\_\_\_  
Date