

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

REQUEST FOR PROPOSAL NUMBER 0271-G

DEPARTMENT OF FAMILY SERVICES  
CHILD SUPPORT PROGRAM (CSP)

## **OUTREACH & MARKETING SERVICES**

PROPOSAL DUE DATE AND TIME  
MAY 24, 2022 – 2:00 P.M. MOUNTAIN TIME

PURCHASING REPRESENTATIVE: DEBI WALKER  
E-MAIL ADDRESS: DEBI.WALKER@WYO.GOV  
TELEPHONE NUMBER: (307) 777- 6707

DEPARTMENT OF FAMILY SERVICES  
REPRESENTATIVE: DENISE DUNN

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R.F.P. NUMBER 0271-G

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# SECTION 1: REQUEST FOR PROPOSAL

## 1. SUBMISSION OF PROPOSALS:

The A&I Procurement Office will receive proposals for providing outreach services as defined in Section 5 of this document for the Wyoming Child Support Program in an effort to raise awareness of the program and assist in increasing the child support caseload for the State Of Wyoming, Department of Family Services (Agency) through the Public Purchase online bidding system. Proposals are due no later than MAY 24, 2022, 2:00 p.m. Mountain Time.

The technical proposal and cost proposal should be uploaded as separate documents and identified as such.

- 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 A&I Procurement Office will award the contract to the firm determined to have the most responsive and responsible proposal by the Department of Family Services.
- 4.5. The successful proposer will be required to agree to and execute a formal contract with the State containing terms required by the Attorney General with reasonable adjustments acceptable to the State.
- 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 the Agency's written acceptance of the deliverables or services.

DATED: APRIL 26, 2022

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

**10. INDEMNIFICATION:**

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

**11. APPLICABLE LAW/VENUE:**

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

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## SECTION 3: SPECIAL PROVISIONS

**PROPOSALS SHOULD BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 p.m. MOUNTAIN TIME ON: MAY 24, 2022.**

**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 Department of Family Services (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 Department of Family Services 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, MAY 10, 2022. Any questions received after the deadline may not be accepted or considered. **Each question should be submitted individually.** It is the proposer's responsibility to check the Public Purchase system for answers to questions, addenda, or bid tabulations. Telephone calls, emails, or faxes may not be accepted.
- 2.3. Written responses will be available through the Public Purchase online bidding system. Responses will not identify the firm that submitted the question. Only the written answers issued by the Agency are the official position on an issue, and these answers shall become part of the Request for Proposal.

### **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 State will notify the most qualified/successful proposer and negotiate a contract in accordance with the Wyoming Attorney General's contract guidelines. The successful proposer will be required to enter into and sign a formal contract with the State.
- 6.2. In the event the successful proposer fails to reach an agreement with the State, negotiations will be terminated, and at the State's sole discretion, negotiations may be initiated with the next most qualified/successful proposer, or the RFP may be withdrawn or reissued. This process will be followed until an agreement is reached, or until the State determines that the RFP will be withdrawn or reissued. The State assumes no obligation to a selected proposer until an agreement is reached and a contract is fully executed. The State will not negotiate concurrently with more than one proposer for the same award.
- 7. BEGINNING WORK:**
- 7.1. The successful proposer may not perform any work that could be billed until a contract has been executed. The State will not pay for any work by the proposer before a contract is executed.
- 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 the Agency 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.

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## SECTION 4: KEY DATES

The following schedule of events is subject to change at the sole discretion of the Department of Family Services.

Event Description	Date	Time
RFP Released	April 26, 2022	N/A
Closing Date for Questions	May 10, 2022	2:00 P.M. MT
Proposal Submission Due Date	May 24, 2022	2:00 P.M. MT
Tentative Contract Award Date	June 29, 2022	N/A
Tentative Work Begins Date	October 1, 2022	N/A

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## **SECTION 5: SCOPE OF WORK**

### **1. BACKGROUND**

- 1.1 The Agency is responsible for administering a statewide child support program under the provisions of Title IV-D of the Social Security Act.
- 1.2 The Agency is soliciting proposals from qualified marketing companies to provide outreach services to achieve an increase in the child support caseload as well as public education and awareness of the Program's activities in accordance with the Child Support Program's (Program) comprehensive public relations effort.
- 1.3 A high quality image for Wyoming's Child Support Program shall be accomplished through a consistent use of the already developed logo, theme, color scheme, and style of all promotional elements; advertising, flyers, postcards, online ads, and other outreach sources.

### **2. SCOPE OF WORK**

- 2.1 The Proposer shall use consistent use of the Program's logo, theme, color scheme and style of all promotional elements including: advertising, flyers, postcards, online ads, and other outreach sources included here but not limited to the work found in this Section.
- 2.2 Facilitate and secure the following outreach methods during the term of the Contract after securing approval from the Agency:
  - 2.2.1 Outreach support in Casper, Cheyenne and other communities in Wyoming, as opportunities arise. Outreach support will target men and women living in Wyoming ages twenty to forty (20-40);
  - 2.2.2 Event outreach in Casper, Cheyenne and other communities in Wyoming. One example is Casper's Kid Fest held annually;
  - 2.2.3 Digital advertising to target Wyoming families using platforms such as Spotify, movie theaters and television;
  - 2.2.4 Event materials for giveaway to be used statewide at outreach events;
  - 2.2.5 Professional services advertisements placed throughout the state targeting referral agencies such the Wyoming Bar Association and Wyoming Public Radio;
  - 2.2.6 Social media presence and advertisements, such as Facebook, Instagram, YouTube, and Google Ads. Social media advertisements will be targeted to Wyoming residents, males and females, aged 20-40;
  - 2.2.7 Management of all social media platforms.
  - 2.2.8 Serve as the contact for all advertising platforms.
  - 2.2.9 Two (2) poster designs that will be used in offices around the state to promote Agency services;
  - 2.2.10 Five (5) ads that will be used online, and in print when necessary and other media as deemed appropriate by the Program;

- 2.2.11 Five (5) website banner ads; and
- 2.2.12 Management and hosting of CSP's existing website which can be found at: The website is currently being hosted by GoDaddy.
- 2.3 The successful proposer shall monitor and implement the promotional outreach elements to ensure consistency, quality, and message, including administering social media ads and other content needed, and outreach.
- 2.4 The successful proposer shall attend virtual meetings with program staff. During these meetings, the successful proposer shall be required to provide an update on ongoing outreach activities and provide ideas for new activities as well as provide data metrics for the different platforms.

### **3. PROPOSAL EVALUATION CRITERIA**

#### **3.1 TRANSMITTAL LETTER**

- 3.1.1 The transmittal letter for the proposal should be in the form of a standard business letter signed by an individual authorized to legally bind the proposer. The transmittal letter shall:
  - 3.1.2 State the proposers understanding of the work to be done and make a positive commitment to perform the work within the conditions stated;
  - 3.1.3 State the prices quoted are firm for the term of the contract; and,
  - 3.1.4 Give the name of the person or persons who will be authorized to represent the Proposer and who may be contacted regarding this request for proposal, their titles, addresses, and telephone numbers.
  - 3.1.5 State the proposal is valid for a six (6)-month period subsequent to the date of opening.

#### **3.2 PROPOSAL INSTRUCTIONS**

- 3.2.1 Proposals are to address each area as defined in the following proposal format. In responding, please address each question in the appropriate manner and label each response with the corresponding question alphanumeric designation.
- 3.2.2 Award shall be made in accordance with State law to the proposer who has submitted the best overall response as judged by the Director of the Agency or his designee after receiving the recommendations of the Agency Evaluation Committee. Certain questions are meant to determine whether or not you have the minimum qualifications to perform the work. Failure to answer appropriately may result in disqualification of the proposal.
- 3.2.3 Below is a list of major topic areas shall be evaluated based upon the organization, completeness, and quality of response.

#### **3.3 UNDERSTANDING THE SCOPE OF WORK - 30%**

- 3.3.1 Provide a comprehensive narrative statement illustrating understanding of the Agency's requirements of Section 5 – Scope of Work of this RFP.

3.3.2 Demonstrate the capacity to produce quality and timely products as required by this RFP.

3.3.3 Identify any pertinent issues or problems related to the work to be completed.

### **3.4 MANAGEMENT PLAN – 20%**

3.4.1 Provided a comprehensive narrative statement that sets out the management plan the proposer plans to follow to accomplish the requirements of the Scope of Work.

3.4.2 Provide a narrative or organizational chart that describes the organization of Proposer's staff (including any subcontractors). The organizational chart must illustrate the lines of authority, designate the staff member responsible and accountable for the completion of each component of the RFP, and indicate where the work will be performed.

3.4.3 Disclose whether or not there are any instances where the firm or any individuals working on the contract resulting from the RFP has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of Wyoming).

3.4.4 Disclose whether or not there are vacant positions, and if so, identify the job description of the staff member to be recruited, including minimum qualifications of the position.

### **3.5 EXPERIENCE AND QUALIFICATIONS – 40%**

3.5.1 Include a company summary including company history, office location(s), company size and financial statements for the past 2 years.

3.5.2 Substantiate that the firm has sufficient resources to complete the project successfully within time requirements.

3.5.3 Provide a summary of the most recent relevant contracts or subcontracts for the same or similar services required in this RFP for directly related projects for at least the last 3 years but not more than the most recent 5 years. The summary for each contract shall include:

- Project title and contract number (for subcontracts, provide the prime contract number and the subcontract number);
- Contract dollar amount and period of performance;
- Project description;
- Sponsoring agency and its representative(s) including contact information.

3.5.4 Provide required business references for no more than three (3) prior clients that depict relevant experience that can be brought to bear during the term of the contract. In order to ensure current expertise, all work for client references provided shall have been completed no more than three years prior to the date of this RFP.

3.5.5 State whether or not the firm has child support knowledge and previous work in providing outreach and marketing services to a child support agency. If so, expand on the firm's knowledge and work experience in this area.

### 3.6 COST PROPOSAL SCORING – 10%

Provide the cost for the outreach and/or marketing services and the cost for hosting and maintaining of the existing website as separate costs. This information should be provided in the

## 4. REQUIRED ATTACHMENTS

Proposals **shall** include required attachments. ***Failure to include required attachments may*** result in disqualification. Please explain why a required attachment is not included in the proposal. Points shall be awarded based on the content of the attachments. The following are required attachments:

- Transmittal Letter;
- Proposal Price Sheet (included);
- Technical Proposal;
- Cost Proposal;
- Organizational Chart;
- Letters of endorsement (no more than 3);
- Proof of liability insurance (\$750,000.00);
- Current audited financial statement, review of financial statements, or letter of credit for the two (2) most recent years if a Financial Statement is not available.
- Certificate of Good Standing from the Wyoming Secretary of State or other proof that the firm is able to conduct business in the State of Wyoming.

## 5. PROPOSAL EVALUATIONS

The contract shall be awarded to the proposer submitting the best evaluated proposal based on a weighted analysis of the criteria as shown below and the highest percentage points given for the oral presentation/interview, if required:

5.1	Weight Factor:
30%	Section 3.3 – Understanding of the Scope of Work
20%	Section 3.4 – Management Plan
40%	Section 3.5 – Experience and Qualifications
<u>10%</u>	Section 3.6 – Cost of Proposal
100%	Total Percent

## 6. FINAL SELECTION

- 6.1 The contract shall be awarded to the proposer submitting the best evaluated proposal as determined by the weighted analysis above.
- 6.2 The firm which best meets the conditions of the individual criterion will be awarded the highest points for that specific criterion. The balance of the proposing contractors will be rated based on their evaluated points. After each criterion is evaluated, the contractor(s) with the highest number of points will be awarded the contract(s). The evaluation committee reserves the right to recommend that no contract be awarded if it is determined that awarding a contract will not be in the best interests of the CSP.
- 6.3 The contractor and the CSP shall each designate a Contract Manager to oversee and facilitate the implementation of and compliance with the contract. Each party shall inform the other of the identity, address and phone/fax number of its Contract Manager and ensure their reasonable availability of one with the other. Proposer will identify same in the proposal and advise the CSP of any changes in writing.

**7. AMENDMENT OF RFP**

7.1 The CSP reserves the right to amend this RFP at any time. If amended within five (5) business days of the proposal submittal date, the submittal date shall be adjusted.

**8. PROPOSAL FORMAT AND CONTENT**

8.1 The proposal format has been prepared to facilitate proposer's submissions. Proposals shall address all portions of this RFP as set forth herein; however, proposers may retype and/or duplicate the forms for proposal submission, provided the revised format addresses all of the required information that appears in the prepared RFP forms. If a proposer has an exception to the scope of services, is unable to provide a listed service, or objects to any of the terms and conditions listed in the standard contract, the exceptions shall be listed in the proposal. Similarly, if a proposer is unable to provide any information requested in the RFP, that information shall be CONSPICUOUSLY LISTED along with an explanation as to why the proposer cannot fully comply with this RFP. Exception may result in disqualification of a proposal.

**9. CLARIFICATIONS AND CORRECTIONS**

9.1 The CSP reserves the right to request clarifications or corrections to proposals, to reject any and all proposals and to cancel the RFP in its entirety at sole discretion of the CSP. Any proposal received which does not meet these instructions may be considered to be "non-responsive," and the proposal may be rejected.

**10. NEGOTIATIONS**

10.1 The CSP reserves the right to negotiate further with any proposer after the proposals are opened, if such is deemed necessary at the discretion of the CSP.

10.2 After award but before signing the Contract, if the CSP fails to reach an agreement with the winning proposer, the state reserves the right to negotiate with the next best proposer.

**11. SOURCE OF FUNDS**

11.1 Funds awarded through this RFP will be 100% federal funds. No state general funds will be used. CFDA #93.564.

**12. COST REIMBURSEMENT OR FEE FOR SERVICE**

12.1 The contract awarded as a result of this RFP will be on a cost reimbursement method for services. Responsibilities, performance measures and expected outcomes will be identified in the Contract. The Contractor will be reimbursed upon the approval of an appropriate invoice within 45 days.

**13. FAITH BASED ORGANIZATIONS**

13.1 Faith based organizations are eligible to submit proposals for evaluations. All proposals will be evaluated using the same criteria.

**14. SMALL BUSINESS, WOMEN'S BUSINESS ENTERPRISES AND MINORITY-OWNED FIRMS**

14.1 The CSP shall ensure fairness in bidding and contracting procedures with small businesses, women's business enterprises, and minority-owned firms, pursuant to Federal law.

**15. PAYMENT TERMS AND CONDITIONS**

15.1 The Agency agrees to pay the Contractor for the services described in the Contract. The total payment under the Contract shall not exceed the approved contract amount.. Payment shall be made on a reimbursement basis for expenditures incurred according to an itemized statement of charges for services provided and proper documentation provided by the Contractor to the CSP detailing actual and authorized expenditures. The CSP shall pay the Contractor within forty-five (45) days after the receipt of the itemized statement of charges.

**16. AUDIT REQUIREMENTS**

16.1 If the Contractor's yearly total of contracted dollars exceeds Seven Hundred Fifty Thousand Dollars (\$750,000.00) of federal funds, regardless of the source, the Contractor is required to have a single or program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Uniform Guidance. The Contractor shall furnish the CSP a copy of the final audit, along with the Contractor's responses to the audit within thirty (30) days of receipt of such audit when funding from this program is involved. Failure to comply with this provision will impact payment for services and may impact future contracts.

**RIGHT TO AWARD CONTRACT**

1. The CSP retains the right to negotiate with proposers or reject any and all proposals. The successful award shall meet the intent of funding and be the most advantageous to the goals of the CSP.
2. The successful proposer shall demonstrate the ability to document, coordinate and integrate project activities with direct project costs and expected outcomes that best meet the intent of the funding.
3. The CSP shall require performance based on contracts. An example of a performance requirement is that the successful proposer shall meet all performance standards addressed in their proposal and in this RFP.

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## **SECTION 6: EVALUATION METHODOLOGY**

### **1. OVERVIEW**

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



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)