

STATE OF WYOMING
DEPARTMENT OF ADMINISTRATION & INFORMATION
GENERAL SERVICES DIVISION, PROCUREMENT SECTION
2323 CAREY AVENUE
CHEYENNE, WY 82002

REQUEST FOR PROPOSAL NUMBER 0000-N

AGENCY NAME
AGENCY DIVISION (OPTIONAL)

RFP TITLE

PROPOSAL DUE DATE AND TIME
MONTH, DAY, YEAR – 2:00:00 P.M. MOUNTAIN TIME

AGENCY REPRESENTATIVE:
AGENCY REPRESENTATIVE NAME

PROCUREMENT REPRESENTATIVE:
BUYER NAME
EMAIL ADDRESS
TELEPHONE NUMBER

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SECTION 1: REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

The A&I Procurement Office will receive proposals for providing <Provide a brief description of the scope of work as identified in the RFP or the name of the solution/system> for the State of Wyoming, Agency (Agency) through the Public Purchase online bidding system. Proposals are due no later than 2:00:00 P.M. (Mountain Time) on Month Day, Year.

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 facsimile, email or paper copy may be rejected.
- 1.2. Proposals should be submitted through the Public Purchase online bidding system on or before the date and time specified. Proposals received after the date and time 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 fails to furnish the service agreed upon 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 will be 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 their firm be awarded a contract, it will not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin or disability. In addition, the successful proposer shall comply with the Americans with Disability 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 **Agency**.

- 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: **Month Date, Year**

State of Wyoming
Procurement Section
Buyer: **Buyer Name**

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.

- 1.2. (REMOVE IF RFP IS **NOT** IT RELATED) The contract between the successful proposer and the State shall require cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by successful proposer and shall include, but not limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or description of electronic information, release of private information, alteration of electronic information, extortion and network security, with minimum limits as follows:

1.2.1. \$2,000,000.00 each occurrence; and

1.2.2. \$2,000,000.00 general aggregate.

1.2.3. Coverage should include breach response, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations. Higher limits may be required when the contract involves large amounts of protected information or is high risk.

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, bylaw, ordinance, regulation, order or decree whether by himself 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 original 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. EXTENSION AND AMENDMENT:

- 4.1. 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. (Agency may modify reasonably to suit project needs)

5. AUDIT AND ACCESS TO RECORDS:

- 5.1. 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.

6. CONFLICT OF INTEREST:

- 6.1. 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 purchases of the proposal.

7. NO FINDER'S FEE:

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

8. SOVEREIGN IMMUNITY:

- 8.1. Pursuant to Wyoming Statute § 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.

9. INDEMNIFICATION:

- 9.1. 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 proposer's duties and obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of proposer's negligence or other tortious conduct.

10. APPLICABLE LAW/VENUE:

- 10.1. 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.

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

- 11.1. 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 or 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 3: SPECIAL PROVISIONS INFORMATION

PROPOSALS SHOULD BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00:00 P.M. MOUNTAIN TIME ON **MONTH DAY, YEAR**. PROPOSALS RECEIVED AFTER THE DATE AND TIME 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, Wyoming Statute §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 should include a statement justifying its basis for that belief.

1. STATE PARTIES:

- 1.1. This Request for Proposal is issued by the Wyoming Department of Administration and Information, General Services Division, Procurement Section (Procurement) on behalf of the **Agency** (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 working on this project.
- 1.3. It should be understood that the Director of **Agency** 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. Procurement is the primary point of contact from the date of release of the Request for Proposal until a proposer is selected and the selection is announced.
- 2.2. Written questions about the procurement should be submitted through the Public Purchase online bidding system until 2:00:00 P.M. Mountain Time on **Month Day, Year**. Any questions received after that deadline may not be accepted or considered. Each question should be submitted individually. It is the proposer’s responsibility to check the Public Purchase online bidding 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 AGENCY STAFF:

- 3.1. Until a proposer is selected and the selection is announced, proposers shall not communicate with Agency staff except via written questions through the Public Purchase online bidding system.
- 3.2. If a proposer violates this restriction, 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 one-hundred eighty (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 performed. The proposer should agree not to refer to awards in commercial advertising in such 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 Agency.
- 6.2. In the event the Agency determines contract negotiations are making no forward progress, 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 of these costs.

10. RISKS AND LIABILITIES:

- 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 shall be uploaded to the Public Purchase online bidding system. It is the proposer's responsibility to check the Public Purchase online bidding system for amendments.

12. PROPERTY DAMAGE AND LIABILITY INSURANCE:

- 12.1. The proposer may be required to furnish proof of property damage liability insurance in the amount deemed necessary by the Agency for this project, if applicable.
- 12.2. Questions regarding required insurance coverage 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 Agency and after consultation with Procurement, preclude the proposer from the selection process.

14. DISPOSITION OF PROPOSALS:

- 14.1. All material submitted becomes 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 Wyoming Statute §9-2-3204.

16. PROPOSER RELATIONS WITH STATE:

- 16.1. The proposer and its staff will have an ongoing relationship with the State 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

Event Description	Date	Time (Mountain Time)
RFP Release Date	Month Day, Year	
Closing Date for Questions	Month Day, Year	2:00 P.M.
Response to Questions Returned	Month Day, Year	2:00 P.M.
Pre-Proposal Conference (delete Row if not holding)	Month Day, Year	0:00 A/P.M.
RFP Submission Due Date	Month Day, Year	2:00:00 P.M.
Oral Presentations/Interviews (delete row if not holding)	Month Year	N/A
Tentative Award Date	Month Year	N/A
Tentative Work Begins Date	Month Year	N/A

SECTION 5: ADMINISTRATIVE BACKGROUND

1. INTRODUCTION AND BACKGROUND:

1.1. Provide a short baseline, important historical or situational information, which drives the importance of this project/solicitation.

1.1.1. Current conditions, limitations, and problems to be solved (optional)

1.1.2. Market situation, connections to other investments or programs (optional)

1.1.3. Business assumptions (optional)

2. PURPOSE AND INTENT:

2.1. The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from proposers who can offer brief description of services being solicited to meet the Agency's needs and expectations, as described within this RFP.

3. STAKEHOLDERS:

3.1. Describe who the customers are and what benefits and/or value the customers will receive from the final product (i.e. agency, citizens, etc.)

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SECTION 6: REQUIREMENTS/SPECIFICATIONS

1. SCOPE OF PROJECT:

Briefly describe the general scope of work. State the features, functions and final deliverables of the project. State the desired starting/ completion dates and location of the project.

2. GENERAL REQUIREMENTS:

Briefly describe the general scope of work. State the features, functions and final deliverables of the project. State the desired starting/ completion dates and location of the project.

2.1. Scope of Activity – Contractor

2.2. Scope of Activity – Agency

2.3. Communication requirements

2.4. Staffing/Qualifications requirements (if applicable)

2.5. Equipment needs (if applicable)

3. SYSTEM AND WYOMING INFORMATIONAL TECHNOLOGY STANDARDS:

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

3.1. State of Wyoming Electronic Transactions: Visit <https://rules.wyo.gov/Search.aspx> and search Electronic Transactions. Click on the Enterprise Technology Services drop down arrow, then the Director's Office drop down arrow. Chapters 4, 5 and 7.

3.2. State of Wyoming IT Policies and Standards: <https://ets.wyo.gov/resources/policies-standards>

3.3. Agency Standards: List agency standards

3.4. Statutory Mandates: provide any federal and/or legislative mandates which may guide or influence available alternatives and/or solutions

4. TECHNOLOGY AND SPECIFICATIONS:

Describe the technology, which will drive the development, implementation and operations of this project.

4.1. Examples may include, but not limited to: proposed technology (hardware/software), existing State environment (provide details as to the configuration and operating system), in-house development vs. Custom Off the Shelf (COTS), program language, web development, ADA Compliance, interfaces/integration, maintenance/support, reliability, performance measures, disaster recovery, security, help desk support, central services, network, telecommunications, etc.

4.2. Accessibility (ADA): The public facing components of the solution must be compliant with ADA Section 508 and WCAG 2.1 AA standards.

5. HOSTING: *Delete (or parts of following section) if not applicable*

The proposer should provide multiple layers of external and internal security that provides administrative, physical and technical means to protect sensitive or confidential information used in performing the responsibilities and duties set forth in this RFP.

- 5.1. Physical Location: primary and failover facility(ies)
- 5.2. Facility access and security/integrity: facility and equipment allocation
- 5.3. Staffing Security: the proposer should maintain policies and procedures for security clearance and staffing controls, allowing proposer personnel access to Agency owned confidential information and/or to restricted areas within the proposer's host environment.
- 5.4. Security and Environmental Controls: The proposer shall maintain proper power and cooling, including redundant power and cooling, to safeguard all hardware, software and State-owned data. The secure perimeter of defense includes, but is not limited to, the use of technical barriers, physical barriers and administrative safeguards, etc.
- 5.5. Technical Support/Staffing: The proposer shall maintain adequate technical supporting/staffing to provide 24x7x365 hosting services.
- 5.6. Architectural Design: Hardware infrastructure description/network diagram, database structure, operating system, etc.
- 5.7. Secure Server(s): Server(s) is protected from intrusion through the use of physical barriers, technical barriers and administrative barriers, etc.
- 5.8. Secure Network: Network is secured through use of multiple redundant firewalls, anti-virus software, data encryption for files transferred to and from external users, etc. Data encryption shall meet Federal Information Processing Standard (FIPS) 140-3.
- 5.9. Secure Application: Access to the proposer system is granted through the use of a unique user identifier and user profile, combined with a strong password. Any transaction or change to data is traced and audited, down to the user ID level.
- 5.10. Security Awareness: Security policies and procedures are maintained for each location or account. Proposer routinely reviews logs of system activity for suspicious activity. If applicable, the proposer shall provide HIPPA privacy and security training to all new hires and subcontractors.
- 5.11. Data Storage: proposer shall provide sufficient storage to operate and support the proposed solution.
- 5.12. Denial of Service (DOS) Attack: proposer should provide examples of policy, procedures and safeguards employed to respond and/or recover from a denial of services. Proposals should also include metric RTO, etc.
- 5.13. Internet Congestion: proposer will provide sufficient bandwidth and redundancy to access the proposed solution functionality.
- 5.14. Hosting Reports: provide examples
- 5.15. Backup/Archive Routine: proposer should be able to demonstrate at a minimum requirement for archiving set by the agency first, then industry standards and practices.
- 5.16. Disaster Recovery Plan (DRP): A copy of the hosting DRP and Continuity of Operations Plan (COOP). Proposer shall have a disaster recovery facility and provide documented policies and

procedures to implement a recovery. If a complete failure occurs, the proposed solution shall be available within twenty-four (24) hours. Annual testing shall be conducted to ensure a smooth transition should the plan need to be activated. The proposer shall provide a copy of the annual test results to the Agency within thirty (30) days of disaster recovery demonstration.

- 5.17. Restoration Priority: Enumerate the prioritized order of restoration for your proposed solution hosted services.
- 5.18. Data Security: Proposer shall maintain policy and procedures to maintain and support the security of confidential information. Provide a description of Agency policies, procedures and protocol on data security breach. Data breach notification procedures and plans are maintained and shall at a minimum, comply with Wyoming Statute §40-12-502.
- 5.18.1. If applicable, data breach notification procedures and plans shall also comply with CFR 45 parts 160 and 164 (HIPPA/HITECH).
- 5.19. Data Breach – Venue of Law: If the proposer’s solution were to be selected, provide discussion on what state law would have jurisdiction in regards to data security breach notification.
- 5.20. Certification and Audits: Provide a discussion on certification/audits, as applicable to these RFP requirements, the proposer may have achieved (i.e. SAS 70 Audit, HIPPA, SOX, GLB, etc.)
- 5.20.1. Provide a copy of these certifications/audits, including the dates these were conducted.
- 5.21. Website Archiving: Provide a brief description of the proposer’s website archiving practices and how their practices will meet the requirements of the Wyoming Public Records Act (Wyoming Statute §16-4-201 through 16-4-205).
- 5.22. System Availability: The system should be available 24/7. Any maintenance outages will be coordinated in advance with the Agency designated personnel.

6. RISK MANAGEMENT: *Delete (or parts of following section) if not applicable*

- 6.1. Provide a description of how the proposer will conduct risk management planning, identification, analysis, responses and monitoring and controlling the risks throughout the life cycle of the project. Identify how the proposer’s Risk Management Plan will increase positive impacts and decrease adverse events in the project.
- 6.2. For work performed in each location, describe what plans/arrangements are in place for an alternative work site should the facilities become inoperative because of fire, earthquake, etc.
- 6.3. Describe your emergency and disaster recovery plans.

7. RESOURCE RESPONSIBILITIES: *Delete (or parts of following section) if not applicable*

- 7.1. Project Manager: The proposer should designate a project manager to represent and oversee the project. This individual will serve as the focal and contact point for all proposer business matters relating to the project. An individual resume, a list of their qualifications, years of experience, current work assignments and office location should be included. Confirm that the project manager will:
- 7.1.1. Be the single point of contact for the duration of the engagement.
- 7.1.2. Be responsible for timely completion of all phases of the project.
- 7.1.3. Be responsible for meeting all contractual requirements for the duration of the project.

- 7.1.4. Attend status, quality review and acceptance meetings as required and present status and progress reports on the project.
- 7.1.5. Remain assigned to the project through completion of the project as determined by the Agency.
- 7.1.6. Identify project responsibilities and job functions.
- 7.2. Other Key Personnel: The proposer should provide a list of all key personnel to be assigned to any part of the project and the duration of time they will serve on the project. The following should be considered:
 - 7.2.1. Project Management
 - 7.2.2. Information Technology Implementation Strategies
 - 7.2.3. Change Management Strategies
 - 7.2.4. Subject Matter/Industry Expertise
 - 7.2.5. Experience on Government Projects
 - 7.2.6. Quality Assurance for Government Projects
 - 7.2.7. Identify how long the current team to be assigned to the project has been together
 - 7.2.8. Describe the proposer's transition plan, how the firm plans to deal with the possible sudden departure of key personnel within the team
- 7.3. Subcontractors will report to and be responsible to the proposer
 - 7.3.1. The proposer shall provide a description of work to be subcontracted to third parties.
 - 7.3.2. Certify any supporting contractor who may assist the primary contractor and meet the minimum proposer qualifications.
 - 7.3.3. A description of the nature and duration of the previous relationship of all subcontractors and/or third parties with the prime contractor.
 - 7.3.4. Explanation of any existing contractual relationship between the prime and subcontractors, or among subcontractors.
- 7.4. Resource Management and Staffing Plan: the proposal should contain the proposer's staffing plan in response to the requirements set forth in the RFP. At a minimum, the staffing plan should address the following:
 - 7.4.1. Staffing Levels (estimated by staff disciplines by month for the duration of the project).
 - 7.4.2. Break out of staff disciplines (including title and job responsibility)
 - 7.4.3. Detail differentiated by staff (proposer, subcontractor, etc.)
 - 7.4.4. Personnel whose names and resumes are submitted in the proposal shall not be removed from this project without prior approval of the Agency. Substitute or additional personnel shall not be used for the project until a resume is received and approved by the Agency.
 - 7.4.5. The agency shall have the right to request the removal of any proposer staff member from all work on this project, and the proposer will comply with any such request immediately.
 - 7.4.5.1. The replacement for any staff member who is removed from or leaves the project for any reason should match or exceed the replaced staff member in terms of skill level

and experience. Such replacements are subject to the Agency approval at the time of assignment and again 90 days later.

8. REPORTING: *Delete (or parts of following section) if not applicable*

- 8.1. Describe reporting requirements the proposer will be required to perform, frequency of reporting, types of report, etc.
- 8.2. Examples may include:
 - 8.2.1. Weekly progress or status reports, to include, but not limited to, milestones and deliverables, risks and mitigation strategies, cost projects, etc.
 - 8.2.2. Monthly management and budget reporting
 - 8.2.3. Ad hoc (as needed/requested)
 - 8.2.4. Customized reports

9. TRAINING AND KNOWLEDGE TRANSFER PLAN: *Delete (or parts of following section) if not applicable*

- 9.1. The following are the training requirements the proposer shall be required to perform, either on-site or via webinar:
 - 9.1.1. Describe any training the proposer may be required to perform, location (on-site or webinar), and provide an approximate number of people proposer is expected to train.
 - 9.1.2. Describe the Agency's expectation of how the proposer will transfer the knowledge to Agency personnel.
 - 9.1.2.1. Examples may include: train-the-trainer, internal Agency users, external users, system administrators, training plan, knowledge transfer plan (to include exit strategy)

10. OPERATIONAL READINESS AND OPERABILITY TESTING: *Delete (or parts of following section) if not applicable*

- 10.1. Describe the responsibilities the proposer will be asked to perform to prove operational readiness and operability testing.
 - 10.1.1. Examples may include: hardware/software installation and operations, telecommunications, interfaces, training, application, system security, report generation, coordination of responsibilities and other component proposers, pilot, etc.

11. MAINTENANCE AND SUPPORT REQUIREMENTS: *Delete (or parts of following section) if not applicable*

- 11.1. The proposer shall be responsible for maintaining and upgrading the software solution as part of the contract maintenance responsibilities 00 years.
 - 11.1.1. During this period, the proposer will perform all maintenance and support as a routine activity, including the establishment and adherence to a software version control and release schedule.
- 11.2. Maintenance may be provided under a separate contract between the proposer and Agency, and shall be negotiated with the final acceptance of the solution.
- 11.3. As part of the proposer's proposal, they should provide a sample of their service level agreement (SLA) to maintain and support the proposed solution.

- 11.4. The proposer should provide sufficient technical staff to perform all routine maintenance responsibilities as follows: perform research immediately upon recognizing potential system problems, proactively maintain and upgrade software (current version) and/or allow the Agency access to source code or establish a software escrow account per the contract terms and conditions.

12. QUALITY ASSURANCE AND QUALITY CONTROL: *Delete (or parts of following section) if not applicable*

- 12.1. The following are quality assurance and control measurements a proposer will need to achieve in order to assure the quality of the product solutions and services. The quality assurance and control measurements include, but are not limited to:

12.1.1. Describe the quality measurements a proposer will need to achieve in order to assure the quality of the product is delivered to the Agency and what methods the proposer will employ to control the variance from the quality measurements.

12.1.2. Examples may include: test plan, test region (mirroring the production environment), test cases/scenarios, traceability mix, test results, performance requirements, etc.

13. CHANGE CONTROL MANAGEMENT: *Delete (or parts of following section) if not applicable*

- 13.1. The proposer shall maintain a control change process with all changes approved through the Agency. The control change process should include the reason for the change, complete description of the work to be performed, estimate of time and cost to complete the task, completion date for the change and an impact analysis indicating ramifications or impact to the project.

13.2. If unforeseen circumstances arise where a dispute resolution may be needed, the proposer will submit (in writing) a description of the problem and proposer resolution to the project manager and Agency primary point of contact. If changes requests are needed, the proposer agrees to continue at the hourly rate specified in the proposal.

13.3. In the event it is determined that a change to the Statement of Work is required, a contract amendment shall be made to the contract in accordance with the Contract.

14. DELIVERABLES AND MILESTONES: *Delete (or parts of following section) if not applicable*

14.1.1. Describe the expected deliverables the proposer will deliver to the Agency and at what milestone or interval the Agency will review/evaluate/accept the deliverables.

14.1.2. Examples include: project plan, communication plan, management plan, business analysis report, project reports and recommendations, requirement specification document, system documentation, test plan, user acceptance plan, training plan, user guides, help desk management plan, disaster recovery/contingency plan, implementation plan, etc.

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SECTION 7: PROPOSAL SUBMISSION REQUIREMENTS

1. PRE-PROPOSAL CONFERENCE:

- 1.1. A pre-proposal conference will not be held in connection with this RFP. *(remove following sections)* **OR** A pre-proposal conference will be conducted in relation to this RFP.

1.1.1. While this pre-proposal conference will not be mandatory, we strongly recommend interested proposers to participate in the pre-proposal conference/teleconference. **OR** This pre-proposal conference will be mandatory. The pre-proposal conference will be held in Building Name, Room Number, Street Address, City, WY, Zip on Day of Week, Month, Day, Year, at 00:00 MT. This conference is an opportunity for proposers to address any additional questions and/or concerns regarding this RFP. Proposers may call or attend in person. The phone/PIN numbers are as follows: Phone Number: 000-000-0000, Pin #000000. This conference will be facilitated by the Agency.

1.1.1.1. All costs (including travel expenses) will be the responsibility of the proposers and these costs will not be reimbursed by the State.

1.1.1.2. Proposers are welcome to submit initial questions prior to the conference via the Public Purchase online bidding site. These questions should be tied directly to the RFP by referencing the proposal number to which each question relates. State staff will make every effort to answer questions at the pre-proposal conference, as long as the questions are received in a timely manner.

1.1.1.3. Written (official) answers will be provided for all questions placed in writing during the pre-proposal conference. Written questions will be accepted until the date and time specified in Section 4.

2. TECHNICAL PROPOSAL, FORMAT AND CONTENTS:

- 2.1. Proposals should be submitted in two major sections: the Technical Proposal and the Cost Proposal. Omission of this section or any item within this section may result in the proposal being eliminated. The proposer should, at a minimum, address the following points:

2.1.1. **Table of Contents**: The table of contents should include all items listed in this section.

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

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

2.1.4. **Resumes**: The proposer should include brief resumes for personnel that will be working on the project, if awarded the contract. The resumes should clearly identify expertise in the functional areas listed in Section 6. Specialized training courses will not be acceptable for demonstration of expertise in the required areas. Proven work experience combined with related education will be the means of substantiating expertise.

2.1.4.1. Resume Format: Each project reference in a resume should include both the customer's name and the time period the person worked on the project, as well as a

brief description of the scope of work for that project. In addition, resumes should explain the role and responsibility of each person participating in the project. The State expects that personnel associated with these resumes will be the personnel working on the project, should the proposer be awarded the contract.

- 2.1.5. **References**: Corporate references are required from three (3) prior clients. In addition, two (2) references are required for each of the staff members being proposed for the project. Whenever possible, an alternative point of contact for each reference should be listed with a phone number and email address. Each reference should depict relevant experience that can be brought to bear during the term of this RFP. In order to ensure current expertise, all work for client references provided should have been completed no more than three years prior to the release date of this RFP.
- 2.1.5.1. References may be verified during the proposal evaluation by telephone calls made by members of the Evaluation Committee or through e-mail or the United States Postal Service.
- 2.1.5.2. If contact with the referenced contact person or an alternative that has knowledge of the proposer is not made after reasonable attempts during the designated evaluation period, the reference will be classified as unsatisfactory. All attempts to contact a referenced client will be documented, including the date and time of the attempt.
- 2.1.5.3. The Agency reserves the right to contact other State of Wyoming agencies regarding engagements they may have had with the proposer's company in the past, in addition to the references provided in the proposal.
- 2.1.6. **Single Point of Contact**: The proposer should identify a single point of contact for all contract management activities. The proposer's Project Manager's name and resume should be submitted with the proposal. The successful proposer should not change the Project Manager without written Agency approval.
- 2.1.7. **Proposer's Project Work Plan**: The proposer should submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of work as outlined in Section 6. The proposer should identify realistic person hours of effort and responsibilities for the deliverables and each work activity.
- 2.1.8. **Project Management Plan**: The proposal should contain a comprehensive and practical description of the proposer's plans for project management and control, including staff organization structure, progress reporting, major decision making, sign-off procedures and internal control procedures. The proposer should also indicate flexibility in meeting changes in program requirements and coping with problems.
- 2.1.9. **Project Delays**: Proposer should also describe how project delays will be addressed should they occur. This should include assurances that sufficient resources and knowledgeable, experienced staff are available to meet any project schedule.
- 2.1.10. **Contract Exceptions**: Proposers should state agreement with all General Provisions and should furnish any exceptions to these provisions.
- 2.1.11. **Staffing and Project Organization**: An organization chart should be included with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project.
- 2.1.12. **Proposer Checklist**: The proposer should submit a checklist in which the proposer should evaluate their existing offering compared with the RFP mandatory/optional requirements.

3. COST PROPOSAL FORMAT AND CONTENT:

- 3.1. Cost Proposal Price Sheets: Each applicable proposer should upload the Technical Proposal and the Cost Proposal Sheets as separate documents, and identify them as such, using the Public Purchase online bidding system. The price to be entered on this page is the total fixed price (the sum from Pricing Schedules 1 and 2). In case of error in the extension of prices in the proposal, unit prices will govern. Cost breakdowns are not included on this page. The proposer should ensure all signatures and identifying numbers are properly affixed to this page in order for the Cost Proposal to be accepted.

3.1.1. Pricing Schedule 1 itemizes the all-inclusive price for all activities related to this RFP, which includes the first year's maintenance costs.

3.1.1.1. Proposer's may suggest a payment schedule which mirrors specific deliverables in meeting the requirements of this RFP. Payment schedules based on time and materials only, will not be acceptable, nor will a flat per-hour rate. Payment will be made at the completion and acceptance of the individual deliverables, as defined in the scope of work.

3.1.2. Pricing Schedule 2 itemizes the maintenance and support after implementation and acceptance for the services, work products and final deliverables by the agency. The provider should provide the all-inclusive base year 1 maintenance cost based upon the total cost of the software and the maintenance costs after the first year of maintenance. In the Cost Proposals, the proposers should state a maximum escalation percentage for maintenance after year 1. The proposer should guarantee that the maintenance costs will not exceed, or escalate, beyond the stated escalation.

3.1.3. Pricing Schedule 3 itemizes the all-inclusive base hourly rate for any required software changes related to the scope of work. The proposer should submit in this cost proposal its hourly rate for performing any change orders requested by the State. This rate should be a clear hourly rate, and should include all travel and per diem charges.

4. ORAL PRESENTATIONS / INTERVIEWS:

- 4.1. Oral Presentations will not be held in connection with this RFP. *(remove following sections)* OR Oral Presentations may be conducted in relation to this RFP.

4.1.1. Proposers may be requested to make an oral presentation (or interview) to clarify and/or demonstrate any particular points about their proposals. Section 4 will indicate when oral presentations may be requested. If so requested, the Agency will provide a minimum of one week notification of the time scheduled for the presentation. The evaluation team members will address questions to the proposers pertaining to their ability to complete this project. The proposer is responsible for payment of all costs involved in any oral presentation and shall not be reimbursed by the State for these costs. The oral presentation will be considered part of the proposal, unless specifically stated otherwise.

4.1.2. Such presentations are for the purpose of explaining or clarifying any significant elements of the proposal (see Section 8) to assist the Evaluation Team in further evaluating the proposal. At the option of the State, presentations may be attended by others in addition to the Evaluation Team Members.

SECTION 8: EVALUATION METHODOLOGY

1. OVERVIEW:

- 1.1. 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 shall be 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 should meet the minimum requirements defined in this RFP. The minimum requirements are intended to ensure that evaluation of the Technical Proposal can proceed and that the Contractor agrees to perform all responsibilities within the RFP.

3. TECHNICAL SCORING AND RANKING:

- 3.1. **PROPOSER BACKGROUND AND EXPERIENCE:** 00 Points. Proposer should present materials describing its organization capability to successfully perform the responsibilities of this contract. This material should include details of similar corporate experience, preferably in developing, implementing and maintaining an interactive web-based application.
 - 3.1.1. Details of previous contractual experience should include the length of time covered by the contract, the types of tasks performed and the results thereof, and a reference that includes a name, current title and telephone number. Emphasis should be placed on experience/implementing projects similar to the scope of work described in this RFP.
 - 3.1.2. Provide three (3) project references for current or recently completed (within the last three (3) years) contracts similar in nature to the services required by the Agency for this contract will be included in this section. Contract references should include the name, position, title, and current phone number of the client.
 - 3.1.3. This section will also address overall organizational size, computer resources, financial stability and current contractual obligations. The proposer should include a current financial statement and proof of federal or professional certifications or other credentials.
- 3.2. **STAFFING AND PROJECT ORGANIZATION:** 00 Points. The proposer should provide an organization chart with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in this project.
 - 3.2.1. The proposer should emphasize their proposed resources are dedicated to the achievement and ongoing maintenance and support of corporate level certifications and corporate credentials related to the scope of work outlined in this RFP.
 - 3.2.2. The proposer should include brief resumes for personnel that will be working on the project. The resumes should clearly identify expertise in the functional areas listed in the scope of work. Specialized training courses will not be acceptable for demonstration of expertise in the required areas. Proven work experience combined with related education will be means of substantiating expertise.
 - 3.2.3. Two (2) references for each of the staff members being proposed for the project should be included in the proposal. Each reference should depict relevant experience that can be brought to bear during the term of this RFP. In order to ensure current expertise, all work

for client references provided should have been completed no more than three years prior to the release date of this RFP.

3.2.4. The proposer should identify a single point of contact for all contract management activities. The proposer's Project Manager's name and resume should be submitted with the proposal. The successful proposer should not change the Project Manager without written Agency approval.

3.3. **PROPOSER'S PROJECT WORK PLAN:** 00 Points. The proposer should submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of work. The work plan should:

3.3.1. Identify all required work activities, milestones and deliverable dates, personnel hours of effort and responsibilities for the deliverables and each work activity.

3.4. **APPROACH TO CONTRACT PERFORMANCE:** 00 Points. The proposer should describe its approach to meeting the mandatory requirements and specifications as described in the RFP.

3.4.1. Approach in addressing the goals and objectives specified in Section 6.

3.4.2. Approach to a comprehensive and practical plan for project management and control mechanisms, including progress reporting, major decision making, sign off procedures and internal control procedures.

3.4.3. Approach to how project delays will be addressed, and mitigated, should they occur.

3.4.4. Contains assurances that sufficient resources and knowledgeable or experienced staff are available to meet delays.

3.5. **VALUE ADDED:** 00 Points. This would be any added value that would differentiate the proposer from the other proposals that the Agency may receive.

3.6. **ORAL PRESENTATION/INTERVIEWS:** 00 Points. The evaluation team will determine, after receipt of the written proposals, whether selected proposers will be required to make oral presentations or interviews based on their proposal. However, the Evaluation Team reserves the right to make an award without requesting a presentation from any proposer. All oral presentation costs will be the responsibility of the proposer.

4. COST SCORING AND RANKING:

4.1. **COST ANALYSIS:** 00 Points. The cost shall be presented as key deliverables in the form of individual cost and a project total (sum of the deliverables). 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 all the associated costs based on the technical content of their submission. The total project cost should include all of the items listed in the scope of work. If any of the scope of work services cannot be provided in the proposal or the requirement cannot be met, this is to be clearly explained as to why and what alternative approach will be and its associated cost. If there are no exclusions or exceptions, it will be determined that all of the criteria have been met for the price quotes, inclusive of all personnel, overhead, travel, equipment usage, and other miscellaneous costs for the specified contract period.

5. EVALUATION POINT SUMMARY:

Proposer Background and Experience	00	Points
Staffing and Project Organization	00	Points

Proposer's Project Work Plan	00	Points
Approach to Contract Performance	00	Points
Value Added	00	Points
Oral Presentations, if applicable	00	Points
Cost Analysis	00	Points
Total	0000	Points

6. FINAL RANKING OF PROPOSALS:

- 6.1. The State of Wyoming will be the sole authority of 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 of 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.

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SECTION 9: PROPOSAL PRICE SHEET AND SIGNATURE PAGE

The undersigned agrees to provide **Scope of Work** to the Wyoming **Department of Agency** in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number **0000-N**.

Total Evaluated all-inclusive price for contract (to include Pricing Schedules 1, 2, etc.) \$ _____

1. BY SUBMISSION OF 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. The 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 they are authorized to represent the company and are 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.

Prices in this proposal have not been knowingly disclosed by the proposer nor will they be disclosed prior to award.

2. GENERAL INFORMATION:

Proposer Name: _____ Phone: _____
Email Address: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Employer Identification Number (EIN): _____

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure

_____ Sole Proprietorship _____ General Partnership _____ Corporation
_____ Limited Partnership _____ Other _____

The proposer shall provide to the Agency a certificate of good standing from the Wyoming Secretary of State or other proof that proposer is authorized to conduct business in the State of Wyoming before performing work under this Contract. The proposer shall ensure all annual filing 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, Corporate Division at (307) 777-7311 for assistance.

4. 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 may be charged significant penalties for submitting false information, including criminal sanctions, which can lead to fines and/or imprisonment.

Signature

Date

Name

Title

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Pricing Schedule 1

Wyoming Department of Agency

Name of Solution/Scope of Work

Provide an all-inclusive price for all activities related to the scope of work. Proposers may suggest a payment schedule which mirrors deliverables in meeting the requirements of this RFP. Payment schedules based on time and materials only will not be acceptable, not will a flat per-hour rate. Payment will be made at the completion and acceptances of the individual deliverables for the development and implementation of the scope of work.

Deliverable 1	_____	\$_____
Deliverable 2	_____	\$_____
Deliverable 3	_____	\$_____
Deliverable 4	_____	\$_____
Deliverable 5	_____	\$_____
Deliverable 6	_____	\$_____
Deliverable 7	_____	\$_____
Deliverable 8	_____	\$_____
Deliverable 9	_____	\$_____
Deliverable 10	_____	\$_____
Total All Inclusive Price for Schedule 1		\$_____

Signature

Date

Name

Title

The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Payment of invoices will be based upon the proposer meeting stated deadlines for deliverables and upon the Agency's written acceptance of the deliverables.

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Pricing Schedule 2

Wyoming Department of Agency

Name of Solution/Scope of Work

MAINTENANCE AND SUPPORT

Provide the costs for the scope of work for the services, work product and final deliverables by the Agency. The provider should provide the all-inclusive base year 1 maintenance cost based upon the total cost of the software and maintenance costs after the first year of maintenance. The proposers should state a maximum escalation percentage for maintenance after year 1. The proposer should guarantee that the maintenance costs will not exceed, or escalate, beyond this stated escalation.

Year 1 Pricing Elements

Personnel	_____	\$ _____
Other Operation Costs	_____	\$ _____
Percentage of Maintenance Based upon the Total Cost of the Software		_____ %
Total All Inclusive Price Maintenance Costs (Year 1)		\$ _____

Proposer guarantees the software maintenance costs will not exceed or escalate beyond the percentage stipulated above.

Signature

Date

Name

Title

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Pricing Schedule 3

Wyoming Department of Agency

Name of Solution/Scope of Work

ALL INCLUSIVE HOURLY RATE

Provide the all-inclusive base hourly rate for any required software changes related to the scope of work. The proposer should submit in this cost proposal its hourly rate for performing any change orders requested by the Agency. The cost is separate from the total lump sum shown on the Proposal Price Sheet. This rate should be a clear hourly rate, and should include all travel and per diem charges.

All-inclusive hourly rate for performing system changes: \$_____/hour

Signature

Date

Name

Title

The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Payment of invoices will be based upon the proposer meeting stated deadlines for deliverables and upon the Agency's written acceptance of the deliverables.

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