

REQUEST FOR PROPOSAL
WYOMING BUSINESS COUNCIL
TAIWAN STATE TRADE REPRESENTATIVE

1) SUBMISSION OF PROPOSALS

Online proposals will be received for providing TAIWAN INTERNATIONAL TRADE DEVELOPMENT FOR THE STATE OF WYOMING, WYOMING BUSINESS COUNCIL, through the online submission process detailed at the end of this proposal until May 11, 2018 at 11:59 p.m. Mountain Time.

- a. No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm.
- b. Proposals must be submitted through the online submission process before the time and date specified. Proposals received after the time and date specified will not be considered.
- c. Proposal information is restricted and not publicly available until after the award of the Contract. Once a contract has been fully signed and submitted to the proper entities, the award process will be complete.

2) WITHDRAWAL OF PROPOSALS

- a. A proposal may be withdrawn through the online submission process by the Proposer up to the time of the opening.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

3) PREPARATION OF PROPOSALS

- a. No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for Proposal.
- b. In case of error in the extension of prices in the proposal, unit prices will govern.
- c. Proposers are expected to examine special provisions, specifications, schedules, and instructions included in this Request. Failure to do so will be at the Proposer's risk.

4) AWARD AND CONTRACT INFORMATION

- a. The State of Wyoming hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in

response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.

- b. The Proposer also agrees that should this firm be awarded a Contract that the firm will not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin, or disability.
- c. The Proposer expressly warrants to the State that it has the ability and expertise to perform its responsibilities hereunder and, in doing so, shall use the highest standards of professional workmanship.
- d. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the Contract, in whole or in part, if deemed to be in the best interest of the State to do so. The Contract will be awarded, determined by the Wyoming Business Council and involved parties, to the most responsive and responsible offer, based on the criteria specified herein.
- e. The Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- f. The successful Proposer will be required to enter into and sign a formal Contract with the State containing terms required by the Attorney General, with reasonable adjustments acceptable to the State. The Proposer will bear all risks associated with any injury arising out of the event. The Contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- g. The successful Proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 et. seq.)

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

GENERAL PROVISIONS

1) INDEPENDENT CONTRACTOR

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

2) INSURANCE

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

3) LAWS TO BE OBSERVED

- a. The Contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The Contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4) TAXES

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

5) ASSIGNMENT / CONTRACTOR

- a. The Contract shall not be assigned by the Contractor. Third party participation is authorized only as a joint venture which shall be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto, and attached to the original Contract agreement.
- b. The Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the State.
- c. Claims for money due or to become due Contractor from the State under the Contract may not be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the State. Notice of any assignment or transfer shall be furnished to the State.
- d. The Contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

6) TERMINATION OF CONTRACT

- a. Termination of the Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. The Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of the Contract. The Contract shall remain in full force and effect until terminated as provided herein.
- b. The State may, upon ten days' written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the Contractor to fulfill in a timely and proper manner the obligations under the Contract. In such event, all finished documents, data, models and reports prepared under this Contract shall, at the option of the State, become its property upon payment for services rendered through the termination of the Contract.
- c. Should the Contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have

been successfully implemented and accepted by the Agency. Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General will be implemented if it appears the Contractor has breached or defaulted on the Contract.

7) ACCOUNT REPRESENTATIVE

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

8) RESPONSIVENESS

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

9) EXTENSION AND AMENDMENT

The Proposer and the State covenant and agree that this proposal or subsequent Contract may, with the mutual approval of the Proposer and the State, be extended under the same terms and conditions of this proposal or Contract for a period of one (1) additional year and said option to extend this proposal or Contract for a one-year period shall be in effect for each year thereafter for a total period not to exceed two (2) additional years.

10) COMPLIANCE WITH LAWS

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

11) AUDIT AND ACCESS TO RECORDS

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

12) CONFLICT OF INTEREST

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

13) NO FINDER'S FEE

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

14) OWNERSHIP OF DOCUMENTS / WORK PRODUCT

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

15) CONFIDENTIALITY OF INFORMATION

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

16) SOVEREIGN IMMUNITY

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

17) INDEMINIFICATION:

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

18) APPLICABLE LAW RULES OF CONSTRUCTION AND VENUE:

The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SPECIAL PROVISIONS

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

PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL NOT BE CONSIDERED.

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

1) STATE PARTIES

- a. This Request for Proposal (RFP) is issued by the Wyoming Business Council.
- b. Throughout this document and others in connection with this project, various references are made, or will be made to the "State". Generally, whenever this reference appears, the "State" incorporates all parties to the RFP as cooperative state agencies that will be working on this project as a cohesive state unit.
- c. It should be understood that the Wyoming Business Council is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Such agreements, etc., not bearing this signature or that of a designee are invalid insofar as contractual relations between the State and Contractor are concerned.

2) CONTENT AND PROCUREMENT POINTS OF CONTACT

- a. The Wyoming Business Council is the primary point of contact from the date of release of the RFP until the Contract is fully executed and signed.
- b. Questions must be submitted through the online submission system until the time and date specified in this RFP.
- c. Written questions regarding RFP material or the procurement process shall be submitted through the online submission system until 11:59 p.m. Mountain Time, May 11, 2018. Any questions received after the deadline will not be accepted or considered. Each question should be submitted individually. It is the Proposer's responsibility to check the Wyoming Business Council website for answers to questions, addenda, or bid tabulations. No telephone calls, emails, or faxes will be accepted.

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

3) RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF

- a. From the issuance date of this RFP until a Proposer is selected and the selection is announced, Proposers are not allowed to communicate with State staff except:
 - i. Procurement Section:
 - ii. Via written questions through the online submission system.
- b. For violation of this provision, the State reserves the right to reject the proposal.

4) EFFECTIVE DATES OF PROPOSAL

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

5) ADVERTISING AWARD CONDITIONS

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

6) CONTRACT NEGOTIATIONS

- a. The State will notify the successful Proposer and negotiate a contract under the procedures of the Wyoming Attorney General's contract guidelines. Proposers should submit as part of their proposal, suggested Contract language that relates to software licensing, maintenance services, and any patented or copyrighted products owned by the Contractor that will be used in meeting the RFP specifications. The successful Contractor will be required to enter into and sign a formal Contract with the State.
- b. After review of all proposals, selected firms may be interviewed further. A firm will be selected for contract negotiations. The Agency will notify the most qualified firm. Final

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

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

7) BEGINNING WORK

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

8) NON-APPROPRIATION OF FUNDS

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

9) COPYRIGHT INFRINGEMENT

The Proposer shall warrant that all materials and/or products or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the Proposer, and the Proposer shall defend such claim and the State's name. The defense of such claim will be at the Proposer's expense.

10) COST OF PREPARING PROPOSALS

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

provide reimbursement for such costs.

11) PROPOSAL EVALUATION

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

12) RISKS AND LIABILITY

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

13) ADDENDUM TO THE RFP

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

14) PROPERTY DAMAGE AND LIABILITY INSURANCE

- a. The Proposer may be required to furnish proof of property damage liability insurance in the amount deemed necessary by the Agency for the project, if applicable.
- b. Questions regarding required insurance coverages and limits for this project should be submitted in writing in accordance with Special Provisions, Section 2.2.

15) MISREPRESENTATION OF INFORMATION

- a. Misrepresentation of a Proposer's status, experience, or capability in the proposal may result in disqualification of that Proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the State and after consultation with the Procurement Services Section, preclude the Contractor from the selection process.

16) DISPOSITION OF PROPOSALS

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

17) LEGAL CONSIDERATIONS

- a. This RFP is issued under the provisions of Wyo. Stat. § 9-2-1016 (1977), as amended.
- b. Proposers are charged with presumptive knowledge of all requirements of the cited authorities. Any proposal submitted by Proposer that fails to meet all published requirement of the cited authorities may, at the option of the State, be rejected without further consideration.

18) PROPOSER RELATIONSHIP WITH STATE

- a. Proposer staff will have an ongoing relationship with State staff that is based on trust, confidentiality, objectivity and integrity. The Proposer will be expected to operate at all times in the State's best interests and in a straightforward, trustworthy and professional manner. As part of the tasks described in this RFP, the Proposer shall:
 - i. Work cooperatively with the staff of State and the State's business partners whenever required in the course of performing the functions required by the RFP and resulting contract.
 - ii. Proposer must be able to work cooperatively with the staff of other Proposer whenever required in the course of performing the functions required by the RFP and resulting contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCOPE OF WORK

The following scope describes the work to be completed by the contracted Wyoming state trade representative in Taiwan.

The scope is organized into the following items:

- 1) Statement of Purpose
- 2) Introduction / Background to Services
- 3) Description of Services
- 4) Deliverables
- 5) Conditions of Work
- 6) Place of Contracted Work
- 7) Period of Contract
- 8) Bidding & Selection Procedure

STATEMENT OF PURPOSE

The Wyoming Business Council (WBC) seeks to hire a state trade representative charged with maintaining a state trade office in Taiwan. The representative will be responsible for

- 1) Representing Wyoming export markets within Taiwan; and
- 2) Generating new business for Wyoming exporters into Taiwan. Target industries to expand include but are not limited to chemicals, manufacturing, and agriculture.

INTRODUCTION / BACKGROUND TO SERVICES

The contractor will be responsible for carrying out the following tasks. A detailed description of these tasks is included under "Description of Services Expected."

- 1) **Company Promotion**
 - a. Identify and report distribution channels
 - b. Maintain records of exporting network
 - c. Facilitate relationships for Wyoming businesses
 - d. Conduct email or face-to-face counseling sessions with Wyoming companies
 - e. Conduct two familiarization tours to Wyoming
- 2) **Market Intelligence**
 - a. Develop and maintain Taiwanese industry profiles for all major Wyoming industries including manufacturing, oil and energy, and agriculture
 - b. Provide export guides to Wyoming companies

- 3) **Investment Attraction**
 - a. Identify relevant trade events for Wyoming target industries
 - b. Attend or exhibit in at least one investment promotion event (costs include booth, travel, hotel)
 - c. Provide matchmaking services between Taiwan investors and WY

- 4) **Trade Show / Mission Administration**
 - a. Attend up to 10 trade industry events / seminars
 - b. Assist Wyoming exports traveling to Taiwan
 - c. Recruit Taiwan buyers to visit Wyoming

- 5) **Administrative**
 - a. Marketing Report
 - b. Secure and maintain office facility

DESCRIPTION OF SERVICES EXPECTED

The following section describes the work to be performed in detail.

COMPANY PROMOTION

1. **Distribution Channels.** Identify and report distribution channels on a quarterly basis to the WBC. The report should include an analysis of the current export climate and determine which Wyoming products fulfill demand in Taiwan.

2. **Maintain Records.** Maintain records of qualified agents, brokers, wholesalers, dealers, distributors, and other buyers, retailers, and export management companies that comprise the Taiwan exporting network.

3. **Export Relationships.** Facilitate or advance distributor, agent, and representative relationships for Wyoming businesses upon request.

4. **Company Counseling.** Counsel Wyoming businesses on best practices and problem-resolution for exporting to Taiwan. Counseling can be conducted virtually, on trade missions, or during familiarization tours.

5. **Familiarization Tours.** Conduct two familiarization tours to Wyoming during the contract term to meet with companies and state leadership in an effort to better understand the companies and products offered in Wyoming. The tours will be coordinated through the WBC.

MARKET INTELLIGENCE

6. **Industry Profiles.** Develop a database and maintain statistics profiling the targeted industries in Taiwan. Develop industry profiles for each targeted sector which should include basic overviews, main companies in the targeted industry sector, and specific opportunities for

Wyoming companies. Profiles should also include summaries of trade and tariff restrictions, laws, and regulations regarding product content and labeling; market entry strategies; market development strategies; product adaptation, modification, and compliance; company ownership and other issues affecting the salability of Wyoming goods in Taiwan. Profiles should be updated quarterly and provided to the WBC, as well as relevant Wyoming companies.

7. **Export Guides.** Develop and maintain export guides for each industry that outlines the steps, timeline, and contacts necessary to ship product to Taiwan.
8. **Administrative.** Produce and submit an annual marketing plan to the WBC by August 1, 2018. Planning should be coordinated with the WBC's International Trade department.

INVESTMENT ATTRACTION

9. **In-Country Trade Events.** Proactively identify seminars, conferences, and / or roadshows for Wyoming's target industries.
10. **Promote Wyoming for Business.** Work with the WBC to identify one investment promotion event to highlight Wyoming as a business expansion opportunity (foreign direct investment). Attend or exhibit at the event.
11. **Matchmaking Services.** Provide matchmaking services as needed between Taiwan investors and feasible investment projects with the WBC.

TRADE SHOW / MISSION ADMINISTRATION

12. **Trade Industry Events.** Attend at least five, but no more than ten, trade industry events or seminars as agreed upon by the WBC to generate business and secure trade leads for Wyoming companies.
13. **In-bound Trade Missions.** Assist Wyoming exporters traveling to Taiwan on matchmaking services and / or market training in order to explore new distribution channels or identify sourcing opportunities.
14. **Taiwan Buyer Recruitment.** Conduct two tours throughout Taiwan to increase market leads, generate business, and recruit Taiwan buyers to visit Wyoming.

DELIVERABLES

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

- Annual marketing plan to WBC
- Quarterly export market reports
- A record of exporting network
- Facilitate at least five distributor, agent, and representative relationships
- Export Guides on targeted industries (chemicals, manufacturing, and agriculture)
- List of in-country trade events

- Provide counseling to at least 50 Wyoming companies
- Two familiarization tours to Wyoming
- Industry Profiles on targeted industries (chemicals, manufacturing, and agriculture)
- Two tours throughout Taiwan
- Attend one investment promotion event (FDI)
- Provide matchmaking services for FDI (as needed)
- Attend between 5 – 10 trade industry events
- Assist Wyoming exporters traveling to Taiwan on in-bound trade missions

CONDITIONS OF WORK

Selected contractor(s) must:

1. Work in the designated place of contracted work from July 1, 2018 to June 30, 2019.
2. Have the ability to travel internationally.
3. Have the ability to travel in-state at least 25% of the contracted year.
4. Speak and write in English and the Mandarin dialect required to conduct business in both Wyoming and Taiwan.
5. Minimum five years related experience preferred.
6. Talking, hearing and using hands to operate computer equipment.
7. Vision abilities required by this job include close vision and the ability to adjust focus.
8. Job may require extended sitting or standing, use of standard office equipment.

PLACE OF CONTRACTED WORK

The office location will be in Taipei, Taiwan. Business will be conducted throughout Taiwan and in Wyoming.

PERIOD OF CONTRACT

The selected representative will be contracted from July 1, 2018 to June 30, 2019. The Contract may be renewed by the WBC after review on an annual basis.

RFP SCHEDULE

April 23, 2018: Formal RFP is issued

April 30, 2018: Questions due to the Wyoming Business Council via email by 11:59 PM MST

May 4, 2018: Answers to submitted questions posted on the Wyoming Business Council website

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

May 18, 2018*: Top Proposers selected for interview

June 1, 2018*: Successful Proposer notified / contract negotiations

July 1, 2018*: Start date of work

***Date may vary**

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

SCORING CRITERIA FOR EVALUATION OF WRITTEN PROPOSALS

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

- 1) Layout of Taiwan International Trade Development – **20 Points**
- 2) Similar work performed by the individual / company, references – **20 Points**
- 3) Experience / education in targeted industries – **20 Points**
- 4) Budget & Final Cost (Everything must be itemized and included in the proposal. Nothing more will be paid outside of the Contract.) – **20 Points**
- 5) Ability to expand international trade relation beyond Taiwan to other Asian countries – **10 Points**
- 6) Detail and organization of proposal – **5 Points**
- 7) Wyoming Company – **5 Points**

Total Possible Points for Written Proposal: 100 Points

NOTE: Candidates should demonstrate a background in international trade and provide relevant information related to Wyoming's target industries (chemicals, manufacturing, agriculture).

Preference will be given to applicants with a background in the targeted industries (chemicals, manufacturing, agriculture) and / or applicants with trade experience in Taiwan and other countries throughout Asia.

ADDITIONAL INFORMATION FOR WYOMING COMPANY APPLICANTS: Operating as a Wyoming company is not a requirement for proposers responding to this RFP. Companies that qualify as Wyoming Residents will receive five percent (5%) of the total points possible if they provide proof of Wyoming Residency as defined in state statute. According to Wyoming state statute W.S. 16-6-101, (a) (i), which defines "resident" as a person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation certified as a resident by the Department of Employment prior to proposing on this RFP, subject to the following criteria and subject to W.S. 16-6-102. Wyoming statutes are available at <http://legisweb.state.wy.us>.

- 1) Any person who has been a resident of the state for one (1) year or more immediately prior to proposing on the RFP;
- 2) A partnership or association, each member of which a resident of the state for has been one (1) year or more immediately prior to proposing on the RFP;
- 3) A corporation organized under the laws of the state with at least fifty percent (50%) of the issued and outstanding shares of stock in the corporation owned by persons who have been residents of the state for one (1) year or more prior to proposing on the RFP, and which maintains its principal office and place of business within the state, and the president of the corporation has been a resident of the state for one (1) year or more immediately prior to proposing on the RFP;
- 4) A corporation organized under the laws of the state which has been in existence in the state from one (1) year or more and whose president has been a resident of the state for one (1) year or more immediately prior to proposing on the contract and maintains its principal office and place of business within the state. If at least fifty percent (50%) of the issued and outstanding shares of stock in the corporation are owned by nonresidents, shares of the corporation shall:
 - a. Have been acquired by nonresidents one (1) year or more immediately prior to proposing on the RFP or;
 - b. Be publicly traded and registered under Section 13 or 15(d) of the Securities Exchange Act of 1934 for one (1) or more classes of its shares;
- 5) A limited partnership organized under the laws of the state and which maintains its principal office and place of business in the state and the general partners of which have been residents of the state for at least one (1) year or more immediately prior to proposing on the RFP;
- 6) A registered limited liability partnership organized under the laws of the state and which maintains its principal office and place of business in the state and each member of which has been a resident of the state for one (1) year or more immediately prior to proposing on the RFP or;
- 7) A limited liability company organized under the laws of the state and which maintains its principal office and place of business in the state and the managing members or the appointed managers of which have been residents of the state for one (1) year or more immediately prior to proposing on the RFP:
 - a. "Principal office" and "principal place of business" shall have the meaning as the department of employment determines, consistent with the purpose of this act, by rule and regulation;
 - b. This act means W.S. 16-6-101 through 16-6-119.

EVALUATION METHODOLOGY & PAYMENT

OVERVIEW

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

COMPLIANCE WITH MANDATORY REQUIREMENTS

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

COST ANALYSIS

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

FINAL RANKING OF PROPOSAL

The Wyoming Business Council will be the sole authority with respect to the evaluation of proposals. The firm that best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. After each criterion is evaluated, the Proposers with the highest total number of points will be selected for interviews. The combination of interview with the Proposal will determine the final selection of Contractor. The State of Wyoming reserves the right to accept an entire proposal, a partial proposal, a single component proposal or no proposal at all.

PAYMENT TERMS (IF APPLICABLE):

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

PROPOSAL PRICE SHEET

The undersigned agrees to provide Taiwan International Trade Development to the Wyoming Business Council in accordance with the Request for Proposal, General Provisions, Special Provisions, and Proposal Price Sheet.

TAIWAN INTERNATIONAL TRADE DEVELOPMENT

LUMP SUM PRICE

(Written in Words and Number)

\$ _____

1) BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- a. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- b. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- c. The person signing this proposal certifies that he / she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- d. Proposer will comply with all Federal regulations, policies, guidelines and requirements.
- e. Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2) GENERAL INFORMATION:

Proposer Name _____ Phone _____

Email Address _____ Country _____

Mailing Address _____

City _____ State _____ Zip _____

3) OWNERSHIP AND CONTROL:

Sole Proprietorship _____
Corporation _____
Limited Liability _____
General Partnership _____
Limited Partnership _____
OTHER: _____

If Proposer is a sole proprietorship, list:

Beginning date as owner of sole proprietorship: _____

The contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contractor. Contractor shall ensure that all annual filings and corporate taxes due and owing the Wyoming Secretary of State’s office are up-to-date before signing the Contract. Please contact the Wyoming Secretary of State’s Office, Corporate Division at +1 (307) 777-7311 for assistance.

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

Name (Printed or Typed)	Title
_____	_____
_____	_____
_____	_____

VENDOR VERIFICATION

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

(Signature)

(Name and Title; Typed or Printed)

(Date)