

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

REQUEST FOR PROPOSAL NUMBER 0251-H

WYOMING BUSINESS COUNCIL

Professional Auditing Services

PROPOSAL DUE DATE AND TIME
APRIL 14, 2023– 2:00:00 P.M. MOUNTAIN TIME

AGENCY REPRESENTATIVE:
KARI KIVISTO

PROCUREMENT REPRESENTATIVE:
DEBI WALKER
debi.walker@wyo.gov
307-777-6707

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SECTION 1: REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

2. The A&I Procurement Office will receive proposals for performing the independent audit of the Wyoming Business Council's basic financial statements (governmental activities, major funds and aggregate fund information) and Schedule of Expenditures of Federal Awards in accordance with the Single Audit Act for fiscal year 2023 through the public purchase online bidding system. Proposals are due no later than 2:00:00 P.M. (Mountain Time) on APRIL 14, 2023.
 - 2.1. 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.
 - 2.2. 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.
 - 2.3. 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.

3. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 3.1. A proposal may be altered through the Public Purchase online bidding system before the proposal due date and time contained in this document.
- 3.2. 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.

4. PREPARATION OF PROPOSALS:

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

5. AWARD AND CONTRACT INFORMATION:

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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 Wyoming Business Council.

- 5.5. 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.
- 5.6. 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: MARCH 13, 2023

State of Wyoming
Procurement Section
Buyer: Debi Walker

SECTION 2: GENERAL PROVISIONS

1. INSURANCE:

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

2. LAWS TO BE OBSERVED:

- 2.1. The proposer shall keep fully informed of, and comply with, all applicable federal and state laws or rules, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority. The proposer shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any law, 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 APRIL 14, 2023. 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 Wyoming Business Council (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 CEO of the Wyoming Business Council 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 MARCH 23, 2023. 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 office 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:

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.

17. PROPOSERS:

17.1. The Wyoming Business Council is requesting proposals from qualified, certified public accounting firms to conduct an audit of the Council's Annual Financial Report and the Schedule of Federal Financial Assistance and related reports, for fiscal year 2023, ending June 30, 2023. The Contract may be renewed for fiscal years 2024, and 2025 by agreement of both parties in writing and subject to the required approvals.

18. QUALIFIED FIRM:

18.1. Any individual firm, partnership, corporation, or other legal entity permitted by law to engage in practice as a Certified Public Accountant (CPA) in the State of Wyoming.

19. WYOMING OFFICE:

19.1. An office located within the State of Wyoming engaged in auditing Wyoming businesses as of March 31, 2023. The office will include a resident partner in charge of the office who holds a permit to practice within the State of Wyoming as a Certified Public Accountant.

SECTION 4: KEY DATES

Event Description	Date	Time (Mountain Time)
RFP Release Date	March 13, 2023	N/A
Closing Date for Questions	March 23, 2023	2:00 P.M.
Response to Questions Returned	March 30, 2023	2:00 P.M.
RFP Submission Due Date	April 14, 2023	2:00 P.M.
Tentative Award Date	May 1, 2023	N/A
Tentative Work Begins Date	July 1, 2023	N/A

SECTION 5: ADMINISTRATIVE BACKGROUND & SCOPE OF WORK

1. GENERAL:

- 1.1 Proposers must include the following information:
- 1.3.1 Outline of the proposed audit and/or quality control review approach to include a schedule with dates, noting there are adjusting journal entries that cannot be posted to the financial statements until after September 30 of each year.
 - 1.3.2 Statement of prior experience, including references, with similar audits and/or quality control reviews.
 - 1.3.3 Budget for the proposed work to include estimated personnel hours, personnel cost, and miscellaneous expenses (copies, travel, etc.).
 - 1.3.4 Resumes of key personnel assigned to this specific engagement, indicating their experience with similar engagements.
 - 1.3.5 Quality Control Statement as accepted by the American Institute of Certified Public Accountants (AICPA) Codification of Professional Standards.

2. DESCRIPTION OF THE WYOMING BUSINESS COUNCIL:

- 2.1 The Council is a component unit of the State of Wyoming that was created by an act of the Legislature (W.S. 9-12-101 through 9-12-308, 9-12-601 through 9-12-603, 9-12-801 through 9-12-905, 9-12-1101 through 9-12-1312, and 9-12-1501 through 9-12-1510).
- 2.2 The Council's 2022 Annual Report and its 2022 Annual Comprehensive Financial Report can be viewed at <http://www.wyomingbusiness.org/reports>.
- 2.3 Estimated federal program expenditures for the year ending June 30, 2023 are:

<u>Program</u>	<u>CFDA#</u>	<u>Amount</u>
Community Development Block Grant	14.228	\$ 1.05 M
State Trade Expansion Program	59.061	\$ 65 K
ARPA Statewide Planning	11.307	\$ 433 K
ARPA SLFRF Connect WY (ARPA Direct)	21.027	\$ 250 K
ARPA SLFRF P2P (Revenue Replacement)	21.027	\$ 1.30 M

The Business Council has been awarded \$73.4 million from the State of Wyoming's Capital Projects Fund (CFDA 21.029), and \$5.4 million from the Infrastructure Investment and Jobs Act between the State Digital Equity Planning Grant (CFDA 11.032) and the Broadband Equity Access and Deployment (CFDA 11.035) Planning programs for broadband expansion initiatives. The Business Council also received a total allocation of \$58.4 million from the United States Treasury for the State Small Business Credit Initiative. This program will last about nine years, and funding will be received in three tranches. The first tranche has been received. Expenditures for fiscal year 2023 for these new programs cannot be estimated at this time. Increases or decreases in total federal expenditures which changes the definition of a major program may occur during the contract term. The exact detail of Federal Assistance Program(s) to be audited each year may vary, depending upon the specific type, nature and number of programs administered by the Council each fiscal year.

3. RESPONSIBILITIES OF THE PROVIDER:

- 3.1 To conduct the audits in accordance with auditing standards generally accepted in the United States of American (GAAS), *Government Auditing Standards* issued by the Comptroller General of the United States (GAS), the provisions of the Single Audit Act Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement.
- 3.2 To issue the following compliance reports required by *Government Auditing Standards* and the provisions of the Single Audit Act Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*:
 - 3.2.1 A report on the fairness of the presentation of the Council's Schedule of Expenditures of Federal Awards in relation to the financial statements as a whole.
 - 3.2.2 Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of the tests of internal controls.
 - 3.2.3 Reports on the Council's compliance with laws, regulations and the provisions of contracts or grant agreements. To report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program.
 - 3.2.4 A Schedule of Findings and Questioned Costs.
 - 3.2.5 A Data Collection Form for Reporting on Audits of States, Local Governments, Indian Tribes, Institutions of Higher Education, and Non-Profit Organizations.
- 3.3 To review and report on the overall operations of the Council in a letter to management which will include comments and suggestions for consideration, including deficiencies or

opportunities for accounting and reporting improvements.

- 3.4 To inform the Board of Directors and its Operations Committee about significant matters related to the conduct of the annual audit.
- 3.5 To conduct a post-audit meeting with the Council's management, the Board of Directors, and/or Operations Committee to discuss the audit report, letters and suggestions.
- 3.6 To specify what audit workpapers the Council shall be responsible to prepare.
- 3.7 To complete the audits and submit draft reports to the Council by November 15 of each year; final reports are due to the Council by December 1.

4. RESPONSIBILITIES OF THE COUNCIL:

- 4.1 To provide office space to accomplish the audit.
- 4.2 To prepare the Council's financial statements in accordance with accounting principles generally accepted in the United States. The Council's statements are prepared by the Accounting Manager, who is an active CPA.
- 4.3 To prepare the Management's Discussion and Analysis (MDA), required supplementary information (RSI), in accordance with accounting principles generally accepted in the United States of America.
- 4.4 To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events are evaluated.
- 4.5 To design, implement and maintain effective internal controls relevant to the preparation and fair presentation of financial statements and to inform the Provider of all significant deficiencies and material weaknesses in the design or operation of such controls of which the Council has knowledge.
- 4.6 To make the Provider aware of significant vendor relationships where the vendor is responsible for program compliance.
- 4.7 To follow up and take corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan.
- 4.8 To make all information available to the Provider that is relevant to the preparation and presentation of the financial statements such as records, documentation, and other additional information that may be requested by the Provider for the purpose of the audit.
- 4.9 To provide unrestricted access to persons within the Council from whom the Provider determines is necessary to obtain audit evidence.
- 4.10 To provide a summary schedule of prior audit findings for inclusion the Single Audit reporting package.

- 4.11 To provide responses to any findings reported on the schedule of findings and questioned costs.
- 4.12 To identify and ensure that the Council complies with the laws and regulations applicable to its activities, and to inform the Provider about all known material violations of such laws or regulations.
- 4.13 To design and implement programs and controls to prevent and detect fraud or abuse, and to inform the Provider about all known or suspected fraud or abuse affecting the Council involving management, employees and others where the fraud or abuse could have a material effect on the financial statements or compliance.
- 4.14 To provide certain written representations to the Provider about the financial statements and matters related thereto.
- 4.15 To provide schedules and analyses of accounts as requested by the Provider in a timely and accurate manner.
- 4.16 To review the prior year's systems understanding and provide any applicable updates.

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SECTION 6: 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. SIMILAR WORK PERFORMED AND REFERENCES: 25 Points. Proposer should present materials describing its organization capability to successfully perform the responsibilities of this contract.
 - 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. At least two (2) 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. EXPERIENCE/EDUCATION OF KEY PERSONNEL: 25 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 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.
 - 3.2.2. 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.
 - 3.2.3. 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. AUDIT APPROACH/QUALITY CONTROL ELEMENTS: 10 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 house of effort and responsibilities for the deliverables and each work activity.

3.4. APPROACH TO CONTRACT PERFORMANCE: 5 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. FIRM HAS HAD PEER REVIEW IN PAST THREE YEARS: 10 Points. The proposer can gain points based on a Peer Review being completed in the last three years.

4. COST SCORING AND RANKING:

4.1. COST ANALYSIS: 25 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 has 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:

Similar Work Performed and References	25	Points
Experience/Education of Key Personnel	25	Points
Audit Approach/Quality Control Elements	10	Points
Approach to Contract Performance	5	Points
Firm Has Had Peer Review In Past Three Years	10	Points
<u>Cost Analysis</u>	<u>25</u>	<u>Points</u>
Total	100	Points

6. FINAL RANKING OF PROPOSALS:

The Wyoming Business Council will be the sole judge with respect to the evaluation of proposals. The proposer that best meets the conditions of each individual criterion will be awarded the maximum points for that specific criterion. The balance of the proposers will be rated based on their meeting of that criterion.

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SECTION 7: PROPOSAL PRICE SHEET AND SIGNATURE PAGE

The undersigned agrees to provide Professional Auditing Services to the Wyoming Business Council in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0251-H.

Total Evaluated all-inclusive price for contract \$ _____

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. 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.
- 1.5. 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 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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