

**JACKSON HOLE TRAVEL & TOURISM  
JOINT POWERS BOARD**

**180 S. King St., P.O. Box 4068  
Jackson, WY 83001**

**REQUEST FOR PROPOSAL**

**JACKSON HOLE TRAVEL & TOURISM  
JOINT POWERS BOARD  
WEBSITE DESIGN & DEVELOPMENT**

**RFP DUE MAY 13, 2022 – 11:00 A.M. MOUNTAIN TIME  
PUBLIC PROPOSAL OPENING DATE AND TIME  
APRIL 25, 2022 – 11 A.M. MOUNTAIN TIME**

**PURCHASING REPRESENTATIVE:  
Keith Gingery, Chief Deputy County Attorney  
TELEPHONE NO. (307) 732-8611  
EMAIL [kgingery@tetoncountywy.gov](mailto:kgingery@tetoncountywy.gov)**

**JACKSON HOLE TRAVEL & TOURISM  
JOINT POWERS BOARD REPRESENTATIVE:  
Kathryn Brackenridge, Executive Director  
EMAIL [lodgingtax@tetoncountywy.gov](mailto:lodgingtax@tetoncountywy.gov)**

## TABLE OF CONTENTS

|   | PAGES |
|---|-------|
| Section 1: Submission of Proposal         | 4-5   |
| Section 2: Description of Work            | 6-8   |
| Section 3: Selection Process              | 9-10  |
| Section 4: Written Response Questionnaire | 11    |
| Section 5: Scope of Work                  | 11-12 |
| Section 6: Proposal Pricing Sheet         | 13-15 |
| Section 7: General Provisions             | 16-19 |



TRANSMITTAL LETTER

**To: Interested Agencies/Individuals**

**From: Jackson Hole Travel & Tourism Joint Powers Board (JHTTB)**

**Re: Request for Proposal for Website Design & Development**

Attached is a request for proposal (RFP) to provide services to design and develop the JHTTB's official website. The JHTTB is funded by Wyoming's statewide Lodging Tax. This RFP is being sent to all interested and capable parties. To compete and be awarded this contract, a firm/individual must demonstrate that they have the experience, capability, and capacity to handle a project of the size, scope, and complexity.

The selection process will consist of two steps:

1. A proposal highlighting the firm's capabilities.
2. If chosen as a finalist, a presentation to the JHTTB.

**The contract will be awarded and announced no later than June 10, 2022.**

# REQUEST FOR PROPOSAL

## 1. SUBMISSION OF PROPOSALS:

**Electronic Proposals**, shall be submitted and emailed to the Chief Deputy County Attorney Keith Gingery citing the proposal for WEBSITE DESIGN AND DEVELOPMENT FOR THE JACKSON HOLE TRAVEL AND TOURISM JOINT POWERS BOARD, at [kgingery@tetoncountywy.com](mailto:kgingery@tetoncountywy.com) until **May 13, 2022, 11:00 a.m.**, at which time they will be publicly opened via email.

1.1 No proposal will be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm.

1.2 Proposals must be received via email at the Teton County Attorney's Office on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned to sender.

1.3 Proposal information is restricted and not publicly available until after the opening of the proposals.

## 2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

2.1 A proposal that is in the possession of the Jackson Hole Travel and Tourism Joint Powers Board may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. FAX, telephone or verbal alterations will not be accepted.

2.2 A proposal that is in the possession of the Jackson Hole Travel and Tourism Joint Power Board may be withdrawn 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 shall eliminate the proposer from the active proposers list for a period of time as determined by the Jackson Hole Travel and Tourism Joint Power Board.

## 3. PREPARATION OF PROPOSALS:

3.1 No proposal will be considered which modifies, in any manner, 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.

3.3 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.

3.4 Failure to respond (submission of proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to Request for Proposals will be understood by the Jackson Hole Travel and Tourism Joint Power Board to indicate a lack

of interest and will result in the removal of the Firm's name from the applicable mailing or outreachlist.

**4. AWARD AND CONTRACT INFORMATION:**

4.1 The proposer expressly warrants to the Jackson Hole Travel and Tourism Joint Power Board that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.

4.2 The Jackson Hole Travel and Tourism Joint Power Board 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 Jackson Hole Travel and Tourism Joint Power Board to do so. The Jackson Hole Travel and Tourism Joint Power Board will award this contract to the firm, determined by the Jackson Hole Travel and Tourism Joint Power Board the most responsive and responsible offer, based on criteria specified herein.

4.3 This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.

4.4 The successful proposer will be required to enter into and sign a formal Contract with the JHTTB with reasonable adjustments acceptable to the JHTTB. The agreement will become a part of the Contract and will be in effect for the duration of the contract period. The contract language will control over any language contained within this RFP that conflicts with the signed and fully executed Contract.

DATED THIS 21st DAY OF April, 2022

Jackson Hole Travel and Tourism Joint Powers Board

---

Cory Carlson, Chairman

**SPECIAL PROVISIONS**

**PROPOSALS MUST BE DELIVERED TO THE TETON COUNTY AND PROSECUTING ATTORNEY’S OFFICE VIA ELECTRONIC EMAIL BY 11 A.M. MST ON May 13, 2022.**

**NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE DATE AND TIME. NOTE: Proposals not adhering to the required criteria for submittal number will be rejected. There will be no exceptions.**

## **DESCRIPTION OF WORK**

### **A. GENERAL INFORMATION:**

The Jackson Hole Travel and Tourism Joint Powers Board/also known as the Jackson Hole Travel and Tourism Board (JHTTB) formed in January of 2011 after voters approved a 2% lodging tax imposed on all Teton County lodging properties. As of January 1, 2021, a 5% statewide Lodging Tax, 3% which funds the state office of tourism and 2% which funds the local lodging tax boards for the counties in which it is collected, was implemented providing a stable funding source for the JHTTB's efforts. The Jackson Hole Travel and Tourism Board is an all-volunteer board that is designated in joint appointment by the board of county commissioners of Teton County, Wyoming and the Town council of the Town of Jackson for three-year staggered terms. Responsibilities for overall policy and budgetary development of the JHTTB are within the purview of the Establishment Agreement of the JHTTB. The JHTTB has an Executive Director who acts as the point person to the assigned agency. To learn more about the operations of the JHTTB, [4jacksonhole.org](http://4jacksonhole.org).

The primary goal and mission of the JHTTB is to effectively spend lodging tax funds to promote travel and tourism to Teton County in a manner that is consistent with the shared values of the community. The JHTTB's actions reflect stewardship of Teton County's natural resources, highlight outstanding amenities with an increasing focus on the quality of the destination's tourism product emphasizing sustainability, longevity and community health and vibrancy. Due to a significant increase in tourism to Jackson over the past 2 years, the JHTTB has increased focus on year-round destination management and dedicated sustainability initiatives. Other goals include:

- Inspiring leisure travelers/consumers to consider a Teton County vacation
- Increasing awareness and visitation to Teton County during the shoulder seasons, fall, winter and spring, while educating summer travelers to make informed travel planning decisions to mitigate the impacts of capacity issues
- Increasing community engagement/involvement in promoting Teton County to preserve economic prosperity while encouraging them to align in adopting responsible travel practices
- Providing quality information to convert interest into travel to Teton County and grow Teton County's market share
- Allowing the Teton County community to utilize the JHTTB's promotional efforts to leverage their marketing dollars and product/cause awareness and education through cooperative programs

JHTTB's goal for the website is to be a centralized, reliable resource for visitors as well as the local community on all our destination has to offer as well as how to experience our destination successfully.

The Jackson Hole Travel & Tourism Board meets once/month, (second Thursday of every month). The board has three committees that include board members, as well as representatives from the tourism industry. The three committees are Marketing, Special Events and Sustainability. The contractor will work closely with the marketing committee and report to the JHTTB Executive Director on their activities in accordance with office and board policies. The contractor will work with JHTTB's Agency of Record for brand direction, guidelines and market insights.

Written reports from vendors are prepared monthly and distributed to board members and committee members for their review and comments. All contractors are to provide support to JHTTB Executive Director and appropriate committees and are expected to attend board and committee meetings.

For more information about the JHTTB, please refer to the JHTTB's current website - [visitjacksonhole.com](http://visitjacksonhole.com).

## **B. SERVICES REQUIRED/ROLE OF AGENCY**

The contract, if any is awarded as a result of this RFP, will require the entity selected to meet the needs of the JHTTB. The JHTTB intends to award one contract to a qualified organization/individual for website design and development, hereinafter referred to as the Contractor.

The general needs of the JHTTB and scope of work for this contract include:

1. Strategic planning
2. Account/Project management
3. Content layout, page structures, user flow
4. Front-end development
5. Content Management System (CMS) including ability to customize
6. Responsive Design
7. Booking engine integration
8. Image/video gallery with ability to integrate Libris Library
9. Robust event calendar with filtering capabilities
10. Third party widget integration
11. Customer Relationship Management (CRM) integration
12. Social site integration
13. Robust blog section
14. Server hosting, setup, and configuration
15. Launch Phase coordination
16. Search Engine Optimization
17. Website hosting (if an option)
18. Copywriting
19. Website analytics and metrics

The Contractor will assume responsibility for the performance of all required services, whether or not subcontractors are involved. The JHTTB will consider the Contractor to be the sole point of contact with regard to all matters and will not maintain contacts with any subcontractor. The Contractor, however, will specify for the JHTTB any subcontractors the Contractor intends to use and what their function(s) will be. The organization must furnish the corporate or company name and names of key personnel to be assigned to the contract by the subcontractor. The JHTTB will retain the right to inspect any phase of the Contractor's efforts in fulfillment of the contract, either on a continuing or a spot-check basis, including visits to vendors' premises. All materials, ideas, designs, layouts, etc. developed under this contract and paid for by the JHTTB are the property of the JHTTB and may not be used for any other purpose without the prior written permission of the JHTTB. If the Contractor uses subcontractors to provide any of the materials and services set forth in this contract, the Contractor shall obtain all necessary releases to assure that all materials, ideas, layouts, etc. are property of the JHTTB. A contract will be awarded for services provided starting July 1, 2022, until project completion based upon funding availability.

#### **C. PROJECT MANAGEMENT TEAM:**

Upon awarding this Contract, the Successful Proposer(s) will name one (1) individual that shall act as Account Manager for the account. The Account Manager will be responsible for servicing the account and will coordinate all programs with their teams. The Account Manager will be responsible for all deadlines and for the finished quality project.

#### **D. TERMS OF THE PROPOSAL:**

1. The Successful Proposer may bill the JHTTB monthly by submitting itemized invoices along with a Teton County voucher. JHTTB is exempt from sales and use taxes in Wyoming.
2. This Contract shall run from approximately July 1, 2022, through project completion.

#### **E. SELECTION PROCESS:**

1. **WRITTEN PROPOSALS:** Based on the enclosed written response questionnaire, written proposals will be evaluated by Jackson Hole Travel and Tourism Joint Power Board. The initial evaluation will reduce the field of Proposers to at least two (2), but not more than six (6) finalists. All finalists will be notified by Jackson Hole Travel and Tourism Joint Power Board in writing no later than May 20, 2022.
2. **FINALIST PRESENTATIONS:** The finalists, based upon the evaluation of the written proposal, will make an oral presentation to the Jackson Hole Travel and Tourism

Joint Power Board. The date and time of the oral presentation will be by mutual consent, but will take place on June 1-2, 2022. The oral presentation shall not exceed one and a half (1.5) hours in length, which shall include questions and answers.

**F. SCORING CRITERIA FOR EVALUATION OF WRITTEN PROPOSALS:**

1. (25 points) ~ Experience and quality. Special attention will be given to the skills of management assigned to the account, the Account Manager, and the creative staff.
2. (20 points) ~ Evidence that the Proposer has past successful experience in website design and development for a project of this size and scope.
3. (20 points) ~ Evaluation of a minimum of two (2) relevant examples of finished Proposer-produced websites.
4. (15 points) ~ Evidence that the Proposer has an understanding of Teton County's tourism product, and the direction JHTTB is heading.
5. (10 points) ~ Proposed pricing structure.
6. (5 points) ~ Other relevant data and information.
7. (5 points) ~ Operating as a Wyoming company is not a requirement for Proposers responding to this RFP. Companies that qualify as Wyoming residents will receive an additional five percent (5%) of the total points possible. Resident Proposers must verify residency according to Wyoming state statute.

**Total Possible Points for Written Proposal: 100 points**

**G. SCORING CRITERIA FOR EVALUATION OF FINALIST ORAL PRESENTATION:**

1. (20 Points) ~ Experience and quality. This includes the involvement of and experience level of the key members of the team (particularly account, and creative persons) and the perceived ability of the proposer to work with Jackson Hole Travel and Tourism Joint Power Board.
2. (20 Points) ~ Evaluation of the overall capabilities (current and proposed) and the ability of the Proposer to handle an account of this scope and size. Demonstrate capabilities to build successful website.
3. (20 Points) ~ Case history, process, strategic positioning, and other details for a website of which the Proposer is most proud.
4. (25 Points) ~ Provide a speculative website design/approach for the JHTTB official website, with particular emphasis on creative/thematic strategy. Creative should be rough

and inexpensively prepared. Provide specific information of how the Proposer arrived at the proposed concept.

5. (10 Points) ~ Other unique or relevant benefits that the Proposer can bring to the table.

6. (5 Points) ~ Wyoming Companies

**Total Possible Points for Oral Presentation: 100 points**

The Jackson Hole Travel and Tourism Joint Power Board will be the sole judge with respect to the evaluation of these proposals. Each Proposer will be judged on each of the criteria indicated above, and the Proposers that receive the highest scores on the written phase, maximum of six (6), will be considered a finalist and will make presentations to the Jackson Hole Travel and Tourism Joint Power Board. These finalists will be judged on the above presentation criteria following the presentation phase, and the Proposer with the highest aggregate score from the Jackson Hole Travel and Tourism Joint Power Board will proceed to final Contract negotiations.

**H. PRICE NEGOTIATION:**

Proposer should provide pricing structure as part of the RFP proposal based on required information listed below. After all criteria are evaluated, the Jackson Hole Travel and Tourism Joint Power Board will have the option to enter into Contract and price negotiations with one (1) or more of the Successful Proposer(s). At that time, all pricing and charges will be negotiated between Jackson Hole Travel and Tourism Joint Power Board and the Successful Proposer(s). Following negotiations and when final pricing arrangements have been mutually agreed upon by the Successful Proposer(s) and Jackson Hole Travel and Tourism Joint Power Board, Jackson Hole Travel and Tourism Joint Power Board may award the Contract to the Successful Proposer(s), which in the best judgment of Jackson Hole Travel and Tourism Joint Power Board, offers the optimum combination of price, and creativity.

**IV. WRITTEN RESPONSE QUESTIONNAIRE:**

Written responses should address each of the items listed below.

**Experience and quality of the Proposer and the team:**

1. Proposer name, address, phone number.
2. History of Proposer (one page or less).
3. Ownership structure and the names, titles, length of service of principals along with a brief resume for each.

4. Current clients, years of service and reference contact information for each. Identify any current clients posing a possible conflict of interest.
5. Name, title, and short resume of Account Manager, Copywriter, and Creative Team who will be assigned to the project and rationale for this choice.
6. Present plans to use Wyoming people/companies and describe what portion of budget it would represent.

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

7. From a creative standpoint only, provide four sample(s) of websites which the Proposer is most proud.
8. Briefly describe experience with content development and management. If these services do not exist in-house, indicate how the capability will be added and services provided.

**Proposed pricing structure:**

9. State your preferred compensation structure. If the compensation is commission based, be specific about what is commissionable, what is not included in the commission and explain what is included in the non-commissionable charges. If it is hourly based, state the hourly charges. If it is fee based, state how the fee is determined.
10. Describe what the method/policy/amount of charging for travel expenses and travel time will be.
11. Describe the mark-up policy and supporting rationale.

**Other:**

12. Describe any relevant services, etc., which have not been covered.

**J. QUESTION AND ANSWER PERIOD:**

Questions regarding **any part of this RFP** must be submitted **in writing**, via email, no later than **12:00 p.m. MST on May 2, 2022**, to:

Teton County and Prosecuting Attorney’s Office  
Attention: Keith Gingery, Chief Deputy County Attorney  
Email: [kgingery@tetoncountywy.gov](mailto:kgingery@tetoncountywy.gov)

Answers to all questions will be compiled, answered, and emailed to Proposers on **May 6, 2022**.

**Event Description Date**

- A. RFP Release Date; April 25, 2022
- B. Questions Due; May 2, 2022, 12:00 p.m. MST
- C. Answers emailed to Proposers; May 6, 2022
- D. RFP Closes; May 13, 2022, 11 a.m. MST
- E. Finalists Notified; May 20, 2022
- F. Oral Presentations; June 1-2, 2022
- G. Vender Recommendation/Notification; June 10, 2022

**PROPOSAL PRICE SHEET**

The undersigned agrees to provide website design and development services to the Jackson Hole Travel and Tourism Joint Powers Board in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet.

| DESCRIPTION                           | LUMP SUM PRICE<br>(Written in Words and Number) |
|---------------------------------------|---|
| Website Design & Development Services | <hr/> <hr/>                                     |

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

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 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.

1.3 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.

1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.

1.5 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 ( \_\_\_\_ ) \_\_\_\_\_

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

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

SSN/Employer Identification Number \_\_\_\_\_

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

|                           |                           |
|---------------------------|---------------------------|
| _____ Sole Proprietorship | _____ General Partnership |
| _____ Corporation         | _____ Limited Partnership |
| _____ Limited Liability   | _____ Other _____         |

If Proposer is a sole proprietorship, list:

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

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

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

SSN/Employer Identification Number \_\_\_\_\_

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

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

NAME (printed or typed)

TITLE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 that 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)

## GENERAL PROVISIONS

### 1. INDEPENDENT CONTRACTOR

1.1 The contractor shall function as an independent contractor for the purposes of the Contract, and shall not be considered an employee of the Jackson Hole Travel and Tourism Joint Power Board for any purpose. 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 and/or employees to act as an agent or representative for or on behalf of the Jackson Hole Travel and Tourism Joint Power Board, or to incur any obligation of any kind on the behalf of the

Jackson Hole Travel and Tourism Joint Power Board. The contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Jackson Hole Travel and Tourism Joint Power Board employees will inure to the benefit of the contractor or the contractor's agents and/or employees as a result of this Contract.

## 2. INSURANCE:

2.1 The contractor shall indemnify and save harmless the Jackson Hole Travel and Tourism Joint Power Board, its officers, and employees from all suits, actions, or claims of any character brought because of injuries or damage received or sustained by any person, persons, or property; on account of the operations of the said contractor or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of said contractor or from any claims or amounts arising or recovered under the Workers' Compensation Act, or any other law, ordinance, order, or decree.

## 3. LAWS TO BE OBSERVED:

3.1 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:

4.1 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:

5.1 The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which must 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.

5.2 The contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the JHTTB.

5.3 Claims for money due or to become due contractor from the JHTTB under the Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the JHTTB. Notice of any assignment or transfer shall be furnished to the JHTTB.

5.4 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:

6.1 Termination of the Contract may be made by any party at any time with or without cause, upon no less than thirty (30) days written notice by mail, or personal delivery of notice to the other parties. The Contract shall remain in full force and effect until terminated as provided herein.

6.2 The JHTTB 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 campaigns and presentations, finished documents, data, models and reports prepared under this contract shall, at the option of the Jackson Hole Travel and Tourism Joint Power Board become its property upon payment for services rendered through the termination of the Contract.

6.3 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 implemented. Administrative, contractual, and/or legal remedies as determined by the Teton County Attorney will be implemented if it appears the contractor has breached or defaulted on the Contract.

#### 7. ACCOUNT REPRESENTATIVE:

7.1 The successful proposer(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 insure that the account will be administered in an organized systematic manner.

#### 8. RESPONSIVENESS:

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

#### 9. EXTENSION AND AMENDMENT:

9.1 The proposer and the Jackson Hole Travel and Tourism Joint Power Board covenant and agree that this proposal or subsequent Contract may, with the mutual approval of the proposer and the Jackson Hole Travel and Tourism Joint Power Board, be extended under the same terms and conditions of this proposal or Contract for a period of one (1) 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:

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

11. AUDIT:

11.1 The Jackson Hole Travel and Tourism Joint Power Board or any of their duly authorized representatives shall have access to any books, documents, papers, 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:

12.1 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. Consultant warrants that no one being paid pursuant to the Contract is engaged in any activities which would constitute a conflict of interest with respect to the purposes of the Contract.

13. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

13.1 It is agreed that all finished or unfinished campaigns, creative, presentations, documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the Jackson Hole Travel and Tourism Joint Power Board, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the Jackson Hole Travel and Tourism Joint Power Board, will be turned over to the Jackson Hole Travel and Tourism Joint Power Board.

14. CONFIDENTIALITY OF INFORMATION:

14.1 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 Jackson Hole Travel and Tourism Joint Power Board for its release.

15. SOVEREIGN IMMUNITY:

15.1 The Jackson Hole Travel and Tourism Joint Power Board does not waive immunity by entering into the Contract, and Jackson Hole Travel and Tourism Joint Power Board specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

16. INDEMNIFICATION:

16.1 The contractor shall release, indemnify, and hold harmless the Jackson Hole Travel and Tourism Joint Power Board, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of contractor's performance under the Contract.