

STATE OF WYOMING
LEGISLATIVE SERVICE OFFICE

CONTRACT FOR IT CONSULTANT SERVICES WITH
ADVENTOS
October 2012

I. PARTIES

The parties to this Contract are the Wyoming Legislature, through the Legislative Service Office (hereinafter referred to as "LSO" or the "Agency") under the direction of the Wyoming Management Council, and Adventos, (hereinafter referred to as "Contractor").

II. PURPOSE

The Agency enters into this contract with the Contractor for consulting services necessary to continue development of the Wyoming Legislature's legislative management system.

III. GENERAL PROVISIONS

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be incorporated by written instrument, executed and signed by all Parties to this Contract.

B. Americans with Disabilities Act. The Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and any properly promulgated rules and regulations related thereto.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the Parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

D. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall

not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.

E. Audit/Access to Records. The Agency and any of its representatives shall have access to any books, documents, papers and records of the Contractor which are pertinent to this Contract. The Contractor shall, immediately upon receiving written instruction from the Agency, provide to the Agency all books, documents, papers and records of the Contractor which are pertinent to this Contract including any records relating to any payment or request for payment under this Contract. The Contractor shall cooperate fully with any audit by or on behalf of the Agency. The Agency may perform one (1) or more audits anytime after the effective date of this Contract, at the place of business of the Contractor, and before one (1) year after the date of final payment under this Contract. If an audit is performed at a location other than the Contractor's place of business, the Contractor shall be reimbursed by the Agency for associated expenses.

F. Award of Related Contracts. The Agency may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other Contractors and the Agency in all such cases.

G. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

H. 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 this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release.

I. Disputes/Remedies. In seeking to resolve any dispute relating to this Contract, the Agency does not waive its sovereign immunity. Any dispute or claim arising out of or relating to this Contract may be assigned to non-binding mediation upon mutual agreement of the Parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The Parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the Parties provided

for in these clauses are in addition to any other rights and remedies provided by law or under this Contract.

J. Entirety of Contract. This Contract, consisting of ten (10) pages represents the entire and integrated Contract between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

K. Extensions. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be effective only after it is reduced to writing and executed by all Parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to:

1. An unambiguous identification of the Contract being extended;
2. The term of the extension;
3. The amount of any payment to be made during the extension or a statement that no payment will be made during the extension;
4. A statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and
5. If the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

M. Indemnification. The Contractor shall hold harmless the State of Wyoming, the Agency and their officers, agents, employees, successors and assignees from any personal injury or property damage resulting from the performance of the

Contractor or any of its employees or agents under this Contract. Neither party to this Contract shall be liable to any third party for personal injury or property damage caused by the negligence of the other party to this Contract; rather, each party shall be liable in accordance with law for damages caused by its own negligence.

N. Independent Contractor. The Contractor shall function as an Independent Contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming or the Agency 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 this 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 this 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/hospitalization benefits, workers' compensation or similar benefits available to employees of the State of Wyoming or the Agency will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

O. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Agency may, at its discretion, terminate this Contract without liability to the Agency, or deduct from the Contract price or consideration or otherwise recover the full amount of any commission, percentage, brokerage or contingency fee.

P. Notices. All notices arising out of or from the provisions of this Contract shall be in writing and given to the Parties at the address provided under this Contract, either by regular mail, *facsimile* or delivery in person.

Q. Notice and Approval of Proposed Sale or Transfer of the Contractor. The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the

Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.

R. Ownership of Documents/Work Product. All documents, reports, records, field notes, materials and data of any kind resulting from performance of this Contract are at all times the property of the Agency and shall be submitted to the Agency in an organized and indexed format upon completion of this Contract.

S. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license or other restrictions.

T. Publicity. Any publicity given to the services provided pursuant to this Contract, including but not limited to notices, information, pamphlets, press releases, research, reports and similar public notices prepared by or for the Contractor, shall not be released without prior written approval from the Agency.

U. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect and either party may renegotiate the terms affected by the severance.

V. Sovereign Immunity. The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute (W.S.) 1-39-104(a) and all other state law.

W. Waiver. Failure to object to a breach of any term or condition of this Contract shall not constitute a waiver of any prior or subsequent breach.

IV. SPECIAL PROVISIONS

4.1 Authority to Sign

The Director of the Legislative Service Office is empowered to be the signatory on all contracts, agreements or modifications pertaining to this project on behalf of the Agency. Mariano Delle Donne is empowered to be the signatory on all contracts, agreements or modifications pertaining to this project on behalf of the Contractor. Such agreements, etc., not bearing these signatures or that of a designee are invalid insofar as contractual relations between the Agency and Contractor are concerned.

4.2 LSO Mailing Address

The official mailing address and number for transmitting facsimiles for the Agency for the purpose of administering this Contract are:

Dan J. Pauli, Director
Legislative Service Office
213 Capitol Building
Cheyenne, WY 82002
Fax: (307) 777-5466

4.3 Contractor Mailing Address

The official mailing address and number for transmitting facsimiles for the Contractor for the purpose of administering this Contract are:

Mariano Delle Donne
Adventos
5600 South Quebec Street, Suite 310D
Greenwood Village, CO 80111
Fax: (303) 586-4690

4.4 Subcontractors

On and after the effective date of this contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written notice to the Agency. The

Agency shall have ten (10) days following written notification of the use of any subcontractor, outside associate or consultant to perform any portion of this Contract to object to the subcontractor, outside associate or consultant, or perform the services itself if the Agency determines it can provide the services. If reasonable grounds for the objection exist, the Agency and the Contractor shall then negotiate in good faith for the selection of an alternative party.

4.5 Termination of Contract

This Contract may be terminated, with or without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms and conditions of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities.

4.6 Restrictions on Communication

In performing its responsibilities under this Contract, the Contractor agrees to obtain approval of the Agency in advance with respect to all communications with legislators and all other Wyoming state and local government officials regarding the final report and any recommendations under this Contract. The Contractor shall not communicate with the media or any other member of the public with respect to the final report and any recommendations under this Contract without the prior approval of the Agency, except to acknowledge that a contract with the Agency for the performance of services does exist and to describe the structure of Contractor.

For violation of this provision, the Agency reserves the right to terminate the Contract.

4.7 Payment and Billing Procedures

A. Payment. The Agency shall pay the Contractor for the services provided under each Work Order under this Contract.

B. Billing Procedures.

(1) The Agency shall pay the Contractor for work performed under a work order entered into under this Contract upon completion of the work under the work order. Billing invoices shall be submitted to the Agency at LSO, Room 213 State Capitol, Cheyenne, WY 82002, following activities and costs accrued since the last billing. Invoices shall be promptly processed for payment not later than fifteen (15) days after their receipt by the Agency.

(2) The Contractor shall maintain hourly records of time worked by its personnel and expense documentation to support any audits the Agency may require.

4.8 Term.

This Contract applies to work performed by the Contractor beginning October 2012, and shall expire on June 30, 2014, unless otherwise extended.

4.9 Work Orders for Deliverables.

Each deliverable identified and scheduled within the scope of work developed under this Contract shall be contained in one (1) or more work orders in accordance with this paragraph.

(1) Each work order shall:

- a. Be numbered sequentially, e.g. A1, A2, A3, etc, and specifically reference this Contract;
- b. Include a description of the work to be performed;
- c. Include an hourly rate for the Contractor's assigned personnel.

- d. Be signed by all parties to this Contract by any manual, facsimile or electronic signature;
 - e. Be incorporated as part of the Contract and be subject to all terms of the Contract.
- (2) The Contractor and the Agency agree to negotiate in good faith regarding all work orders.
 - (3) The Contractor will carefully analyze the scope of work required under each work order and will request clarification by the Agency before proceeding with any questionable directive.
 - (4) Contractor agrees that any work performed will reasonably serve the purpose intended by the Agency as described in the work order.
 - (5) Work orders may be modified by written amendment signed by all parties to this Contract.

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V. SIGNATURES

5.1 In witness thereof, the Parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this Contract.

5.2 The effective date of this Contract is the date of the signature last affixed to this page.

AGENCY

Legislative Service Office

Dan J. Pauli, Director

Date

CONTRACTOR

Adventos

Mariano Delle Donne, CEO

Date

**STATE OF WYOMING
LEGISLATIVE
SERVICE OFFICE**

**CONTRACT FOR IT
CONSULTANT SERVICES
WITH ADVENTOS**

**EXTENSION
2014**

I PARTIES

The parties to this Extension Agreement are the Wyoming Legislature, through the Legislative Service Office (hereinafter referred to as "LSO" or the "Agency") under the direction of the Wyoming Legislative Management Council, and Adventos, LLC (hereinafter referred to as "Contractor").

II PURPOSE

In October, 2012, the parties entered into a contract for consulting services necessary to continue development of the Wyoming Legislature's legislative management system (hereinafter referred to as the "Original Contract").

Under Section III K. of the General Provisions, the Original Contract, which by this reference is incorporated herein, may be extended upon mutual agreement of the parties. This Extension Agreement is executed pursuant to that provision.

The term of this Extension Agreement shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through June 30, 2016, unless terminated at an earlier date pursuant to the provisions of the Original Contract, or pursuant to federal or state statute or rule or regulation.

**III. TERMS AND
CONDITIONS.**

A. Same Terms and Conditions. Except as otherwise specifically provided in this Extension Agreement, the terms and conditions of the Original Contract shall apply to the provision of services under this Extension.

B. Additional Responsibilities of Agency. The Agency shall have no additional responsibilities.

C. Additional Responsibilities of Contractor. The Contractor shall have no additional responsibilities.

D. Payments for Services. Payment and billing procedures shall be the same as provided under the Original Contract.

Signatures. IN WITNESS THEREOF, the parties to this Extension Agreement through their duly authorized representatives have executed this Extension on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Extension Agreement as set forth herein.

The effective date of this Extension Agreement is the date of the signature last affixed to this page.

AGENCY

Legislative Service Office

Dan J. Pauli, Director

Date

CONTRACTOR

Adventos, LLC

Mariano Delle Donne, CEO

Date