

# REQUEST FOR PROPOSAL

Wyoming Judicial Branch  
2301 Capitol Avenue  
Cheyenne, WY 82002

Solicitation Number: 2025-WJB-03



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## SECTION 1. INTRODUCTION

The Wyoming Judicial Branch (“WJB”) is issuing this Request for Proposal (“RFP”) to contract with an experienced consultant to conduct a statewide civil legal needs assessment.

### 1.1 Purpose of RFP

The WJB, in collaboration with its partners Legal Aid of Wyoming and the Equal Justice Wyoming Foundation, is issuing this Request for Proposal (“RFP”) to contract with an experienced consultant to conduct a comprehensive statewide civil legal needs assessment. This effort supports the WJB’s Strategic Plan of improving access to justice, by identifying underserved communities, and making data-informed decisions to enhance service delivery (<https://www.wyocourts.gov/app/uploads/2025/06/Wyoming-Judicial-Branch-Strategic-Plan-2025-2027.pdf>).

The needs assessment will serve as a critical planning and educational tool for the WJB and its partners. The findings will help identify key civil legal issues, assess available services and identify service gaps, inform resource allocations, and guide long-term improvements in Wyoming’s civil legal ecosystem.

The needs assessment will also be used to educate a wide range of funders and relevant policy professionals, the Wyoming State Bar and its members, the media, and members of the general public.

The results of the completed needs assessment will help identify the predominant civil legal issues currently facing Wyoming’s client-eligible low-income population and assess whether those issues are being adequately addressed. It will also provide insight into demographic and other relevant trends likely to impact the legal needs of low-income communities in the reasonably foreseeable future. The assessment will examine both demographic and geographic populations to determine which are over-served, well-served, moderately served, and underserved. It will also evaluate the barriers to access that eligible clients currently face when seeking civil legal services, whether through an attorney or while navigating the court system as a self-represented litigant.

Additionally, the needs assessment will explore whether any current services are duplicative and in need of consolidation, reduction, or elimination. It will inform how future funding, programming, and staffing might be best allocated across the State to more effectively serve eligible populations. The role of technology in civil legal service delivery will also be evaluated, including whether its use should be expanded and, if so, how. It will also determine which methods of delivery of legal services potential clients/users prefer (e.g., online resources, in-person assistance, hotlines, after-hours services, etc.). The assessment will help define what constitutes effective outreach to the public, clients, and stakeholders within Wyoming’s civil legal services community. It will further consider whether specific legislative or court rule changes are needed to better support the civil legal services target population. Finally, the assessment will identify which particular standardized data sets should be collected by statewide civil legal aid providers and the courts in order to benchmark collective progress in the future.

It is important to understand that the WJB is seeking Vendors who have direct experience conducting civil legal needs assessments.

## 1.2 RFP Proposals

Vendors interested in obtaining such a Contract shall respond to this RFP in accordance with the instructions and provisions set forth herein. **To be evaluated, Proposals to this RFP must be received at the WJB, 2301 Capitol Avenue, Cheyenne WY 82002, no later than 4:00 p.m. Mountain Time (“MT”) on November 14, 2025.**

### 1.2.1 General Information

The first section of the Vendor’s Proposal must include the following general information:

- A. Vendor’s name (full legal name);
- B. Vendor’s address (principal place of business);
- C. Name of Vendor’s contact person;
- D. Telephone number for Vendor’s contact person;
- E. Email address for Vendor’s contact person; and
- F. Vendor’s Unique Entity Identifier, if applicable.

### 1.2.2 Format and Content

Vendors should provide their Proposals in the following formats:

- A. One (1) original hard copy of the Proposal by mail to the Issuing Officer at the address stated in Section 1.4;
- B. One (1) electronic copy of the Proposal in PDF format via email to the Issuing Officer at the email address stated in Section 1.4; and
- C. A “Cost Proposal” (see Attachment A and Section 4.9) must be submitted separately in a sealed envelope and not included with the response to the rest of the RFP. The Vendor’s name must be clearly identified on the envelope and on the Cost Proposal Templates.

The Vendor’s Proposal must include its plan for complying with the following sections:

- A. Vendor Financial Information (see section 2.5);
- B. Civil Legal Needs Assessment Experience (see section 4.1);
- C. Required Components (see Section 4.3);
  - 1. Vendors must provide a narrative response to subsections 4.3.1 through 4.3.4 to describe how their proposed approach will address the objectives of the statewide civil legal needs assessment. Should the Vendors desire to address the sub-sections out of the order given in the RFP, the response must contain reference to the appropriate sub-sections.
- D. Project Plan and Plan for Handling WJB Concerns (see Section 4.7);

- E. Management of Work and Single Point of Contact (see Section 4.8);
- F. Value-Added Features (see Section 4.10);
- G. Duration of Service, Ownership, and Maintenance (see Section 4.12); and
- H. Compliance (see Section 6.16).

The response to each section must be clearly identified using the above headings. As described above, the Cost Proposal (Attachment A) must be addressed in a separate document.

This does not include any “REDACTED COPY” Vendor may choose to submit. See Section 2.17.

Each hard copy of the Proposal should be bound and contained in a single volume where practicable. All documentation submitted with the Proposal should be contained in that single volume. **The WJB will not accept oral or faxed Proposals or Proposals submitted only electronically.** Vendors shall make no other distribution of the Proposals.

The time of receipt shall be the time the Proposal is received in the Issuing Officer’s office. Vendors have the sole responsibility for assuring that Proposals are received in the Issuing Officer’s office by the closing date and time.

Whether Proposals are mailed, hand delivered, or delivered by express mail, they must be delivered to the Issuing Officer’s office at the address shown in Section 1.4 below.

### **1.2.3 Identification of Proposal Envelope**

Envelopes/boxes containing Proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, “2025-WJB-03,” and the due date of the Proposal. For Proposals sent by a courier such as USPS, FedEx, or UPS, the sealed envelope should be placed inside the courier’s envelope, the courier’s envelope should be marked with the same information as the sealed envelope, and the courier’s envelope should be addressed as directed in this Section.

No other correspondence or other Proposals shall be placed in the envelope.

If an envelope containing a Proposal is prematurely opened as a result of the Vendor’s failure to comply with this Section, the Proposal may or may not be considered by the WJB, in the WJB’s sole judgment. The WJB assumes no responsibility for the premature opening of any envelope not properly identified.

## **1.3 Deadlines and Schedule of Events**

The schedule of events set out herein is the WJB’s best estimate of the schedule that will be followed. However, delays in the procurement process may occur that necessitate adjustments to the proposed schedule. If a component of this schedule, such as the closing date, is delayed, then the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date and time of the RFP at the WJB’s web address: <https://www.wyocourts.gov/court-administration/#rfp>. After the closing date, the WJB reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and Contract execution, on an as-needed basis with or without notice.

Description	Date	Time
Issuance of RFP	October 7, 2025	N/A
Deadline for Submittal of Questions	October 24, 2025	4:00 pm MT
Responses to Written Questions	October 28, 2025	4:00 pm MT
Proposals Due/Closing Date and Time	November 14, 2025	4:00 pm MT
Selection Notification/Notice of Intent to Award	December 12, 2025	4:00 pm MT
Contract Negotiations	December 15, 2025 – January 30, 2026	N/A
Contract Execution	February 2, 2026	N/A
Data Collection & Needs Assessment Conducted	February 2, 2026 – June 30, 2026	N/A
Draft Assessment Submission for Feedback	July 31, 2026	4:00 pm MT
Final Assessment Submission	August 31, 2026	4:00 pm MT
Presentation to WJB & Stakeholders	September 2026	N/A

#### 1.4 Issuing Officer

Although multiple civil legal service providers are collaborating to ensure a successful needs assessment, for administrative simplicity, the WJB will be the sole contact during the RFP process.

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#### 1.5 Definitions

“AOC” means the WJB’s Administrative Office of the Courts.

“Authorized Representative” means any person or entity duly authorized and designated in writing to act for, and on behalf of, a Vendor in negotiating or executing any contract with the WJB.

“Contract” means any written agreement awarded pursuant to the RFP.

“Deliverable” means any report, dataset, presentation, or other work product submitted by the Selected Vendor in fulfillment of the contract requirements. This includes, but is not limited to: research design documents, survey instruments, interim findings, the final written needs assessment report, supporting data files, and any in-person or virtual presentations made to the WJB and its collaborative partners. The singular or plural form of this term may be used interchangeably.

“Final Acceptance” means the written confirmation by the WJB that all deliverables required under the contract have been received, reviewed, and determined to meet the specifications outlined in the RFP and contract. It signifies that the project is complete, including submission of the final needs assessment report, presentation of findings to WJB and its partners, and delivery of all related supporting materials.

“Proposal” means the Vendor’s submission in response to this RFP.

“RFP” means this Request for Proposal, together with all attachments, amendments, and addenda to it.

“Selected Vendor” means any qualified legal entity or individual chosen by the WJB to negotiate a Contract for the provision of services described in this RFP.

“Subcontractor” means any person, company, or entity contracted by the Selected Vendor to perform the Contract work described in the RFP, regardless of the scope of the work performed. The singular or plural form of this term may be used interchangeably.

“Vendor” means any legal entity or individual that responds to this RFP. The singular or plural form of this term may be used interchangeably.

“WJB” means the Wyoming Judicial Branch.

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## **SECTION 2. GENERAL INFORMATION AND INSTRUCTIONS TO VENDORS**

### **2.1 Acknowledgment of Understanding of RFP**

By submitting a Proposal to the RFP, the Vendor is acknowledging that the Vendor:

- A. Has read and thoroughly examined the information and instructions in the RFP;
- B. Has read and understands the requirements of and specifications in the RFP and has familiarized itself with all Federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work;
- C. Agrees to comply with the information and instructions contained in the RFP; and
- D. Agrees to be bound by all terms and conditions of the RFP.

Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting Contract, nor will such failure be a basis for claiming additional compensation. If a Vendor suspects an error, omission, or discrepancy in this RFP, or if a Vendor has questions regarding the RFP, then the Vendor must notify the Issuing Officer by submitting a question as provided in Section 2.4. Any exceptions to the specified terms and conditions of the RFP must be clearly set forth within the Vendor's Proposal and are subject to acceptance by the WJB.

The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions of the existing conditions of Wyoming's civil legal services landscape, shall in no way relieve the Vendor from any obligations with respect to its Proposal or to the resulting Contract.

Vendor Proposals will remain firm and unaltered for one-hundred-eighty (180) days after the response due date shown or until the Contract is fully executed with any Vendor, whichever is earlier; provided, however, if a Selected Vendor is engaged in Contract negotiations, then the Selected Vendor will be allowed to make written Proposal modification(s) only in accordance with a written request by the WJB.

Any changes in a Vendor's Proposal or pricing in response to a WJB request are subject to acceptance by the WJB. In the event price changes or proposed service changes in response to a WJB request are not acceptable to the WJB, the Selected Vendor's award may be rescinded. At the option of the WJB, another award may be made from the Vendors that submitted Proposals, or the WJB may open the process to negotiation based upon the modified specifications.

### **2.2 Pre-Evaluation Vendor Meeting**

The WJB will not hold a pre-proposal vendor meeting in connection with this RFP.

### **2.3 Restrictions on Communicating with Staff**

From the issue date of this RFP until the final award is announced (or the RFP is officially cancelled), Vendors will not communicate for any reason with any WJB staff concerning matters relating to this

RFP except through the Issuing Officer named herein. Prohibited communication includes all methods of contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings such as lunch, entertainment, or otherwise. The WJB reserves the right to reject the Proposal of any Vendor violating this provision. The restrictions in this provision shall not apply to communication by any Vendor currently doing business with the WJB regarding the subject matter(s) of that business in the normal course of doing business.

## **2.4 Submitting Questions**

All questions concerning this RFP must be submitted in writing via email to the Issuing Officer identified in Section 1.4 of this RFP. Only written questions will be accepted. All questions must be submitted by the deadlines identified in the Schedule of Events for submitting questions. The WJB may or may not elect, in the WJB's sole judgment, to consider late questions or questions submitted by any other method than as directed by this Section. All questions about this RFP must be submitted in the following format:

Vendor Name

Question #1 Question: Citation of relevant section of the RFP.

Question #2 Question: Citation of relevant section of the RFP.

Vendors shall not use their responses to the RFP to submit questions to the Issuing Officer. Responses to questions submitted by Vendor will be posted on the WJB website in accordance with the schedule set forth in Section 1.3. Protests based on any questions will be considered waived and invalid if they are not brought to the attention of the Issuing Officer, in writing, by the deadline for written questions as provided in the Schedule of Events.

## **2.5 Vendor Financial Information**

The Vendor shall provide financial information in such a manner that the WJB can reasonably formulate a determination about the stability and financial strength of the organization, and that the Vendor has the resources necessary to successfully perform under the Contract. This must include but not be limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the requirements of this RFP, financial resources sufficient to perform the work/services required under the Contract, experience in similar endeavors, organization, date of incorporation, ownership, and number of employees. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement, if available.

The Vendor shall disclose any and all judgments, pending, expected, or threatened litigation, or other real potential financial reversals, which might materially affect the viability or stability of the Vendor's organization; or certify that no such condition is known to exist.

A confidentiality statement may be included if this portion is considered non-public information.

Misrepresentation of a Vendor's status, experience, or capability in the Proposal may result in disqualification of that Vendor from the selection process. Discovery of litigation or investigations in a similar endeavor may, at the discretion of the WJB preclude the Vendor from the selection process. The WJB reserves full discretion to determine the competence and capabilities of Vendors.

## **2.6 Failing to Comply with Submission Instructions**

Proposals to the RFP received after the closing date and time or submitted by any other means than those expressly permitted by the RFP may not be considered by the WJB. A Vendor's Proposal must be complete in all respects, as required in each section of the RFP.

## **2.7 Risk and Liabilities**

By submitting a Proposal, a Vendor assumes any and all risks and liability associated with information in the Proposal and its release.

## **2.8 Verification of Proposal Contents**

The content of a Proposal submitted by a Vendor is subject to verification. If the WJB determines in its sole discretion that the content is in any way misleading or inaccurate, the WJB may reject the Proposal.

## **2.9 Rejection of Proposals**

The WJB shall have the right to reject any or all Proposals, to waive any irregularity or informality in a Vendor's Proposal, and to accept or reject any item or combination of items at any time prior to Contract. The WJB shall also have the right to reject Proposals that do not contain all elements and information requested in the RFP. A Vendor's Proposal may be rejected if the Proposal contains any defect or irregularity that constitutes a material deviation from the RFP requirements, which determination will be made by the WJB in its sole discretion.

Any Proposal not meeting the requirements of this RFP and providing all required documentation may be considered nonresponsive. If deemed nonresponsive, a Proposal may be rejected.

## **2.10 No Commitment to Contract**

Issuance of this RFP in no way constitutes a commitment by the WJB to award a Contract.

## **2.11 The WJB's Right to Amend and/or Cancel the RFP**

The WJB reserves the right to amend this RFP. By submitting a Proposal, the Vendor shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any amendments made in writing prior to the closing date and time, whether or not such amendments occurred prior to the time the Vendor submitted its Proposal) unless expressly stated otherwise in the Vendor's Proposal. **EACH VENDOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ANY AMENDMENTS TO THE RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE VENDOR'S PROPOSAL PRIOR TO THE RFP CLOSING DATE AND TIME.** Vendors are encouraged to frequently check the WJB's website (<https://www.wyocourts.gov/court-administration/#rfp>), for additional information. The WJB reserves the right to cancel this RFP at any time before a Contract is fully signed and executed pursuant hereto.

## **2.12 Conflict of Interest, Contingent Fees, and Finder's Fee**

No person shall be hired or retained or given anything of monetary value to solicit or secure the

Contract, excepting bona fide employees of the Vendor.

Vendor warrants that no kickbacks, gratuities, or contingency fees have been paid or promised in connection with this RFP.

Vendor 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.

Vendor warrants that no finder's fee, employment agency fee, or any such fee related to the Proposal shall be paid.

The WJB shall have the right to reject the Proposal or cancel the Contract without liability for a breach or violation of this provision.

### **2.13 Costs of Preparing Proposals**

Each Vendor's Proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The costs of developing the Proposal and participating in the procurement process (including any protest process) are the sole responsibility of Vendors. The WJB is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendors' Proposals, regardless of whether a particular Vendor is selected for negotiations. Any costs associated with any oral presentations to or negotiations with the WJB will be the responsibility of the Vendor and will in no way be charged to the WJB.

### **2.14 Vendor Contact**

The WJB will consider the person identified as the single point of contact in a Vendor's Proposal as the contact person for all matters pertaining to the Proposal, unless the Vendor designates another person in writing and such a designation is agreed to by the WJB.

### **2.15 Request to Modify or Withdraw Proposal**

Vendor may make a written request to modify or withdraw the Proposal at any time prior to the scheduled "Proposals Due/Closing Date and Time." No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original Proposal and plainly marked "Modification to, or Withdrawal of, Proposal." Only written requests received by the WJB prior to the scheduled "Proposals Due/Closing Date and Time" will be accepted. WJB will correct the Proposal after opening it. If the Proposal is accepted and the Vendor fails to furnish the service agreed upon in the Proposal, that Proposal may be eliminated from future consideration.

### **2.16 Right to Request Additional Information**

The WJB may make such reasonable investigations as it deems proper and necessary to determine the ability of a Vendor to perform the services, and the Vendor shall furnish to the WJB all such information and data for this purpose as may be requested. The WJB has the option of requesting from the Vendor any information deemed necessary to determine the Vendor's responsibility. If such information is required, the Vendor will be so notified and will be permitted a reasonable time not to exceed seven (7) business days to submit the requested information. The WJB reserves the right to

reject any Proposal if the information submitted by the Vendor fails to satisfy the WJB that such Vendor is properly qualified to meet the requirements of the RFP and any resulting Contract. The WJB will not be liable for any costs associated with requests for additional information or clarification.

## **2.17 Procedures for Securing Confidentiality of Vendor Data**

If a Vendor considers any portion of the documents, data, or records submitted in a Proposal to this solicitation to be confidential, trade secrets, or otherwise not subject to public disclosure, the Vendor must, in addition to the required copies set forth in Section 1.2.2, also provide the WJB with a separate, redacted copy of its Proposal on a thumb or zip drive in PDF format, marked clearly as a “REDACTED COPY,” and briefly describe the redacted item in a separate writing and the grounds for claiming exemption from public disclosure. This redacted copy shall be provided to the WJB at the same time the Vendor enters its Proposals and must exclude or redact only those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, trade secret, or otherwise not subject to disclosure.

Furthermore, Vendors shall protect, defend, and indemnify the WJB for any and all claims arising from or relating to the Vendor’s determination that the redacted portions of its Proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in the Vendor’s separate writing that must accompany the redacted copy.

If a Vendor fails to submit a redacted copy with its Proposal, the WJB is authorized to disclose the entire document(s), data, and/or records submitted by the Vendor.

By submitting a Proposal, the Vendor agrees that the WJB may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for disclosure. By submitting a Proposal, the Vendor consents to such copying and warrants that such copying will not violate the rights of any third-party. The Vendor shall grant the WJB the right to use ideas or adaptations of ideas presented in its Proposals.

## **2.18 Disposition of Proposals**

All Proposals become the property of the WJB and shall not be returned to the Vendor, the contents of all Proposals may be in the public domain and available for public disclosure at the discretion of the WJB, except for the information which Vendor properly redacted according to Section 2.17 of the RFP.

## **2.19 Joint Ventures**

If anyone or any company other than the Selected Vendor performs the work, that person/company would be a Subcontractor.

Unless waived by the WJB in writing, the combined effort provided by Subcontractors may not exceed thirty (30) percent based upon total proposed cost. The Vendor shall not enter into any subcontracts for any of the work completed under this RFP without the WJB prior written authorization. All Subcontractors and their employees must be disclosed to the WJB at least twenty (20) days prior to beginning work on the project.

The WJB reserves the right to refuse to permit Subcontractors or employees from working on the project. Any Subcontractor or its employees, agents, or assigns who are exposed to confidential information may be required to have a criminal-background check and provide assurances to maintain confidentiality in accordance with the Contract. Costs for background checks must be borne by the Vendor.

## **2.20 Evaluation and Selection**

The WJB will conduct a comprehensive, fair, objective, and impartial evaluation of Proposals received in in this RFP using the criteria outlined in Section 4, "Evaluation Criteria."

## **2.21 Information from Other Sources**

The WJB reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts, the qualifications of any Subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

## **2.22 Total Cost of the Resulting Contract**

The total cost of the Contract shall be a fixed fee, and at no time shall it exceed the total amount quoted by Vendor in response to Section 4.9. This total cost must include all expenses related to project planning, data collection, survey and instrument design, qualitative and quantitative analysis, stakeholder engagement, preparation of a fully-completed written needs assessment, supporting appendices, and an in-person presentation of findings to the WJB and its collaborative partners (See Section 4.4).

## **2.23 Contract Negotiations**

The Selected Vendor will be required to enter into discussions with the WJB with the goal of completing and executing a Contract.

Negotiation and execution of the Contract(s) shall be completed no later than sixty (60) days from the date of the Notice of Intent to Award or such other time as designated by WJB. If the Selected Vendor fails to negotiate and deliver an executed Contract by that date, the WJB, in its sole discretion, may cancel the award and award the Contract to an alternate Vendor the WJB believes will provide the best value to the WJB. The WJB will not negotiate concurrently with more than one Vendor for the same award.

## **2.24 No Contract Rights Until Execution**

No Vendor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the Selected Vendor and the WJB.

## **2.25 Advertising Award Conditions**

A fully executed Contract should be completed with the WJB before the Selected Vendor may advertise the award of the Contract or the services being performed. The Vendor should agree not to refer to awards in commercial advertising in such a manner that states or implies that the Vendor or its services are endorsed or preferred by the WJB.

## **2.26 Beginning Work**

The Selected Vendor may not perform any work that could be billed until a Contract has been executed. The WJB will not pay the Selected Vendor for any work performed before execution of the Contract, regardless of any effective date specified in the Contract.

## **2.27 No Discrimination**

The WJB will ensure that minority business will be afforded full opportunity to submit Proposals. The WJB will not discriminate on the grounds of age, race, color, sex, creed, national origin, or disability status.

The Vendor also agrees that should the Vendor be awarded a Contract, it will not discriminate against any person who performs work thereunder because of age, race, color, sex, creed, national origin, or disability. In addition, the Vendor that the WJB may contract with shall comply with the Americans with Disabilities Act and the Wyoming Fair Employment Practices Act.

## **2.28 Transmittal Letter**

The Proposal Transmittal Letter must be an offer of the Vendor in the form of a standard business letter on business letterhead. Following the cover sheet and table of contents, the Letter must be the first page of the Proposal as described in Section 1.2.2., Format and Content.

The Letter must be signed by a company officer empowered by the Vendor organization to bind the Vendor to the provisions of the RFP and any Contract awarded pursuant to it.

The Letter must state that the Proposal remains valid for at least one-hundred-eighty (180) days subsequent to the Closing Date and Time (Section 1.3) and thereafter in accordance with any resulting Contract between the Selected Vendor and the WJB.

The Letter must provide the complete legal name, form of business (e.g., LLC, Inc., etc.), and Federal Employer Identification Number ("FEIN") of the firm making the Proposal.

The Letter must provide the name, physical location mailing address (a P.O. Box address is unacceptable), email address, and telephone number of the person the WJB should contact regarding the Proposal.

The Letter must state whether the Vendor or any individual who will perform work under the Contract has a possible conflict of interest (e.g., employment by the State of Wyoming or the WJB) and, if so, must state the nature of that conflict. The WJB reserves the right to deny or cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the Proposal, offer, or award. Such determination regarding any questions of conflict of interest must be solely in the discretion of the WJB.

The Letter must state unequivocal understanding of the general information presented in all Sections of the RFP and agree with all requirements/conditions listed in the RFP.

The Letter must state that the Vendor understands and will comply with the Contract Terms and Conditions as set out in Section 6. **IF THE VENDOR IS UNABLE TO COMPLY WITH ANY SPECIFIC PROVISION, THE VENDOR MUST CLEARLY IDENTIFY THE SECTION**

**NUMBER AND PROVIDE A DETAILED EXPLANATION OF THE REASON FOR NON-COMPLIANCE.**

The Vendor must acknowledge in the Letter that the combined effort provided by Subcontractors may not exceed thirty (30) percent of the total proposed cost.

**2.29 Certification of Ownership and Indemnification**

The Vendor must certify that it is either the lawful owner or licensee of any proprietary licenses, patents, copyrights, or proprietary trade secrets used to plan or complete the needs assessment is a result of, or will be as a result of, the Vendor's original work. The Vendor must be willing to agree to defend and indemnify the WJB and the State of Wyoming against any claim by a third-party or party alleging infringement of any license, patent, copyright, or proprietary trade secret at the Vendor's expense. The Vendor Certification of Ownership and Indemnification is found in Attachment B.

**2.30 Proposal Compliance Checklist**

All Vendor Proposals to the RFP shall be given an initial inspection per Attachment C, the Proposal Compliance Checklist.

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## **SECTION 3. GENERAL INFORMATION ABOUT COMMON CIVIL LEGAL NEEDS**

### **3.1 Client Eligibility**

The client population for free civil legal services within Wyoming is at or below one-hundred and twenty five percent (125%) of the federal poverty level, or up to two-hundred percent (200%) of the federal poverty level with qualifying conditions.

### **3.2 List of Common Services**

The following is a brief overview of the common civil legal services provided within the State of Wyoming. More detailed information is available upon request.

#### **3.2.1 Domestic Law**

Legal assistance in divorce, custody and visitation disputes, guardianship for adults and minors, child support modifications, paternity actions, and grandparent visitation matters.

#### **3.2.2 Public Benefits**

Representation in matters involving denial, overpayment, or underpayment of public benefits, including services through the Department of Family Services (DFS), Medicaid, and the Social Security Administration (SSA).

#### **3.2.3 Consumer**

Defense in collection lawsuits, wrongful garnishments or asset seizures, debt buyer actions, small claims disputes, and bankruptcy.

#### **3.2.4 Housing**

Legal support for tenants in landlord-tenant disputes, including evictions, security deposit claims, enforcement of habitability standards, housing benefit matters, and utility shutoff prevention.

#### **3.2.5 Native American Rights**

Legal services for Native Americans statewide, including on the Wind River Indian Reservation. Services include all core civil legal priorities, and a focus on protecting children and survivors of domestic violence.

#### **3.2.6 Senior Services**

Legal assistance for low-income seniors in areas such as powers of attorney, affidavits of survivorship, guardianship, conservatorship, grandparent visitation, and simple wills. This category also emphasizes proactive outreach, including regular visits by legal aid staff to nursing homes, senior centers, and libraries to provide legal education.

#### **3.2.7 Taxpayer Assistance**

Representation before the Internal Revenue Service (IRS) and public outreach to help individuals understand and resolve federal tax-related issues.

### 3.2.8 Emergency Assistance

Legal intervention in urgent matters that fall outside standard service categories but require immediate action to address serious risks to health, safety, housing, or other essential needs, often due to unforeseen or rapidly changing circumstances.

### 3.3 Supplementary Information

Vendors are encouraged to review the following resources prior to submitting a response. These materials may provide helpful context regarding Wyoming's civil legal services landscape and expectations related to needs assessment and priority setting. If respondents wish to request additional relevant information prior to submission, please contact the WJB's Issuing Officer as outlined in Section 1.4 of this RFP.

- A. [Legal Services Corporation's guidance on Comprehensive Needs Assessment and Priority Setting](#); and
- B. [List of current nonprofit civil legal service providers and their office locations within the State of Wyoming](#).

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## **SECTION 4. RFP PROPOSAL FACTORS**

This section contains detailed requirements for the provision of professional services by a qualified Vendor responding to this RFP, namely to research and design documents, survey instruments, interim findings, the final written needs assessment report, supporting data files, and any in-person or virtual presentations made to the Wyoming Judicial Branch and its collaborative partners. Vendors are required to provide the information and/or documents requested in Section 1.2.2, “Format and Content.” The WJB may disregard any documentation not properly referenced. Any Vendor, by virtue of responding to this RFP, expressly agrees to perform according to the terms of, and to meet and honor the expectations and desires contained in, this Section 4.

### **4.1 Relevant Experience**

The Vendor shall describe its experience (to include the total number of years) successfully completing needs assessments and providing professional services similar in scope to those described in the RFP.

The Vendor shall identify three (3) references from current or former clients (preferably other court or government entities). The references should be able to attest to the experience of the Vendor in completing needs assessments of similar scope. For each reference, the Vendor shall provide the client name and address; contact name, title, phone number, and email address; dates of service to client; and a description of the services provided.

The Vendor shall provide a list of any clients lost within the last three (3) years, including a contact name, title, telephone number, and email address of the client, if available; and state the length of service for the client and reason for loss. If the Vendor has not lost any client in the last three (3) years, the Vendor should so indicate by stating, “[Vendor] has not lost any client in the last three (3) years.”

### **4.2 Overview of Required Services**

The selected Vendor will conduct a comprehensive statewide needs assessment for civil legal services in Wyoming. This includes:

- A. Description of research design and methodology;
- B. Results of the collection and analysis of quantitative and qualitative data collected from surveys, interviews, focus groups, relevant datasets, etc.;
- C. Final written report with supporting appendices, analysis of civil legal services needs and strengths, and findings and actionable recommendations;
- D. Development of an Executive Summary; and
- E. At least one in-person presentation of results to the WJB and stakeholders.

### **4.3 Data Collection, Design, and Analysis Methodology**

The WJB requires the Vendor to be responsible for the design of all relevant surveys, interview questionnaires, and facilitation guides necessary to collect and analyze data regarding the civil legal services needs within the State of Wyoming (including the Wind River Indian Reservation). This will be done in collaboration with Wyoming’s civil legal services community.

The WJB requires the Vendor to either administer all interviews, surveys, and facilitation groups or, where appropriate, effectively train staff/volunteers from Wyoming's civil legal services community (e.g. the partners collaborating on the needs assessment) to undertake some of the interviews/surveys. An AmeriCorps VISTA member will be assigned to assist with interviews/surveys.

The WJB tentatively prefers a mixed-method approach to address Wyoming's rural population. Ideally, the needs assessment will incorporate the below-listed data sources. The WJB remains open to the Vendor's guidance on a needs assessment within a rural populace state.

#### **4.3.1 Data Collection, Design, and Analysis Methodology**

Interviews, surveys, or facilitated meetings (whichever is most effective) to fulfill the purpose of the RFP as listed in Section 1.2 should include the following stakeholder groups:

- A. Wyoming civil legal service providers, to include executive leadership, attorneys, and paralegals (e.g. individuals working for the nonprofit organizations collaborating on the needs assessment, plus others if determined);
- B. Judges, court clerks, administrators, and other relevant court staff/officials;
- C. Current and former civil legal services clients (as identified from partnering organizations);
- D. Current and former self-represented litigants that are low-income civil court users (those identified as representing themselves in court without an attorney);
- E. Potential clients (those identified as eligible for services, but not yet using free civil legal services for whatever reason); and
- F. Staff from non-legal, complimentary organizations serving the same eligible client population (e.g. homeless shelters, victim service providers, caseworkers, and other social service providers).

#### **4.3.2 Trend Analysis of Open and Closed Cases at Civil Legal Service Providers**

Review of open cases at partnering nonprofit legal service providers between 2020-2025 by client legal issue and geographic distribution; and a review of cases closed by legal issue/case type, client demographics (including but not limited to age, race, income level, etc.) level of service provided, and geographic distribution.

*NOTE:* The WJB's collaborative team can work with the legal service providers to pull and categorize the types of cases for the Vendor, so that the Vendor can focus on identifying trends.

#### **4.3.3 Trend Analysis of Civil Law Court Cases**

Some eligible clients are not aware of the services that are available or choose to represent themselves, rather than seek free legal counsel. An analysis of select WJB civil case data between 2020-2025 will help identify how the collaborative team can better reach potential clients and educate and prepare low-income Wyoming residents who wish to self-represent.

*NOTE:* The WJB’s collaborative team can pull and categorize the types of cases for the Vendor, so that the Vendor can focus on identifying trends.

#### **4.3.4 Demographic Analysis**

Gather and review demographic data about Wyoming’s eligible client population, through existing publicly available data sources. The review shall include an estimated number of the client population, geographic location, language, and racial, gender, age, and ethnic composition mapped in relation to availability of existing civil legal services in the state. If the Vendor deems it relevant, helpful, and affordable, the WJB would also be interested in any data external to Wyoming that could affect future service delivery trends or provide a useful base for comparison.

#### **4.4 Vendor Presentation**

Vendor shall provide at least one (1) in-person presentation to the WJB and the collaborative team at the end of the engagement to highlight the needs assessment process, findings, recommendations, and to answer questions.

#### **4.5 Timeline**

Final Deliverables must be completed within a timeline agreed upon in contract negotiations.

#### **4.6 Proposal Requirements**

Proposals will be evaluated based on:

##### **4.6.1 Written Narrative**

The Vendor shall describe the approach to implementing the needs assessment through a structured, multi-method approach that aligns with the priorities and expectations outlined in Section 4.3. This shall include the Vendor recommendation on the number of interviews, surveys, and facilitated meetings during the data collection stage.

The Vendor shall describe the plan to meet deadlines if awarded a Contract.

The Vendor shall describe, if any, any cost or efficiency suggestions.

The Vendor shall describe, if any, additional analysis or process suggestions as part of the needs assessment, and the benefit of those additional aspects.

#### **4.7 Project Plan and Plan for Handling WJB Concerns**

The WJB expects the Selected Vendor to provide high-level project communication during the needs assessment and to provide plans for implementation and completion, which must include, but not be limited to, regular progress reports and notification of any issues that arise or that may delay delivery of the final needs assessment and related findings. During the Selected Vendor’s performance of work under the Contract, the WJB expects the Selected Vendor to expeditiously resolve and address any problems and complaints presented by the WJB.

#### **4.7.1 Minimum Proposal Documentation**

- A. The Vendor shall provide a high-level project plan with milestones and Deliverables based on the requirements in the RFP; and
- B. The Selected Vendor shall describe in detail its plan for dealing with issues or concerns presented by the WJB, detailing at what point the issue or concern would escalate to the next level of supervision or management.

#### **4.8 Management of Work and Single Point of Contact**

The WJB expects a single point of contact and an escalation contact for all matters pertaining to the work to be performed under the Contract, and for that person to oversee and manage the project.

The Selected Vendor's single point of contact will report to the WJB at proposed or specified intervals via status reports and other interaction such as meetings and emails. Such reports should include documentation of completed work and planned work for the next period and any issues to be addressed. Any change of single point of contact must be approved by the WJB.

The Selected Vendor's escalation contact must be an Authorized Representative of the Vendor who has legal decision-making authority.

Should the Selected Vendor incur costs associated with travel (to include lodging and per diem costs) before or during the course of the Contract, those costs must be included in the Selected Vendor's cost as a part of the firm and fixed price as described in Section 4.7. A Vendor is expected to cover all travel and costs related to Contract performance and will not be reimbursed by the WJB.

#### **4.9 Cost**

By submitting a Proposal, the Vendor agrees that it has read, understands, and will abide by the following:

- A. The total cost shall be the only cost, fee, or charge by the Vendor to the WJB for all services required under this RFP;
- B. The total cost quoted and listed in the Proposal shall be firm throughout the term of the resulting Contract, unless otherwise noted in the Vendor's Proposal to the RFP or in the Contract, or unless it is reduced by the Selected Vendor during the performance of the Contract; and
- C. The total cost of the Contract will include all costs associated with the development, implementation, and completion of the needs assessment, including data collection, analysis, reporting, and knowledge transfer activities, as well as the production of each Deliverable provided pursuant to this RFP.

Payment by the WJB may be divided and conditioned on the Selected Vendor's meeting the milestones and providing the Deliverables set forth in the Selected Vendor's project plan as required by Section 4.5 of the RFP and agreed to in the Contract between Selected Vendor and the WJB. The Selected Vendor further acknowledges and agrees that final payment may be contingent on the WJB's Final Acceptance.

The Vendor shall provide a detailed breakdown of proposed total cost for all services required under this RFP.

Vendor's "Cost Proposal" (Attachment A and Section 1.2.2) must be submitted in a sealed envelope and not included with the response to the rest of the RFP. The Vendor's name must be clearly identified on the envelope and on the Cost Proposal.

#### **4.9.1 Contractor Discounts**

Vendor shall state in their Cost Proposal if they offer any payment discounts, including but not limited to prompt pay discounts, and cash discounts.

The WJB may agree to pay in fewer than forty-five (45) days if an incentive for earlier payment is offered.

The WJB will consider such discounts when evaluating each Proposal.

#### **4.10 Value-Added Features**

The Vendor may identify and describe any value-added features beyond the requirements set forth in the RFP and should detail the associated costs. At a minimum, the Vendor shall provide a fully loaded "Time and Materials" rate for items outside the scope of the requirements of the RFP.

#### **4.11 Invoice Payment Retention**

The WJB will negotiate an acceptable payment schedule with the Selected Vendor. Paying invoices will be contingent upon the Selected Vendor successfully completing the Deliverables within Vendor's proposed deadlines, and upon the WJB's written acceptance of the Deliverables or services.

The WJB will not pre-pay deposits or retainers under any circumstances.

#### **4.12 Duration of Service, Ownership, and Maintenance**

Services shall begin upon execution of a Contract and shall terminate upon completion of all Deliverables and issuance of Final Acceptance by the WJB. The WJB requires the Vendor to work in an agile, responsive manner, prioritize tasks as directed by the WJB, and provide consistent weekly progress updates throughout the project lifecycle.

As part of the Final Acceptance phase, the Vendor shall be required to produce and deliver all project artifacts to the WJB. This includes, but is not limited to, interview and survey instruments, raw and aggregated data, notes, analysis summaries, meeting documentation, and all final reports or findings. The WJB shall retain ownership of the final needs assessment, associated data, and all supporting documentation.

Ongoing maintenance or future updates to the needs assessment are not expected to be provided by the Vendor after completion unless separately contracted. The WJB owns all data collected or generated during the course of the needs assessment and reserves the right to use, share, or publish this information at its discretion.

## SECTION 5. PROPOSAL EVALUATION, NEGOTIATIONS, AND AWARD

The WJB will conduct a comprehensive, fair, objective, and impartial evaluation of all timely and complete Proposals received in this RFP using the steps described below. The objective of the evaluation process is to identify the Proposal that the WJB determines best meets the interests of the RFP. Once the evaluation process has been completed (and any negotiations the WJB desires to conduct have occurred), the Selected Vendor will be required to enter into discussions with the WJB with the goal of completing and executing a Contract setting forth the terms and conditions of the parties' agreement.

### 5.1 Administrative/Preliminary Review

The Proposal will be reviewed by the Issuing Officer to determine the Proposal's compliance with the following requirements:

- A. The Proposal was submitted by the closing date and time in accordance with Section 1.3; and
- B. The Proposal is complete, contains all required documents, and meets the minimum requirements required by the RFP.

### 5.2 Final Selection

The WJB's evaluation committee will select the finalist by compiling the qualifications, solutions, references, and price evaluation criteria of the top ranked Vendor that the WJB's evaluation committee feels would make the best solution provider.

Any work papers, individual evaluator or consultant comments, notes, or scores are confidential and not open to the public. Only the final results of the WJB may be considered public and disclosed at the WJB's sole discretion. The WJB is under no obligation to any Vendor to explain or communicate the reason for its decision beyond what is required in this RFP.

### 5.3 Evaluation Criteria

Proposals will be evaluated by the WJB's evaluation committee using the following criteria:

#### 5.3.1 Stage One

**Conformance with RFP guidelines and submittal requirements:** The Vendor must follow all RFP guidelines and submittal requirements, including the completion of required forms and templates.  
**Vendor's Ability/Willingness to Accept the Terms and Conditions:** The Vendor's ability to accept the Contract terms and conditions "as is," as outlined in the RFP. Vendor acknowledges responsibility for ensuring that the proposed solution is in line with the Vendor's Proposal and responses, and their willingness to incorporate their responses as part of the Contract.

#### 5.3.2 Stage Two

**Functionality:** How well the Proposal meets the overall needs of WJB.

**Company Background and Experience:** The Vendor's financial and organizational stability, as well

as experience performing work of a similar nature to that solicited in this RFP.

**Staffing and Organization:** The experience level and competence of the proposed Vendors and organizational staff in performing similar work for other clients and the comparability of that experience to the business and technical environment of WJB.

**Responsiveness:** How well the Vendor demonstrates its understanding of WJB project goals and objectives and how it perceives its role in carrying out the responsibilities required by this implementation.

**Project Work Plan and Schedule:** The Vendor's demonstrated understanding of the overall scope of work for this project, the proposed project approach and methodology, as well as the thoroughness and completeness of the implementation, testing, training, and deployment plans.

**Cost Proposal:** Pricing is an important aspect of the overall evaluation of the Vendor's Proposal, but not necessarily the sole deciding factor.

#### **5.3.3 Stage 3 (Finalist only)**

**Client References:** WJB will conduct reference calls to other organizations similar in size and composition to the WJB. Topics discussed will include the quality and timeliness of work performed by the Vendor and its proposed consultants for previous clients and the comparability of such work to the requirements of this RFP.

### **5.4 Method of Award**

The Vendor deemed responsive, responsible, and in the best interest of the WJB, whose Proposal is not rejected, will be selected to enter into Contract negotiations with the possibility of being awarded the Contract. The WJB will inform the Selected Vendor in writing of the opportunity to negotiate a Contract.

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## **SECTION 6. CONTRACT TERMS AND CONDITIONS**

The Selected Vendor will be required to enter into discussions with the WJB with the goal of completing and executing a Contract, and must contain terms acceptable to the WJB, including at a minimum the substance of the terms included in this Section 6. In addition, the Selected Vendor, in submitting a Proposal, agrees to be bound by the terms in this Section 6 for the purposes of this RFP. **IF THE VENDOR IS UNABLE TO COMPLY WITH ANY SPECIFIC PROVISION, THE VENDOR MUST CLEARLY IDENTIFY THE SECTION NUMBER AND PROVIDE A DETAILED EXPLANATION OF THE REASON FOR NON-COMPLIANCE.**

### **6.1 Contract Performance**

The work and professional services to be provided by the Selected Vendor under the Contract shall not be deemed complete until the Selected Vendor receives Final Acceptance from the WJB.

### **6.2 Extension and Amendment**

The Selected Vendor and the WJB covenant and agree that Vendor's Proposal and any Contract may, with the mutual approval of the Selected Vendor and the WJB, be extended six (6) months at a time, for a total Contract period not to exceed one (1) year.

### **6.3 Cooperation Between the Selected Vendor and WJB**

The Selected Vendor and its staff will have an ongoing relationship with the WJB that is based on trust, confidentiality, objectivity, and integrity. The Selected Vendor will operate at all times in the WJB's best interest and in a straightforward, trustworthy, and professional manner. The Selected Vendor shall:

- A. Work cooperatively with the WJB's staff and business partners whenever required.
- B. Work cooperatively with the staff of other vendors whenever required.

The Selected Vendor and the WJB agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. The Selected Vendor and the WJB will share information and timely notify one another upon learning that any legal claim will be or has been filed against either party. There will be no settlement of any claim arising out of the performance of the Contract by the Selected Vendor without consultation of the WJB.

### **6.4 Laws to be Observed**

The Selected Vendor 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 Selected Vendor shall protect and indemnify the WJB 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 itself or its employees.

### **6.5 Assignment**

The Selected Vendor shall not assign the Contract in whole or in part, or any payment arising therefrom, without the prior written consent of the WJB. Any purported assignment without the prior

written consent of the WJB is void. Any agreement by the WJB or the Selected Vendor to assign any portion of the Contract shall not constitute a waiver by the WJB of the requirement that it consent in writing prior to any subsequent assignments.

#### **6.6 Audit and Access to Records**

The WJB or any of its duly Authorized Representatives shall have access to the Selected Vendor's books, documents, papers, electronic data and records that are directly related to the Selected Vendor's Proposal.

#### **6.7 Sovereign Immunity**

Pursuant to Wyoming Statute § 1-39-104(a), the State of Wyoming and the WJB expressly reserve sovereign immunity and specifically retain all immunities and defenses available to them as sovereigns. The Selected Vendor 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 Selected Vendor and the WJB agree that any ambiguity in this RFP 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.

#### **6.8 Liability and Indemnification**

The Selected Vendor shall release, indemnify, and hold harmless the State of Wyoming, the WJB 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 Selected Vendor's failure to perform any of the Selected Vendor's duties and obligations hereunder or in connection with the negligent performance of Selected Vendor's duties and obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Selected Vendor's negligence or other tortious conduct.

The Selected Vendor will do nothing to prejudice the WJB from recovering against third-parties for any loss or damage to the State of Wyoming or the WJB, and will, upon request of the WJB and at the Selected Vendor's expense, furnish to the WJB reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the WJB, in obtaining recovery.

The WJB assumes no liability for actions of the Selected Vendor and will not indemnify or hold the Selected Vendor harmless for claims based on the Contract or use of the Selected Vendor provided supplies or services.

#### **6.9 Applicable Law/Venue**

The construction, interpretation, and enforcement of this RFP 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 RFP as a whole and not to any particular provision or part.

### **6.10 Insurance Coverage**

The Contract shall require the Selected Vendor to carry certain insurance policies. All such insurance policies, except workers' compensation and unemployment compensation policies, shall contain a waiver of subrogation against the WJB and its agents and employees.

The Contract between the Selected Vendor and the WJB shall require cyber liability insurance which shall be sufficiently broad to cover all duties and obligations undertaken by Selected Vendor and shall include, but not be limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or description of electronic information, release of private information, alteration of electronic information, extortion and network security, with minimum limits as follows:

- A. \$2,000,000.00 each occurrence;
- B. \$2,000,000.00 general aggregate; and
- C. Coverage should include breach response, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations. Higher limits may be required when the contract involves large amounts of protected information or is high risk.

### **6.11 Bribery Conviction**

The Vendor certifies compliance, or agreement to comply, with the following legal requirements:

- A. No person or business entity will be awarded a Contract or subcontract related to this RFP if that person or business entity:
  - 1. Has been convicted of bribery or attempting to bribe an official or employee of this or any state, or any governmental entity, in that official's or employee's official capacity; or
  - 2. Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- B. No business will be barred from contracting with WJB as a result of the bribery conviction of any employee or agent of the business if the employee or agent is no longer employed by the business, and:
  - 1. The business has been finally adjudicated not guilty; or,
  - 2. The business demonstrates to the WJB that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business. When an officer, agent, or employee of a business committed bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible officer of the business, the business will be chargeable with the conduct.

## **6.12 Disqualification for Misconduct**

No person, officer, director, member, subsidiary, or business entity employed by, or associated with a Vendor or a Subcontractor who:

- A. Has been convicted of, is presently charged with, is under indictment of, or is under investigation of a felony offense or of a criminal offense involving fraud, theft, embezzlement, forgery, perjury, an ethics violation, or sexual harassment or misconduct; or
- B. Has had a civil judgment rendered against them for fraud or has any civil charges pending against them for fraud, may be a member of the project team without a written request being made by the Vendor to the WJB and written approval of the member's participation by the WJB.

## **6.13 Work Product**

All Deliverables developed by the Selected Vendor shall be owned by the WJB and shall be considered work made for hire by the Selected Vendor for WJB. With the sole exception of any preexisting works identified below, the Selected Vendor agrees to assign, and upon creation of each Deliverable hereunder, automatically assigns, to the WJB, its successors and assigns, ownership of all right, title, and interest in each and every Deliverable, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Selected Vendor for WJB. The Vendor agrees that the WJB is the owner of all data collected as described in this RFP.

In the event that any Deliverable constitutes a preexisting work or a derivative of any preexisting work, the Vendor shall include in its Proposal a description of the nature of such preexisting work, its owner, any restrictions or royalty terms applicable to the WJB's use of the preexisting work, and the source of the Vendor's authority to utilize the preexisting work in the preparation and execution of the needs assessment.

## **6.14 Infringement Indemnification**

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 RFP shall be and is solely vested in the WJB. 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.

The Selected Vendor will, at its expense, defend and indemnify the WJB against all claims, asserted by any person, that anything provided by the Selected Vendor infringes a patent, copyright, trade secret, or other intellectual-property right, or misappropriates or violates any proprietary or privacy right and will, without limitation, pay the costs, damages, and attorney fees awarded against the WJB in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the WJB for its use or operation of the items provided by the Selected Vendor hereunder, or any part thereof, by reason

of any alleged infringement, the Selected Vendor will, in addition to its indemnification obligations, at its expense:

- A. modify the item so that it becomes non-infringing but equivalent in performance and functionality;
- B. procure for the WJB the right to continue to use the item;
- C. substitute for the infringing item other item(s) having at least equivalent performance and functionality;
- D. or, if none of the foregoing is reasonably feasible, refund to the WJB an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the WJB may incur to acquire substitute services.

### **6.15 Representations and Warranties**

The Selected Vendor represents and warrants (i) that it has and will have full and sufficient right to assign or grant to the WJB the rights granted in connection with the needs assessment pursuant to this RFP and any resulting Contract; (ii) that the needs assessment, as well as each Deliverable, does not and will not infringe any patents, copyrights, trademarks or other intellectual-property rights (including trade secrets), privacy, proprietary, or similar rights of any third-party, nor has any claim (whether or not embodied in an action, past or present and, including without limitation, any cease and desist letter) of such infringement been threatened or asserted, or is pending, against the Selected Vendor (or, insofar as the Selected Vendor is aware, any entity from which the Selected Vendor has obtained such rights).

The Selected Vendor represents and warrants (i) that all services shall be performed in a timely, professional, and workmanlike manner and in accordance with industry best practices and the terms of this RFP and any resulting Contract; (ii) and that the Selected Vendor will perform all work called for hereunder in compliance with applicable law.

### **6.16 Compliance**

All work completed under the resulting Contract must be in compliance with all applicable Federal, state, and local laws, rules, and regulations. The Selected Vendor certifies that it is in compliance, and will remain in compliance, with all Federal, state, and local laws as well as all pertinent WJB procedures in the performance of any resulting Contract.

The Vendor certifies that it:

- A. Acknowledges that the WJB may conduct a background check of any employee of the Selected Vendor or its Subcontractors; and
- B. Will have appropriate certifications, permits, and licenses in accordance with Federal and state law. The Vendor and its Subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes.

### **6.17 Other Terms**

- A. No interpretation of any provision of the RFP or the resulting Contract, including applicable specifications, is binding on the WJB unless furnished and agreed to in writing by WJB.
- B. The WJB will not be liable to pay the Selected Vendor for any goods provided, services performed, or expenses paid related to the Contract incurred prior to the beginning of, or after termination or completion and payment of, the Contract.
- C. Any work or service performed on WJB's premises and through access to WJB's controlled/maintained environments will be done through coordination with the AOC, and will, in any event, be performed so as to minimize inconvenience to the WJB and its personnel and minimize interference with the operation of WJB.
- D. The Selected Vendor who executes the awarded Contract is contractually responsible for the total performance of the Contract. Subcontracting may be allowable under conditions specified in the Contract.
- E. The Selected Vendor will be fully responsible for the negligent acts and omissions of its agents, employees, and/or Subcontractors in their performance of the Selected Vendor's duties and obligations under the resulting Contract.
- F. The Selected Vendor, or its Subcontractors or employees who perform services requiring a license or certification, will have and maintain said required licenses or certifications at all times during the performance of services for WJB.
- G. If the Selected Vendor is unable to secure or maintain Subcontractors or individuals named in the Contract to render the services set forth in the Contract, the Selected Vendor will not be relieved of its obligations to complete performance. The WJB, however, will have the option to terminate the Contract upon written notice to Selected Vendor.
- H. Any Contract termination notice shall not relieve the Selected Vendor of the obligation to return any and all documents and data provided or generated as a result of this RFP, including but not limited to, any works in progress for which the WJB has rendered payment.
- I. The parties acknowledge and agree that the Selected Vendor must be free of conflicts of interest in accordance with all federal and state regulations while performing the duties within the Contract and any amendments.
- J. The parties acknowledge and agree that the WJB shall have the option to terminate this Contract at the end of any fiscal year of the State of Wyoming in the event the State fails to appropriate funds to make payments under this Contract for the ensuing fiscal year.

**[End of 2025-WJB-03]**

## Attachment A. Cost Proposal Templates

WJB Out-of-Pocket Costs Paid to Vendor

<b>Vendor:</b>						
<b>Authorized Signature:</b>					<b>Date:</b>	
<b>Category</b>	<b>Year 1 Cost</b>	<b>Year 2 Cost</b>	<b>Year 3 Cost</b>	<b>Year 4 Cost</b>	<b>Year 5 Cost</b>	<b>Ongoing Years</b>

***NOTE: All Costs must be shown in U.S. dollars***

**Vendors may note additional services they can offer and, if applicable, the associated monthly cost per employee (use additional sheets if needed):**

Brief Description of Service	Cost and Unit Description

## Attachment B. Vendor Certification of Ownership and Indemnification

### **VENDOR CERTIFICATION OF OWNERSHIP AND INDEMNIFICATION**

I hereby attest and certify that the Vendor is either the lawful owner of any proprietary licenses, patent, copyrights or proprietary trade secrets used to plan or complete the needs assessment is a result of, or will be as a result of, the Vendor's original work. I further attest and certify that the Vendor agrees to defend and indemnify the Wyoming Judicial Branch and the State of Wyoming against any claim by a third-person or party alleging infringement of any license, patent, copyright, or proprietary trade secret.

\_\_\_\_\_  
Signature of Vendor

By: \_\_\_\_\_

Its: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Attachment C. Proposal Compliance Checklist

### ***NOTICE TO VENDOR:***

It is highly encouraged that the following checklist be used to verify completeness of Proposal content. ***It is not required to submit this checklist with your proposal.***

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Vendor Name

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Issuing Officer

Review Date

*Proposals for which **ALL** applicable items are marked by the Issuing Officer are determined to be compliant for responsive proposals.*

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Vendor's original Proposal received on time at correct location.
<input type="checkbox"/>	2. Vendor submitted the specified copies of Proposal and in electronic format.
<input type="checkbox"/>	3. The Proposal is a complete and independent document, with no references to external documents or resources.
<input type="checkbox"/>	4. Vendor submitted all attachments to RFP.
<input type="checkbox"/>	5. The Proposal includes written confirmation that the Vendor understands and must comply with all of the provisions of the RFP.
<input type="checkbox"/>	6. The Proposal includes Relevant Experience as described in Section 4.1.
<input type="checkbox"/>	7. The Proposal includes background as described in Section 2.5.
<input type="checkbox"/>	8. The Proposal includes a detailed description of the plan to conduct a statewide civil legal needs assessment as outlined in the RFP regarding each element listed in Section 4.