

# **SUPREME COURT OF APPEALS OF WEST VIRGINIA**

## **REQUEST FOR PROPOSALS**

*Leadership Workshop for Court Administrators  
in Charleston, West Virginia*



**REQUEST FOR PROPOSALS ISSUED APRIL 1, 2025**

**RESPONSES DUE APRIL 22, 2025**

**ALL DETAILS ARE INCLUDED IN THE FOLLOWING PAGES**

**SUPREME COURT OF APPEALS OF WEST VIRGINIA  
REQUEST FOR PROPOSALS (“RFP”)**

**LEADERSHIP WORKSHOP FOR COURT  
ADMINISTRATORS**

**RFP PROCESS TIMEFRAMES**

**Request for Proposals Release Date:** April 1, 2025  
**Request for Proposals Due Date:** April 22, 2025, by 5:00 p.m. EST  
**Anticipated Proposal Award Date:** June 1, 2025

**SUBMISSION OF PROPOSALS**

Prospective awardees must submit completed proposal documents within the above-stated timeframe and as follows:

Submit Complete Proposals to:

**EVAN LYNCH**  
Deputy Administrative Director  
Supreme Court of Appeals of West Virginia  
1900 Kanawha Boulevard East  
Building 1, Room E-100  
Charleston, West Virginia 25305

Preferred Method of Submission:

**ELECTRONIC**  
[evan.lynch@courtsvw.gov](mailto:evan.lynch@courtsvw.gov)

## **DESCRIPTION OF THE PROJECT DELIVERABLE**

The Supreme Court of Appeals of West Virginia (“Court”) seeks assistance with the development and delivery of a leadership workshop for managers in its Administrative Office of the Courts (“AOC”). The successful vendor will provide a two-day high-quality training focused on topics such as leadership and teamwork, strategic conversations, decision charting and decision making, effective communication, scheduling and time management, workplace wellbeing, and other leadership topics identified in collaboration between the successful vendor and the AOC. The two-day workshop will be held in person in Charleston, West Virginia, for approximately 15-20 participants. Training dates are flexible, but September/October 2025 dates are preferred.

## **PROPOSAL AWARD PROCESS**

The Court will subject all proposals to thorough evaluation based on criteria, such as

- Completeness of submission
- Cost-effectiveness and financial feasibility
- Knowledge base and experience of the proposing entity
- Projected quality and reliability of deliverables

Note that in determining and evaluating the best proposal, the prices will not necessarily be controlling, but quality, efficiency, general terms, suitability of the service offered, and reputation of the service in general will also be considered along with any other relevant factors.

The AOC will select two finalists, if supported by the number and quality of the proposed submissions. The finalists may be asked to produce additional information and/or submit to an interview process. The final selection of a successful proposal is subject to the approval of the Court. The Chief of Court Services will notify the responsible entity of the successful proposal. The Court will post the results of the award process on its website ([www.courtswv.gov](http://www.courtswv.gov)) which shall serve as notice concerning the process to all those submitting proposals.

## **ADMINISTRATIVE AND CONTRACTING REQUIREMENTS**

The vendor submitting the successful proposal shall be required to enter into a contract with the Court concerning the terms of engagement for professional services required to timely supply materials and training services (“Project Deliverable”) as described in this RFP. The contract will reference all details concerning payment, quality, and other relevant terms and conditions of the engagement. Work on the Project Deliverable shall not commence until the contract has been executed by the Court and vendor submitting the successful proposal.

This contract must comply with West Virginia law, including the requirements of West Virginia Code § 5A-3-62, and be willing to comply with the terms and conditions of the State of West Virginia Addendum to Vendor’s Standard Contractual Forms (“WV-96”) attached as Addendum 1.

The final contract will also include a copy of the vendor’s proposal. The contract will reference all

details concerning payment, quality, and other relevant terms and conditions of the engagement. Work on the Project Deliverable shall not commence until the contract has been executed by the Court and vendor submitting the successful proposal. Work on the Project Deliverable shall commence immediately upon award and execution of a final contract.

The Court reserves the right to revise or amend the specifications of any other part of the RFP up to the submittal due date by way of written addendum. Copies of such addenda shall be furnished to all prospective vendors.

The Court reserves the right to declare submission(s) as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided, or where proposals, modifications, or corrections are received after the closing date specified. The Court also reserves the right to reject proposals, waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the Court. The Court reserves the right to issue single or multiple contracts with one or more vendors.

The vendor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal or directly or indirectly sought to fix the price of a vendor or any other bidder, or otherwise secure any advantage against the public body awarding the contract.

### **PROJECT COMPLETION DEADLINE AND CONTRACT TERMS**

- **Project Commencement:** Immediately upon award and execution of the contract.
- **Termination Clause:** The Court reserves the right to terminate the contract with 30 days' notice if contractual obligations are not met.

### **PROPOSAL COMPONENTS AND PROJECT DELIVERABLE REQUIREMENTS**

All proposals submitted in response to this RFP must include all the following components for it to be considered a complete submission:

1. Cover page that includes the following information:
  - a. Reference to the AOC's Leadership Workshop;
  - b. Name of the entity responsible for the proposal, which shall be considered responsible for the Project Deliverable; and
  - c. Contact information for the primary contact (mailing address, telephone, email).
2. Curriculum outline/summary.
3. A pricing list/budget including a breakdown of all expenses, such as kick-off/planning meetings, survey(s), travel, curriculum costs, follow-up resources, etc. The budget should be based on a two-day in-person training in Charleston, West Virginia, in the fall of 2025.
4. A narrative discussion of vendor/consultant qualifications, which may include references or testimonials from current or former clients. Experience working with judicial officers, court administrators/personnel, or representatives of court-related agencies is highly desirable but not

mandatory. Proposals demonstrating familiarity with judicial or court-related environments will be given favorable consideration.

5. An indication of whether the entity responsible intends to use subcontractor(s), and, if so, which services and/or products the subcontractor(s) will provide.
6. Project timeline in months.

The entity responsible for the successful proposal and awarded the task of performing and fulfilling the Project Deliverable must follow the highest standards of services, in accordance with industry standards.

### **THE SUPREME COURT OF APPEALS OF WEST VIRGINIA**

This Request for Proposals is undertaken on behalf of the Supreme Court of Appeals of West Virginia, a unified court system, and the highest appellate court in the state. The Court is committed to access to justice to all citizens of the State of West Virginia and is an affirmative action-equal employment opportunity employer.

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Vendor: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_