

**WYOMING LEGISLATURE  
LEGISLATIVE SERVICE OFFICE**

**CONTRACT FOR PUBLICATION OF THE WYOMING STATUTES ANNOTATED**

1. **Parties.** The parties to this Contract are the Wyoming Legislature acting by and through the Legislative Service Office, 200 W. 24th Street, Cheyenne, Wyoming 82002 (hereinafter referred to as "LSO"), and Matthew Bender & Company, Inc., a member of the LexisNexis Group and a corporation under the laws of the State of New York, 9443 Springboro Pike, Miamisburg, Ohio 45342 (hereinafter referred to as "Contractor").

2. **Purpose.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide publishing, editing, indexing, annotations, and printing necessary for the publication of the 2023 Wyoming Statutes Annotated and the 2024 Wyoming Statutes Annotated Supplement, pursuant to Wyoming Statutes §§ 8-2-101, 28-8-105(a)(v) and (c), and 28-8-106 and the State of Wyoming's Request for Proposal Number 0088-H, the Contractor's Technical Response to the Request for Proposal Number 0088-H, and the Contractor's Cost Proposal, which are incorporated herein by this reference.

3. **Term of Contract.** This Contract is effective when all the parties have executed it (Effective Date). The term of the Contract is from the Effective Date through August 15, 2024. All services shall be completed during this term.

This Contract may be extended for four (4) additional two (2) year periods by agreement of both parties in writing and subject to the required approvals, for a total contract period not to exceed ten (10) years. There is no right or expectation of extension and any extension will be determined at the discretion of the LSO. Pricing for any extension shall be subject to mutual agreement and shall only be increased once in any twenty-four (24) month period. Any increase shall not exceed the annual rate of the United States Department of Labor, Bureau of Labor Statistics, Producer Price Index for Book publishers-Technical, scientific, and professional book publishing (Series ID: PCU511130511130F3)

4. **Payment.**

A. LSO agrees to pay the Contractor for the services described in Section 5 below as follows:

(i) **Wyoming Statutes Annotated.** Four hundred thirty-two (432) sets of the printed version of the 2023 Wyoming Statutes Annotated and the 2024 Wyoming Statutes Annotated Supplement for four hundred forty dollars (\$440.00), with three hundred fifty-five dollars (\$355.00) allocated to the 2023 Wyoming Statutes Annotated, and eighty-five dollars (\$85.00) allocated to the 2024 Wyoming Statutes Annotated Supplement. Delivery each year shall be provided by the Contractor at no cost and complimentary to the LSO.

(ii) **Electronic Data Files.** Electronic data files containing the Wyoming Statutes Annotated shall at least annually be provided by the Contractor at no cost and complimentary to the LSO.

(iii) **Online Public Access to the Wyoming Statutes Annotated.** Online public access and maintenance of the Wyoming Statutes Annotated shall be provided by the Contractor at no cost and complimentary to the LSO.

(iv) **Lexis Advance.** Twenty (20) log-in credentials to Lexis Advance shall be provided by the Contractor at no cost and complimentary to the LSO.

**B. Royalties.** The Contractor agrees to pay LSO royalties, as described in the Contractor's Technical Response to the Request for Proposal Number 0088-H, on pages 54-55, as follows:

(i) **Annual Royalties.** An annual royalty of ten thousand dollars (\$10,000.00) for use, sales, and distribution by LexisNexis and its affiliates of electronic publications containing the Wyoming Statutes Annotated or any portion of the Wyoming Statutes Annotated.

(ii) **Additional Royalties.** A royalty of twenty percent (20%) of the amount the Contractor receives for licensing the Wyoming Statutes Annotated or any portion of the Wyoming Statutes Annotated to third parties for their sale and distribution in electronic publications.

(iii) **Application of Royalties as Credit.** At the direction of the LSO, the Contractor shall apply all or a portion of the royalties as a credit against any amount owing or to be paid by the LSO for the printed versions of the Wyoming Statutes Annotated purchased by the LSO under this Contract or any extension of this Contract.

**C.** Upon satisfactory performance as determined by the LSO, payment shall be made within thirty (30) days after delivery. Contractor shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Contract.

**D.** No payment shall be made for work performed before the Effective Date 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 to the satisfaction of the LSO.

**5. Responsibilities of Contractor.** As stated in the State of Wyoming's Request for Proposal Number 0088-H and the Contractor's Technical Response to the Request for Proposal Number 0088-H, the Contractor agrees to:

**A.** Perform all services necessary for the publishing, editing, indexing, annotating, and printing of the 2023 Wyoming Statutes Annotated and 2024 Wyoming Statutes Annotated Supplement and deliver four hundred thirty-two (432) sets of the printed version of the 2023 Wyoming Statutes Annotated to the LSO not later than July 1, 2023, and the 2024 Wyoming Statutes Annotated Supplement, not later than July 1, 2024.

**B.** Not later than July 1 after each session, prepare and provide the LSO electronic data files in the format required by the LSO containing the updated Wyoming Statutes Annotated. The Contractor shall provide such assistance as may be necessary to enable the LSO to make full use of

the electronic data files. The electronic data files shall become the property of the State of Wyoming and the LSO shall determine the use of the files, including transfer of the files to a successor contractor, provided the files shall not be sold or distributed to the public by the State of Wyoming or the LSO.

C. Continue to maintain and update the public access website offering free, searchable access to the Wyoming Statutes Annotated, accessible directly from the Wyoming Legislature's homepage.

D. Provide twenty (20) log-in credentials to Lexis Advance, LexisNexis Group's premier online legal research service, with full access to the most comprehensive menu to include: all States' case law and codes, plus administrative materials, federal case law and codes, plus administrative materials, full jurisdictional Shepard's Federal Legislative Manual, ALI's Restatements of Law, over six hundred (600) law reviews, selected practice area treatises, Martindale-Hubbell Law Director, and full text AMJUR and ALR.

E. To the greatest extent possible under the law, obtain a copyright, exclusively in the name of the State of Wyoming, on all materials published under this Contract, including but not limited to the statutes, index, annotations, and source notes. This copyright shall cover all copyrightable parts of the Wyoming Statutes Annotated in all relevant media, including print and electronic. The Contractor shall take all necessary actions to renew any existing copyrights in the name of the State of Wyoming and provide evidence of the registration or renewal, or both, of all copyrights to the LSO.

6. **Responsibilities of LSO.** The LSO agrees to:

A. Send the Contractor each chaptered act enacted by the Wyoming Legislature during the 2023 General Session and the 2024 Budget Session.

B. Review and provide comments on each volume of the proofs of the Wyoming Statutes Annotated within ten (10) days of receipt from the Contractor, or such later date as agreed to by the Contractor and the LSO.

C. Notify the Contractor whether the electronic data files are to be provided with or without the annotations or both.

D. Pay the Contractor in accordance with Section 4 above.

7. **Special Provisions.**

A. **Approval by the Governor and the State Treasurer.** Pursuant to Article 3, Section 31 of the Wyoming Constitution, this Contract is subject to the approval of the Wyoming Governor and the Wyoming Treasurer.

B. **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 LSO. The Director, Government Content, LexisNexis 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 LSO and Contractor are concerned.

**C. Distribution and Sale.** The Contractor shall be granted the exclusive right to publish, distribute, and sell the Wyoming Statutes Annotated in all forms and media during the term of this Contract and any extensions, provided the State of Wyoming and the LSO reserve the right to freely use and make available to the public on the internet the text of the statutes and state constitution. The State of Wyoming and the LSO reserve the right exchange, through reciprocity, sets of the Wyoming Statutes Annotated for sets of Codes or statutes of other states, territories, tribal governments, and the federal government.

**D. Kickbacks.** 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 Contractor breaches or violates this warranty, the LSO may, at its discretion, terminate this Contract without liability to the LSO, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**E. Monitoring Activities.** The LSO shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract.

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

## **8. 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. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract 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 Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party, except that Contractor may assign or otherwise transfer this Contract to an affiliate or as part of an internal reorganization. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the LSO.

**D. Audit and Access to Records.** For any calendar year in which royalties are payable to LSO pursuant to this Agreement, Contractor shall provide LSO with a report prepared by Contractor's independent auditors. The report will indicate, in accordance with generally accepted auditing standards then in effect, whether, in the opinion of the auditors, royalties earned for the calendar year by licensors of Contractor, as a whole, are fairly stated in all material respects on the basis specified in the agreements between Contractor and its licensors.

**E. Availability of Funds.** Each payment obligation of the LSO is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, legislative or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the LSO at the end of the period for which the funds are available. The LSO shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the LSO in the event this provision is exercised, and the LSO shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

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

**G. Compliance with Laws.** 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 Contractor in the performance of this Contract will be kept confidential by Contractor until publicly released by the LSO or until written permission is granted by the LSO for its release. If and when the Contractor receives a request for information subject to this Contract, the Contractor shall notify the LSO within ten (10) days of such request and, to the extent possible, not release such information to a third party unless directed to do so by LSO.

**I. Entirety of Contract.** This Contract, consisting of nine (9) pages, the State of Wyoming's Request for Proposal Number 0088-H, consisting of twenty-six (26) pages, and the Contractor's Technical Response to the Request for Proposal Number 0088-H, consisting of fifty-eight (58) pages, the Contractor's Cost Proposal, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

**J. 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 LSO and shall be accomplished through a written agreement between the parties entered into before the expiration of the original Contract or any valid amendment thereto, 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 at minimum: 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 this Contract, a detailed description of those duties.

**K. 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 will become effective only when the party failing to perform 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 will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**L. Indemnification.** The Contractor shall release, indemnify, and hold harmless the State, the LSO, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of any property damage or personal injury resulting from performance of Contractor's duties or obligations.,

**M. 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 LSO for any purpose. Consistent with the express terms of this Contract, Contractor shall be free from control or direction over the details of the performance of services under this Contract. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by 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 will be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the LSO, or to incur any obligation of any kind on the behalf of the State of Wyoming or on behalf of the LSO. Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.

**N. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, *et seq.*, and the Age Discrimination

Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

**O. 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, e-mail, or delivery in person. Notice provided by e-mail will be delivered as follows:

LSO: Matt Obrecht, Director  
Matt.obrecht@wyoleg.gov  
200 W 24th Street  
Cheyenne, Wyoming 82002

Contractor: Nikki Daugherty  
nikki.daugherty@lexisnexis.com  
Director, Government Content, LexisNexis  
9443 Springboro Pike  
Miamisburg, Ohio 45342

**P. Notice and Approval of Proposed Sale or Transfer.** Contractor shall provide the LSO with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor to a third party. Such notice will be provided in accordance with the notices provision of this Contract. If the LSO 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 LSO may, at its option, terminate or renegotiate this Contract.

**Q. Ownership of Documents.** The LSO is the official custodian and owns all documents, data compilations, reports, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the LSO in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the LSO's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual LSO-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to the LSO confirming the destruction of any such residual LSO owned data.

**R. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, , pamphlets, press releases, signs, and similar public notices in whatever form, prepared by or for Contractor, will identify the LSO as the sponsoring agency and will not be released without prior written approval from the LSO.

**S. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract will continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**T. Sovereign Immunity.** Pursuant to Wyoming Statute § 1-39-104(a), the State of

Wyoming and the LSO expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract will not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity will be construed in favor of sovereign immunity.

**U. 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 LSO. The LSO 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 LSO determines it can provide the services. If reasonable grounds for the objection exist, the LSO and the Contractor shall then negotiate in good faith for the selection of an alternative party.

**V. Taxes.** Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

**W. Termination.** Either party may terminate this Contract, without cause, upon six (6) months written notice. This Contract may be terminated for a material breach provided the complaining party provides sixty (60) days' notice of the intent to terminate and the other party fails to cure the breach within the sixty (60) day period.

**X. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract will not be construed so as to create such status. The rights, duties and obligations contained in this Contract will operate only between the parties to this Contract, and will inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

**Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.

**Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and will not be used to construe the language in this Contract.

**AA. Waiver.** The waiver of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach will not constitute a waiver.

**BB. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of



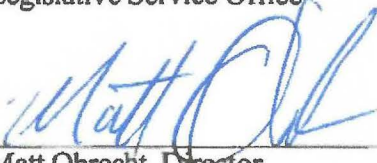
the originally signed counterpart to the LSO. Contractor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the LSO within five (5) business days shall be considered a material breach and may result in immediate termination of this Contract by the LSO.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

**AGENCY:**

Legislative Service Office

  
\_\_\_\_\_  
Matt Obrecht, Director

1/3/2023  
Date

**CONTRACTOR:**

  
\_\_\_\_\_  
Nikki Daugherty, Director, Government Content, LexisNexis

1/4/2023  
Date

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

**REQUEST FOR PROPOSAL NUMBER 0088-H**

WYOMING LEGISLATIVE SERVICE OFFICE (LSO)

**PUBLICATION OF WYOMING STATUTES**

PROPOSAL DUE DATE AND TIME  
**NOVEMBER 3, 2022 – 2:00:00 P.M. MOUNTAIN TIME**

AGENCY REPRESENTATIVE:  
MATT OBRECT, DIRECTOR

PROCUREMENT REPRESENTATIVE:  
DEBI WALKER  
[debi.walker@wyo.gov](mailto:debi.walker@wyo.gov)  
307-777-6707

## Table of Contents

SECTION 1: REQUEST FOR PROPOSAL	3
SECTION 2: GENERAL PROVISIONS	5
SECTION 3: SPECIAL PROVISIONS INFORMATION	7
SECTION 4: KEY DATES	10
SECTION 5: ADMINISTRATIVE BACKGROUND	11
SECTION 6: REQUIREMENTS/SPECIFICATIONS	12
SECTION 7: PROPOSAL SUBMISSION REQUIREMENTS	18
SECTION 8: EVALUATION METHODOLOGY	21
SECTION 9: PROPOSAL PRICE SHEET AND SIGNATURE PAGE	24
Pricing schedule 1	26

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

# SECTION 1: REQUEST FOR PROPOSAL

## 1. SUBMISSION OF PROPOSALS:

The A&I Procurement Office will receive proposals to provide publishing, editing, indexing, annotations, and printing for the publication of the Wyoming Statutes Annotated, pursuant to W.S. 28-8-105(a)(v) and (c) and 28-8-106, for the State of Wyoming, Wyoming Legislative Service Office (Agency), on behalf of the Wyoming Legislative Management Council (Council) through the Public Purchase online bidding system. Proposals are due no later than 2:00:00 P.M. (Mountain Time) on NOVEMBER 3, 2022.

The technical proposal and cost proposal should be uploaded as separate documents and identified as such.

- 1.1. Proposals should be accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. All proposals should be uploaded on the Public Purchase online bidding system. Proposals sent by facsimile, email or paper copy may be rejected.
- 1.2. Proposals should be submitted through the Public Purchase online bidding system on or before the date and time specified. Proposals received after the date and time specified may be rejected.
- 1.3. The State of Wyoming reserves the right to withdraw this Request for Proposal, without cause, at any time before a contract has been fully signed and submitted to the A&I Procurement Office.

## 2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1. A proposal may be altered through the Public Purchase online bidding system before the proposal due date and time contained in this document.
- 2.2. The proposer may withdraw its proposal through the Public Purchase online bidding system up to the proposal due date and time contained in this document. If a proposal is accepted and the proposer fails to furnish the service agreed upon in the proposal, that proposer may be eliminated from future consideration.

## 3. PREPARATION OF PROPOSALS:

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

## 4. AWARD AND CONTRACT INFORMATION:

- 4.1. The State of Wyoming will ensure that minority business enterprises will be afforded full opportunity to submit proposals. The State of Wyoming will not discriminate on the grounds of age, race, color, sex, creed, national origin, or disability status.
- 4.2. The proposer also, agrees that should their firm be awarded a contract, it will not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin or disability. In addition, the successful proposer shall comply with the Americans with Disability Act and the Wyoming Fair Employment Practices Act.
- 4.3. The proposer expressly warrants to the State that it has the ability and expertise to perform the contract if awarded. In doing so, it shall use the highest standards of professional workmanship.
- 4.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The A&I Procurement Office will award the contract to

the firm, determined to have the most responsive and responsible proposal by the Legislative Service Office.

- 4.5. The successful proposer will be required to agree to and execute a formal contract with the State containing terms required by the Attorney General with reasonable adjustments acceptable to the State.
- 4.6. If applicable, the State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables or services.

DATED: OCTOBER 3, 2022

State of Wyoming  
Procurement Section  
Buyer: Debi Walker

## SECTION 2: GENERAL PROVISIONS

### 1. INSURANCE:

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

### 2. LAWS TO BE OBSERVED:

- 2.1. The proposer shall keep fully informed of, and comply with, all applicable federal and state laws or rules, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority. The proposer shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any law, bylaw, ordinance, regulation, order or decree whether by himself or its employees.

### 3. ASSIGNMENT:

- 3.1. The proposal shall not be assigned by the proposer. Third party participating is authorized only as a joint venture that shall be clearly stated in detail in the original proposal and signed by all parties participating.
- 3.2. The proposer shall not enter into any subcontracts for any of the work contemplated under this Request for Proposal without the State's prior written authorization.

### 4. EXTENSION AND AMENDMENT:

- 4.1. The proposer and the State covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the State, be extended two years at a time, for a total contract period not to exceed ten (10) years.

### 5. AUDIT AND ACCESS TO RECORDS:

- 5.1. The State or any of its duly authorized representatives shall have access to the proposer's books, documents, papers, electronic data and records that are directly pertinent to this Request for Proposal.

### 6. CONFLICT OF INTEREST:

- 6.1. The proposer warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this Request for Proposal and none have been promised. The proposer warrants that no one being paid pursuant to the proposal is engaged in any activity that would constitute a conflict of interest with respect to the purchases of the proposal.

### 7. NO FINDER'S FEE:

- 7.1. The proposer warrants that no finder's fee, employment agency fee, or any such fee related to the proposal shall be paid.

### 8. SOVEREIGN IMMUNITY:

- 8.1. Pursuant to Wyoming Statute § 1-39-104(a), the State of Wyoming and the Agency expressly reserve sovereign immunity and specifically retain all immunities and defenses available to them as sovereigns. The proposer acknowledges that that State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designation of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a

waiver of sovereign immunity. The parties agree that any ambiguity in this Request for Proposal shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

## 9. INDEMINIFICATION:

- 9.1. The proposer shall release, indemnify, and hold harmless the State, the Agency and its officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's failure to perform any of the proposer's duties and obligations hereunder or in connection with the negligent performance of proposer's duties and obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of proposer's negligence or other tortious conduct.

## 10. APPLICABLE LAW/VENUE:

- 10.1. The construction, interpretation, and enforcement of this Request for Proposal shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words similar import, are intended to refer to this Request for Proposal as a whole and not to any particular provision or part.

## 11. RIGHT OF OWNERSHIP AND MARKETING OF INTELLECTUAL PROPERTY AND INTELLECTUAL ASSETS SUMMITTED FOR THE RFP (IF APPLICABLE):

- 11.1. It is acknowledged and agreed that the only party with a right to market, trademark, patent, copyright, or any like right to any intellectual property or intellectual assets submitted in relation to the Request for Proposal shall be and is solely vested in the State. This includes all intellectual property and intellectual assets related to both the written proposal and the oral presentation and any and all documents, pitches, products, media pitches, web screens, layouts, etc. produced for the written proposal and the oral presentation, and any updates, changes, alterations, or modifications to or derivative works.

## SECTION 3: SPECIAL PROVISIONS INFORMATION

PROPOSALS SHOULD BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00:00 P.M. MOUNTAIN TIME ON NOVEMBER 3, 2022. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED MAY BE REJECTED.

It is the responsibility of the proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, Wyoming Statute §16-4-201 through §16-4-205. Please identify each confidential page with the word “CONFIDENTIAL” in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public. If the proposer submits information that it believes is confidential, it should include a statement justifying its basis for that belief.

### 1. STATE PARTIES:

- 1.1. This Request for Proposal is issued by the Wyoming Department of Administration and Information, General Services Division, Procurement Section (Procurement) on behalf of the Wyoming Legislative Service Office (Agency) and the Wyoming Legislative Management Council (Council).
- 1.2. Throughout this document and others in connection with this project, various references are made, or will be made to the “State.” Generally, whenever this references appears, the term “State” incorporates all state agencies working on this project.
- 1.3. It should be understood the Director of the Legislative Service Office, on behalf of the Council, is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Any contracts, agreements, or modifications not bearing this signature or that of a designee are invalid.

### 2. CONTENT AND PROCUREMENT POINTS OF CONTACT:

- 2.1. Procurement is the primary point of contact from the date of release of the Request for Proposal until a proposer is selected and the selection is announced.
- 2.2. Written questions about the procurement should be submitted through the Public Purchase online bidding system until 2:00:00 P.M. Mountain Time on OCTOBER 20, 2022. Any questions received after that deadline may not be accepted or considered. Each question should be submitted individually. It is the proposer’s responsibility to check the Public Purchase online bidding system for answers to questions, addenda, or bid tabulations. Telephone calls, emails or faxes may not be accepted.
- 2.3. Written responses will be available through the Public Purchase online bidding system. Responses will not identify the firm that submitted the question. Only the written answers issued by the Agency are the office position on an issue, and these answers shall become part of the Request for Proposal.

### 3. RESTRICTIONS ON COMMUNICATIONS WITH AGENCY STAFF:

- 3.1. Until a proposer is selected and the selection is announced, proposers shall not communicate with Agency staff except via written questions through the Public Purchase online bidding system.
- 3.2. If a proposer violates this restriction, the State reserves the right to reject the proposal.

### 4. EFFECTIVE DATES OF PROPOSAL:

- 4.1. All terms, conditions and costs quoted in the proposer’s response will be binding on the proposer for one-hundred eighty (180) days from the effective date of the proposal.



## 5. ADVERTISING AWARD CONDITIONS:

A fully executed contract should be completed with the State before the successful proposer may advertise the award of the contract or the services being performed. The proposer should agree not to refer to awards in commercial advertising in such a manner that states or implies that the firm or its services are endorsed or preferred by the State of Wyoming.

## 6. CONTRACT NEGOTIATIONS:

- 6.1. The State will notify the most qualified/successful proposer and negotiate a contract. The successful proposer will be required to enter into and sign a formal contract with the Agency.
- 6.2. In the event the Agency determines contract negotiations are making no forward progress, negotiations will be terminated, and at the State's sole discretion, negotiations may be initiated with the next most qualified/successful proposer, or the RFP may be withdrawn or reissued. This process will be followed until an agreement is reached, or until the State determines that the RFP will be withdrawn or reissued. The State assumes no obligation to a selected proposer until an agreement is reached and a contract is fully executed. The State will not negotiate concurrently with more than one proposer for the same award.

## 7. BEGINNING WORK:

- 7.1. The successful proposer may not perform any work that could be billed until a contract has been executed. The State will not pay for any work by the proposer before a contract is executed.

## 8. COPYRIGHT INFRINGEMENT:

- 8.1. The proposer warrants that no materials, products, and services proposed will infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the proposer, and the proposer shall defend the claim. The defense will be at the proposer's expense.

## 9. COST OF PREPARING PROPOSALS:

- 9.1. All costs incurred for preparing the proposal and for other procurement related activities are solely the proposer's responsibility. The State of Wyoming will not provide reimbursement of these costs.

## 10. RISKS AND LIABILITIES:

- 10.1. By submitting a proposal, a proposer assumes any and all risks and liability associated with information in the proposal and its release.

## 11. AMENDMENTS:

- 11.1. The State reserves the right to amend this Request for Proposal before the proposal submission date. Amendments shall be uploaded to the Public Purchase online bidding system. It is the proposer's responsibility to check the Public Purchase online bidding system for amendments.

## 12. PROPERTY DAMAGE AND LIABILITY INSURANCE:

- 12.1. The proposer may be required to furnish proof of property damage liability insurance in the amount deemed necessary by the Agency for this project, if applicable.
- 12.2. Questions regarding required insurance coverage and limits for this project should be submitted in writing, in accordance with instructions outlined in the special provisions.

### 13. MISREPRESENTATION OF INFORMATION:

- 13.1. Misrepresentation of a proposer's status, experience, or capability in the proposal may result in disqualification of that proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the Agency and after consultation with Procurement, preclude the proposer from the selection process.

### 14. DISPOSITION OF PROPOSALS:

- 14.1. All material submitted becomes property of the State of Wyoming, which is under no obligation to return any of the material submitted.

### 15. LEGAL CONSIDERATIONS:

- 15.1. This Request for Proposal is issued under Wyoming Statute §9-2-3204.

### 16. PROPOSER RELATIONS WITH STATE:

- 16.1. The proposer and its staff will have an ongoing relationship with the State that is based on trust, confidentiality, objectivity and integrity. The proposer will operate at all times in the State's best interests and in a straightforward, trustworthy and professional manner. The proposer shall:
  - 16.1.1. Work cooperatively with the State's staff and business partners whenever required.
  - 16.1.2. Work cooperatively with the staff of other proposers whenever required.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

## SECTION 4: KEY DATES

Event Description	Date	Time (Mountain Time)
RFP Release Date	October 3, 2022	
Closing Date for Questions	October 20, 2022	2:00 P.M.
Response to Questions Returned	October 24, 2022	2:00 P.M.
RFP Submission Due Date	November 3, 2022	2:00 P.M.
Oral Presentations/Interviews if Required by the Agency or Council	November 2022	N/A
Tentative Award Date	December 2022	N/A
Tentative Work Begins Date	December 2022	N/A

## SECTION 5: ADMINISTRATIVE BACKGROUND

### 1. INTRODUCTION AND BACKGROUND:

1.1.1 Pursuant to Wyoming Statutes 28-8-105(a)(v) and (c) and 28-8-106, the Agency, acting on behalf of Council, is soliciting proposals to publish the Wyoming Statutes Annotated (Code), its supplements, and provide associated services as stated in this RFP. Services to be provided include the publishing, editing, indexing, annotating and printing of the Code, preparation of electronic data files for the Agency's use, and maintaining the link on the Wyoming Legislature's home page that allows online searchable public access of the Wyoming Statutes Annotated. The Agency will negotiate and enter into a contract for the continued publication of the Code with a publisher who will, at the sole discretion of the Council, provide the services that are in the best interest of the State of Wyoming.

The Wyoming Legislature typically meets in General Session for forty (40) days in odd-numbered years and in Budget Sessions for twenty (20) days in even-numbered years. In addition, the Legislature may meet in Special Session at the call of the Governor or on the Legislature's own initiative. The Wyoming Statutes Annotated are published in soft bound format in a two year "code-supplement" cycle, i.e., the Code is republished in its entirety every two (2) years following a General Session and a supplement is issued containing new legislation following each Budget Session. Publication of bills enacted in a Special Session is normally delayed and included in the republished Code or Supplement following the next regular session. If the State wishes to have a special supplement published following a Special Session, a separate agreement is negotiated. The Code is currently published by Matthew Bender & Company, Inc. (LexisNexis). Under the current contract, the entire Code including the index, annotations and source notes, is copyrighted in the name of the State of Wyoming and the publisher is granted the exclusive right to publish and sell the Code and the Supplement both inside and outside Wyoming during the term of the contract.

The Wyoming Statutes Annotated (Code) currently consists of ten (10) numbered softbound volumes containing Titles 1 through 42 of the Wyoming Statutes, a softbound tables volume (volume 11) and a softbound index (volume 12). Volume 1 also includes a User's Guide, the United States and Wyoming Constitutions and copies of various historical documents and materials. The statutes are accompanied by case annotations or digests, section histories or source notes, editor's notes, cross-references and other information. For more detailed information about the current publication and its format, please see the volumes themselves.

Following each legislative session, the LSO edits and consolidates the statutory text and provides the publisher with an electronic copy of the text of the session laws and instructions for integration of the session laws into the Code.

The Agency typically contracts to obtain a minimum of four hundred fifty (450) sets of the Code from the publisher. Other than the purchase price paid for sets of the Code in excess of any complimentary sets of the Code supplied by the publisher, the State of Wyoming provides no other payment for publication of the Code, the electronic data files, and the online access to the Wyoming Statutes Annotated.

### 2. PURPOSE AND INTENT:

2.1. The purpose of this Request for Proposal (RFP) is to solicit competitive proposals to publish the Code and provide associated services to meet the Agency's needs and expectations, as described within this RFP.

### 3. STAKEHOLDERS:

3.1. The State of Wyoming, including the legislative, judicial, and executive branches, and the citizens of Wyoming benefit from the publication and distribution of the Code and the Supplement.

## SECTION 6: REQUIREMENTS/SPECIFICATIONS

### 1. SCOPE OF PROJECT:

The successful proposer will perform all services necessary for the preparation and ongoing publication of the Code. Publication of Code will continue in its current layout, style, and format with the complete Code published every two years after the conclusion of a General Session, with the Supplement to be published after the conclusion of a Budget Session. The successful proposer will annually provide the Agency with electronic files in the format required by the Agency that contain the Code and the Supplement and provide online access to the Wyoming Statutes Annotated to the public in a searchable format. During the initial contractual period, the Agency will order a minimum of four hundred and fifty (450) sets of the Code and the Supplement. The successful proposer will seek to obtain a copyright exclusively in the name of the State of Wyoming, on all materials published under the contract. In exchange, the successful proposer will be granted the exclusive right to publish, distribute, and sell the Code in all forms, provided the State reserves the right to use and make the text of the Code available to the public on the Internet.

### 2. GENERAL REQUIREMENTS:

2.1. **Ongoing publication.** The proposer shall assume responsibility for the ongoing publication requirements associated with the Code by performing all services necessary for preparation and publication of the Code and bear all editorial and publication costs, without any contribution, subsidy, or expenses by the State of Wyoming or the Agency, except for payment for copies of the Code purchased by the Agency.

2.1.1. The “ongoing publication requirements” include publication of the Code in its current two year “code-supplement” cycle and in its current form including publication of the statutes, constitutions, historical materials, tables, index, user’s guide, annotations, and references currently published in the Wyoming Statutes Annotated.

2.1.2. Unless otherwise directed by the Agency, the Code shall be published in its current layout, style, and format. The printing, binding, cover stock, paper quality, type font, and point size for the text of the statutes shall match in materials and form the current publication as closely as possible. The quality of the material published shall equal or exceed the generally accepted standards of the legal publishing industry. Final specifications shall be mutually agreed upon by the Agency and the proposer. In the event of a dispute regarding the specifications, the Agency’s directive to the proposer shall prevail.

2.1.3. Following the Budget Session, if any part of the statutory section is amended, the entire section shall be set out in the Supplement.

2.2. **References in the Code.** The following references shall be incorporated in the Code:

2.2.1. Annotations to published cases of the Wyoming Supreme Court and decisions of federal courts construing Wyoming law;

2.2.2. Collateral references to *American Law Reports*, *American Jurisprudence 2<sup>nd</sup>*, and *Corpus Juris Secundum*. The Contractor may include other collateral references;

2.2.3. Law review articles published by the University of Wyoming, College of Law.

2.2.4. Extensive cross references, editor’s notes, and effect of amendment notes;

- 2.2.5. Official comments to uniform acts, e.g. official comments to the Uniform Commercial Code contained in Title 31.1 of the Code;
- 2.2.6. Section source notes;
- 2.2.7. Update of existing references and review to ensure continuing validity of any existing references and annotations.
- 2.3. **Delivery Dates.** Not later than July 1 after each General Session, printed volumes of the Code shall be delivered to the Agency. Not later than July 1 after each Budget Session, the printed Supplements shall be delivered to the Agency.
- 2.4. **Contract Term.** The initial contract period is for two (2) years for the service outline in this RFP. The contract will provide for extension of the term for four (4) additional two (2) year periods upon mutual agreement of the parties. The Agency retains the right to terminate the contract at any time for cause or for its convenience, and such termination clauses shall be included in the resulting contract.
- 2.5. **Termination.** Payment and execution of the contract is subject to the appropriation of funds by the State for the monetary obligations of the contract and may be immediately terminated by the Agency if the funds are not appropriated. The contract shall provide either party may terminate the contract, without cause, upon six (6) months written notice. The contract shall provide the contract may be terminated for a material breach provided the complaining party provides sixty (60) days notice of the intent to terminate and the other party fails to cure the breach within the sixty (60) day period.
- 2.6. **Minimum Order by Agency.** For the initial contract period, the Agency shall order a minimum of four hundred fifty (450) sets of the Code and the Supplement. The sets shall be individually boxed, addressed, and shipped as directed by the Agency.
- 2.7. **Errata Notices.** Subscribers and other purchasers shall be furnished errata notices of any substantial publishing errors contained the Code, supplements, or replacement volumes, as directed by the Agency. Such notices shall be in the form of notations included in other subscriber publications, notice cards mailed to subscribers, or paste over “flimsies” designed to be placed over the incorrect material, according to the severity of the error.
- 2.8. **Electronic Data Files.** Not later than July 1 after each session, the successful proposer shall prepare and provide the Agency, at no cost to the State of Wyoming, electronic data files in the format required by the Agency containing the Wyoming Statutes Annotated including all material contained in the Code and its supplements. The successful proposer shall provide such assistance as may be necessary to enable the Agency to make full use of the electronic data files. The Agency shall notify the successful proposer in writing whether the electronic data files are to be provided with or without the annotations or both. The electronic data files shall become the property of the State of Wyoming and the Agency shall determine the use of the files, including transfer of the files to a successor contractor, provided the files shall not be sold or distributed to the public by the State of Wyoming or the Agency.
- 2.9. **Online Public Access to Wyoming Statutes Annotated.** The successful proposer shall maintain and update the public access website offering free, searchable access to the Wyoming Statutes Annotated, accessible directly from the Wyoming Legislature’s home page.
- 2.10. **Inventory.** The successful proposer shall agree to negotiate the transfer of inventory in good faith with any successor contractor.
- 2.11. **Copyright.** The successful proposer shall to the greatest extent possible under the law obtain a copyright, exclusively in the name of the State of Wyoming, on all materials published under the contract, including but not limited to the statutes, index, annotations, and source notes.

This copyright shall cover all copyrightable parts of the Code in all relevant media, including print and electronic. Further, the successful proposer shall take all necessary actions to renew any existing copyrights in the name of the State of Wyoming. The successful proposer shall provide evidence of the registration or renewal, or both, of all copyrights to the Agency.

- 2.12. **Distribution and Sale.** The successful proposer shall be granted the exclusive right to publish, distribute, and sell the Code in all forms and media during the term of the contract and any extensions, provided the State of Wyoming and Agency reserve the right to freely use and make available to the public on the internet the text of the statutes and state constitution. The State of Wyoming and the Agency reserve the right exchange, through reciprocity, sets of the Code and its supplements for sets of Codes or statutes of other states, territories, tribal governments, and the federal government.
- 2.13. **Samples.** Proposers shall include current samples of printed work similar to that described in this RFP. This requirement may be met by submitting one (1) or two (2) copies for display or distribution or by referring to another state code or publication published by the proposer that is easily accessible to the Agency.
- 2.14. **Description of Other State Work.** Each proposal shall include a list of all statutory code work performed under contract with any state during the last ten (10) years. This list shall specify the following for each entity:
  - 2.14.1. Contracting state including name, address, and telephone number of the person supervising the contact work.
  - 2.14.2. Name of the publication.
  - 2.14.3. Whether the state or proposer holds the copyright of the publication.
  - 2.14.4. Date of signature of the original contract.
  - 2.14.5. Date contract was fulfilled.
  - 2.14.6. Editorial work provided.
  - 2.14.7. For each contract period, state whether “ship by” dates required under the contract were met and, if not, explain. “Contract period” means the period of any new contract or the period of any negotiated extension of the contract.
  - 2.14.8. Beginning with the initial contract period, describe how much the price of a full set of the statutes and supplement increased within each contract period and between each successive contract period. “Contract period” means the period of any new contract or the period of any negotiated extension of the contract.
- 2.15. **Staffing/Qualifications requirements.** Proposers shall submit qualifications in resume form of the principal editorial staff members who will be assigned to the publication of the Code and the number of qualifications and experience of other editorial personnel to be so assigned. The resumes shall state the education, position in the firm, years and types of experience, and knowledge of Wyoming law possessed by the principal editorial staff members.
- 2.16. **Royalties.** The proposal shall describe any royalties to be paid to the State of Wyoming resulting from:
  - 2.16.1. The sale of any electronic storage device containing the Code.
  - 2.16.2. The proposer’s use of the Code as part of an online information service.
  - 2.16.3. The proposer’s licensing of third parties to use the Code in electronic format.

- 2.17. **Materials or Services to be Provided Without Charge.** Proposals shall describe any materials or services that will be provided to the Agency without charge, with the value associated with the material or service. Such materials or services may include:
- 2.17.1. Copies of printed set of the Code and its supplements.
  - 2.17.2. Copies of the advance annotation service.
  - 2.17.3. Subscriptions to legal research products.
  - 2.17.4. Subscription to CD ROM products.
  - 2.17.5. Site licenses.
  - 2.17.6. Online services, such as searchable computer databases or an online annotated version of the Wyoming Statutes, accessible to the public from the Wyoming Legislative website.
- 2.18. **Disclosure of Agreements Related to RFP.** The proposal shall describe any marketing, consulting, or other contracts, or agreements for services entered into by the proposer with any person not an employee of the proposer to secure or assist in securing the contract under this RFP and identify those persons.
- 2.19. **Cost Proposal.** The Cost Proposal shall be uploaded as a separate document, identified as such, and shall include the following:
- 2.19.1. The cost to the Agency for publication the Code and the Supplement for the two (2) year cycle. The price per set shall include all volumes of Code republished after the 2023 General Session and the Supplement published after the 2024 Budget Session. The Cost Proposal shall also separately identify the allocation of the price for publication of Code and publication the Supplement.
  - 2.19.2. The proposer shall state whether the Cost Proposal is a firm price for all volumes of Code republished after the 2023 General Session and the Supplement published after the 2024 Budget Session or whether the proposer will ask to negotiate a provision in the contract to allow price adjustments for publication for either of the years based upon changed economic or other factors; such factors shall be clearly specified in the Cost Proposal. Unless otherwise qualified, the Cost Proposal shall be deemed the fixed cost to the Agency for publication of the Code and the Supplement for the two (2) year cycle.
  - 2.19.3. Clearly delineate the amount for delivery of the Code after the 2023 General Session, and the Supplement after the 2024 Budget Session and state whether the proposer will ask to negotiate a provision in the contract to allow price adjustments for delivery of the Code based upon changed economic or other factors; such factors shall be clearly specified in the Cost Proposal. Unless otherwise qualified, the Cost Proposal shall be deemed the fixed cost to the Agency for delivery of the Code and the Supplement for the two (2) year cycle.
  - 2.19.4. The price for the sale of the printed version of the Code to the public inside Wyoming shall be the same price paid by the Agency under the contract for sets in excess of any complimentary sets of the Code supplied to the Agency by the successful proposer.
  - 2.19.5. Identify the economic or other factors proposed when negotiating a price for the sale of the Code and the Supplement to the Agency under any extension of the contract resulting from this RFP.
  - 2.19.6. The cost to provide the electronic data files as required under 2.8 of this Section. The Cost Proposal shall state whether the proposer will ask to negotiate a provision in the contract to allow price adjustments for preparation of the electronic data file for changed economic or other factors; such factors shall be clearly specified in the Cost Proposal. Unless otherwise



qualified, the Cost Proposal shall be deemed the fixed cost to the Agency for the electronic data files of the Code and the Supplement for the two (2) year cycle.

2.19.7. The cost to provide online public access to the Wyoming Statutes Annotated as required under 2.9 of this Section. The Cost Proposal shall state whether the proposer will ask to negotiate a provision in the contract to allow price adjustments for updating and hosting the publicly accessible Wyoming Statutes Annotated for changed economic or other factors; such factors shall be clearly specified in the Cost Proposal. Unless otherwise qualified, the Cost Proposal shall be deemed the fixed cost to the Agency for the online public access to the Wyoming Statutes Annotated of the Code and the Supplement for the two (2) year cycle with at minimum quarterly annual updates.

### 3. RISK MANAGEMENT:

- 3.1. Provide a description of how the proposer will conduct risk management planning, identification, analysis, responses and monitoring and controlling the risks throughout the life cycle of the project. Identify how the proposer's Risk Management Plan will increase positive impacts and decrease adverse events in the project.
- 3.2. For work performed in each location, describe what plan/arrangements are in place for an alternative work site should the facilities become inoperative because of fire, earthquake, etc.
- 3.3. Describe your emergency and disaster recovery plans.

### 4. RESOURCE RESPONSIBILITIES:

- 4.1. Project Manager: The proposer shall designate a project manager to represent and oversee the project. This individual shall serve as the focal and contact point for all proposer business matters relating to the project. An individual resume, a list of their qualifications, year of experience, current work assignments and office location shall be included. Confirm the project manager will:
  - 4.1.1. Be the single point of contact for the duration of the engagement.
  - 4.1.2. Be responsible for timely completion of all phases of the project.
  - 4.1.3. Be responsible for meeting all contractual requirements for the duration of the project.
  - 4.1.4. Attend status, quality review and acceptance meetings as required and present status and progress reports on the project.
  - 4.1.5. Remain assigned to the project through completion of the project as determined by the Agency.
  - 4.1.6. Identify project responsibilities and job functions.
- 4.2. Other Key Personnel: The proposer shall provide a list of all key personnel to be assigned to any part of the project and the duration of time they will serve on the project. The following should be considered:
  - 4.2.1. Project Management.
  - 4.2.2. Subject Matter/Industry Expertise.
  - 4.2.3. Experience on Government Projects.
  - 4.2.4. Quality Assurance for Government Projects.
  - 4.2.5. Identify how long the current team to be assigned to the project has been together.
  - 4.2.6. Describe the proposer's transition plan and how the firm plans to deal with the possible sudden departure of key personnel within the team.

- 4.3. Subcontractors will report to and be responsible to the proposer.
  - 4.3.1. The proposer shall provide a description of work to be subcontracted to third parties.
  - 4.3.2. Certify that any supporting contractor who may assist the primary contractor and meet the minimum proposer qualifications.
  - 4.3.3. A description of the nature and duration of the previous relationship of all subcontractor's and/or third parties with the prime contractor.
  - 4.3.4. Explanation of any existing contractual relationship between the prime and subcontractors, or among subcontractors.
- 4.4. Resource Management and Staffing Plan: the proposal shall contain the proposer's staffing plan in response to the requirements set forth in the RFP. At a minimum, the staffing plan shall address the following:
  - 4.4.1. Staffing Levels (estimated by staff disciplines by month for the duration of the project).
  - 4.4.2. Break out of staff disciplines (including title and job responsibility)
  - 4.4.3. Detail differentiated by staff (proposer, subcontractor, etc.)
  - 4.4.4. Personnel who names and resumes are submitted in the proposal shall not be removed from this project without prior approval of the Agency. Substitute or additional personnel shall not be used for the project until a resume is received and approved by the Agency.
  - 4.4.5. The Agency shall have the right to request the removal of any proposer staff member from all work on this project, and the proposer will comply with any such request immediately.
    - 4.4.5.1. The replacement for any staff member who is removed from or leaves the project for any reason should match or exceed the replaced staff member in terms of skill level and experience. Such replacements are subject to the Agency approval at the time of assignment and again 90 days later.

## 5. QUALITY ASSURANCE AND QUALITY CONTROL:

- 5.1. The proposer shall identify and describe the quality assurance and quality control processes and procedures utilized by the proposer to ensure publication of the Code and the Supplement and production of the electronic data files is completed on time, error free, and within the budget contained in the Cost Proposal.

REMAINDER OF PAGE INTENTIONALL LEFT BLANK.

## SECTION 7: PROPOSAL SUBMISSION REQUIREMENTS

### 1. PRE-PROPOSAL CONFERENCE:

1.1. A pre-proposal conference will not be held in connection with this RFP.

### 2. TECHNICAL PROPOSAL, FORMAT AND CONTENTS:

2.1. Proposals should be submitted in two major sections: the Technical Proposal and the Cost Proposal. Omission of this section or any item within this section may result in the proposal being eliminated. The proposer should, at a minimum, address the following points:

2.1.1. Table of Contents: The table of contents should include all items listed in this section.

2.1.2. Executive Summary: The executive summary will condense and highlight the contents of the technical proposal in such a way as to provide the State with a broad understanding of the proposer's qualifications and approach to meeting the requirements of the RFP.

2.1.3. Proposer's Background and Experience: The proposer should include a company summary including the company history, location, office location(s), company size, financial statements (if applicable), and the statement of technical areas of expertise. The proposer should be able to substantiate to the satisfaction of the Agency that the proposer has sufficient resources to complete the project successfully within the time requirements.

2.1.4. Resumes: The proposer should include brief resumes for personnel that will be working on the project, if awarded the contract. The resumes should clearly identify expertise in the functional areas listed in Sections 2.14 and 4. Specialized training courses will not be acceptable for demonstration of expertise in the required areas. Proven work experience combined with related education will be the means of substantiating expertise.

2.1.4.1. Resume Format: Each project reference in a resume should include both the customer name and the time period the person worked on the project, as well as a brief description of the scope of work for that project. In addition, resumes should explain the role and responsibility of each person participating in the project. The State expects that personnel associated with these resumes will be the personnel working on the project, should the proposer be awarded the contract.

2.1.5. References: Corporate references are required from at least three (3) prior clients. In addition, two (2) references are required for each of the staff members being proposed for the project. Whenever possible, an alternative point of contact for each reference should be listed with a phone number and email address. Each reference should depict relevant experience that can be brought to bear during the term of this RFP. In order to ensure current expertise, all work for client references provided should have been completed no more than three years prior to the release date of this RFP.

2.1.5.1. References may be verified during the proposal evaluation by telephone calls made by members of the Evaluation Committee or through e-mail or the United State Postal Service.

2.1.5.2. If contact with the referenced contact person or an alternative that has knowledge of the proposer is not made after reasonable attempts during the designated evaluation period, the reference will be classified as unsatisfactory. All attempted to contact a referenced client will be documented, including the date and time of the attempt.

- 2.1.5.3. The Agency reserved the right to contact other State of Wyoming agencies regarding engagements they may have had with the proposer's company in the past, in addition to the references provided in the proposal.
- 2.1.6. Single Point of Contact: The proposer should identify a single point of contact for all contract management activities. The proposer's Project Manager's name and resume should be submitted with the proposal. The successful proposal should not change the Project Manager without written Agency approval.
- 2.1.7. Proposer's Project Work Plan: The proposer should submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of work as outlined in Section 6. The proposer should identify realistic person hours of effort and responsibilities for the deliverables and each work activity.
- 2.1.8. Project Management Plan: The proposal should contain a comprehensive and practical description of the proposer's plans for project management and control mechanism, including staff organization structure, progress reporting, major decision making, sign-off procedures and internal control procedures. The proposer should also indicate flexibility in meeting changes in program requirements and responding to problems that may arise.
- 2.1.9. Project Delays: Proposer should also describe how project delays will be addressed should they occur. This should include assurances that sufficient resources and knowledgeable, experienced staff are available to meet any project schedule.
- 2.1.10. Contract Exceptions: Proposers should state agreement with all General Provisions and should furnish any exceptions to these provisions.
- 2.1.11. Staffing and Project Organization: An organization chart should be included with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project.
- 2.1.12. Proposer Checklist: The proposer should submit a checklist in which the proposer should evaluate their existing offering compared with the RFP mandatory/optional requirements.

### 3. COST PROPOSAL FORMAT AND CONTENT:

- 3.1. Cost Proposal Price Sheets: These pages are required by the A&I Procurement Section and are the State's official pricing documents. Each applicable proposer shall upload the Technical Proposal and the Cost Proposal Sheets as separate documents, and identify them as such, using the Public Purchase online bidding system. The price to be entered on this page is the total fixed price. In case of error in the extension of prices in the proposal, unit prices will govern. Cost breakdowns are not included on this page. The proposer should ensure all signatures and identifying numbers are properly affixed to this page in order for the Cost Proposal to be accepted.

### 4. ORAL PRESENTATIONS / INTERVIEWS:

- 4.1. Oral Presentations may be conducted in relation to this RFP.
  - 4.1.1. Proposers may be requested to make an oral presentation (or interview) to clarify and/or demonstrate any particular points about their proposals. Section 4 will indicate when oral presentations may be requested. If so requested, proposers will be provided a minimum of one (1) week notification of the time scheduled for the presentation. The evaluation committee members will address questions to the proposers pertaining to their ability to complete this project. The proposer is responsible for payment of all cost involved in any oral presentation and shall not be reimbursed by the Agency for these costs. The oral presentation will be considered part of the proposal, unless specifically stated otherwise.

4.1.2. Such presentations are for the purpose of explaining or clarifying any significant elements of the proposal (see Section 8) to assist in further evaluating the proposal. At the option of the Agency, presentations may be attended by others in addition to members of the evaluation committee, including but not limited to members of the Council.

REMAINDER OF PAGE INTENTIONALL LEFT BLANK.

## SECTION 8: EVALUATION METHODOLOGY

### 1. OVERVIEW:

- 1.1. The Agency will conduct a comprehensive, fair, objective and impartial evaluation of proposals received in response to this Request for Proposal. Proposals will be evaluated independently by the evaluation committee members. The evaluation committee shall be made up of members representing the project subject expertise. The evaluation committee will review and score all proposals independently and consolidate the scores in order to determine award.

### 2. COMPLIANCE WITH MANDATORY REQUIREMENTS:

- 2.1. To be considered responsive, a submitted proposal should meet the minimum requirements defined in this RFP. The minimum requirements are intended to ensure that evaluation of the Technical Proposal can proceed and that the Contractor agrees to perform all responsibilities within the RFP.

### 3. TECHNICAL SCORING AND RANKING:

- 3.1. **PROPOSER BACKGROUND AND EXPERIENCE: 40 Points.** Proposer should present materials describing its organization capability to successfully perform the responsibilities of this contract. This material should include details of similar corporate experience, preferably in publication of similar codes and electronic data files as outlined in this RFP.

- 3.1.1. Details of previous contractual experience should include the length of time covered by the contract, the types of tasks performed and the results thereof, and a reference that includes a name, current title and telephone number. Emphasis should be placed on experience/implementing projects similar to the scope of work described in this RFP.

- 3.1.2. At least two (2) project references for current or recently completed (within the last three (3) years) contracts similar in nature to the services required by the Agency for this contract will be included in this section. Contract references should include the name, position, title, and current phone number of the client.

- 3.1.3. This section will also address overall organizational size, computer resources, financial stability and current contractual obligations. The proposer should include a current financial statement and proof of federal or professional certifications or other credentials.

- 3.2. **STAFFING AND PROJECT ORGANIZATION: 15 Points.** The proposer should provide an organization chart with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in this project.

- 3.2.1. The proposer should include brief resumes for personnel that will be working on the project. The resumes should clearly identify expertise in the functional areas listed in the scope of work. Specialized training courses will not be acceptable for demonstration of expertise in the required areas. Proven work experience combined with related education will be means of substantiating expertise.

- 3.2.2. Two (2) references for each of the staff members being proposed for the project should be included in the proposal. Each reference should depict relevant experience that can be brought to bear during the term of this RFP. In order to ensure current expertise, all work for client references provided should have been completed no more than three years prior to the release date of this RFP.

- 3.2.3. The proposer should identify a single point of contact for all contract management activities. The proposer's Project Manager's name and resume should be submitted with the proposal.

The successful proposer should not change the Project Manager without written Agency approval.

3.3. **PROPOSER'S PROJECT WORK PLAN: 25 Points.** The proposer should submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of work. The work plan should:

3.3.1. Identify all required work activities, milestones and deliverable dates, personnel and responsibilities for the deliverables for each work activity.

3.4. **APPROACH TO CONTRACT PERFORMANCE: 25 Points.** The proposer should describe its approach to meeting the mandatory requirements and specifications as described in the RFP.

3.4.1. Approach in addressing the goals and objectives specified in Section 6.

3.4.2. Approach to a comprehensive and practical plan for project management and control mechanisms, including progress reporting, major decision making, sign off procedures and internal control procedures.

3.4.3. Approach to how project delays will be addressed, and mitigated, should they occur.

3.4.4. Contains assurances that sufficient resources and knowledgeable or experienced staff are available to meet delays.

3.5. **ORAL PRESENTATION/INTERVIEWS: 15 Points.** The evaluation team will determine, after receipt of the written proposals, whether selected proposers will be required to make oral presentations or interviews based on their proposal. However, the evaluation team reserves the right to make an award without requesting a presentation from any proposer. All oral presentation costs will be the responsibility of the proposer.

#### 4. **COST SCORING AND RANKING:**

4.1. **COST ANALYSIS: 40 Points.** The cost shall be presented as key deliverables in the form of individual cost and a project total (sum of the deliverables).

4.1.1. The State of Wyoming reserves the right to conduct a cost analysis of the proposer's budget proposal. The analysis will include a review of all the associated costs based on the technical content of their submission.

4.1.2. The total project cost should include all of the items listed in the scope of work. If any of the scope of work services cannot be provided in the proposal or the requirement cannot be met, this is to be clearly explained as to why and what alternative approach will be and its associated cost. If there are no exclusions or exceptions, it will be determined that all of the criteria has been met for the price quotes, inclusive of all personnel, overhead, travel, equipment usage, and other miscellaneous costs for the specified contract period.

4.1.3. Consideration will be given to initial prices to be charged to the Agency, proposed mechanisms for revising prices, price experiences with other state codes, and likelihood of price stability.

5.1.1. Consideration will be given to proposed royalty payments and materials and services to be provided without a charge to the Agency such as copies of printed set of the Code and its supplements, copies of the advance annotation service, subscriptions to legal research products, subscription to CD ROM products, site licenses, and online services, such as searchable computer databases.

5. EVALUATION POINT SUMMARY:

Proposer Background and Experience	40	Points
Staffing and Project Organization	15	Points
Proposer's Project Work Plan	25	Points
Approach to Contract Performance	25	Points
Oral Presentations, if applicable	15	Points
<u>Cost Analysis</u>	<u>40</u>	<u>Points</u>
Total	160	Points

6. FINAL RANKING OF PROPOSALS:

6.1 The State of Wyoming will be the sole authority of evaluating proposals. The firm that best meets the conditions of each of the criterion will be awarded the highest (not necessarily maximum) points for that criterion. The balance of the proposals will be rated based on their evaluated points. After each criterion is evaluated, the proposer with the highest number of points will be notified. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality of technical defect in the proposals, or to award the contract in whole or in part, if deemed in the best interest of the State to do so.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.



## SECTION 9: PROPOSAL PRICE SHEET AND SIGNATURE PAGE

The undersigned agrees to provide all services necessary for the preparation and ongoing publication of the Code to the Wyoming Legislative Service Office and the Wyoming Legislative Management Council in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0088-H.

**Total Evaluated all-inclusive price for contract (to include Pricing Schedule 1)** \_\_\_\_\_

### 1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2. Proposer has not and will not attempt to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3. The person signing this proposal certifies they are authorized to represent the company and are legally responsible for the price and supporting documentation provided as a result of this advertisement.
- 1.4. Proposer will comply with all applicable state and federal regulations, policies, guidelines and requirements.
- 1.5. Prices in this proposal have not been knowingly disclosed by the proposer nor will they be disclosed prior to award.

### 2. GENERAL INFORMATION:

Proposer Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

Employer Identification Number (EIN): \_\_\_\_\_

### 3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure

\_\_\_\_\_ Sole Proprietorship    \_\_\_\_\_ General Partnership    \_\_\_\_\_ Corporation

\_\_\_\_\_ Limited Partnership    \_\_\_\_\_ Other \_\_\_\_\_

The proposer shall provide to the Agency a certificate of good standing from the Wyoming Secretary of State or other proof that proposer is authorized to conduct business in the State of Wyoming before performing work under this Contract. The proposer shall ensure all annual filing and corporate taxes due and owing to the Wyoming Secretary of State's office are up-to-date before signing the contract. Proposers may contact the Wyoming Secretary of State's office, Corporate Division at (307) 777-7311 for assistance.

#### 4. VENDOR VERIFICATION

I certify under penalty of perjury, that I am responsible official (as identified above) for the business entity described above as the proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate and complete. I am aware there are significant penalties for submitting false information, including criminal sanctions, which can lead to fines and/or imprisonment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

## Pricing Schedule 1

Wyoming Legislative Service Office, on behalf of the Wyoming Legislative Management Council

### Publication of the Wyoming Statutes Annotated

Provide an all-inclusive price for all activities related to the scope of work. Proposers may suggest a payment schedule which mirrors deliverables in meeting the requirements of this RFP. Payment schedules based on time and materials only will not be acceptable, nor will a flat per-hour rate. Payment will be made at the completion and acceptances of the individual deliverables for the development and implementation of the scope of work.

Deliverable 1	<u>Publication of the Code for the two (2) year cycle: 2023 and 2024</u>	\$ _____
Deliverable 2	<u>Delivery of the Code and the Supplement</u>	\$ _____
Deliverable 3	<u>Electronic data files</u>	\$ _____
Deliverable 4	<u>Online Public Access to Wyoming Statutes Annotated</u>	\$ _____
Total All Inclusive Price for Schedule 1		\$ _____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Payment of invoices will be based upon the proposer meeting stated deadlines for deliverables and upon the Agency's written acceptance of the deliverables.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.



LexisNexis®  
Print and Digital Solutions

November 1, 2022

Ms. Debi Walker  
State of Wyoming  
Department of Administration and Information  
Procurement Section  
700 W. 21st Street  
Cheyenne, WY 82002

Dear Ms. Walker:

On behalf of Matthew Bender & Company, Inc., a member of the LexisNexis Group (hereinafter LexisNexis), I am pleased to electronically submit our proposal for the Publication of the Wyoming Statutes Annotated (Code) and Associated Services for the Wyoming Legislative Services Office. This proposal is submitted in response to the Request for Proposal Number 0088-H issued by the Wyoming Department of Administration and Information, Procurement Section.

As the incumbent publisher for the past 65 years, LexisNexis has the proven ability and expertise to meet and exceed all of the proposed contract requirements for the publication of the Wyoming Statutes. A contract award to LexisNexis will provide the State of Wyoming, the Legislative Service Office and customers with consistent, uninterrupted service from a proven performer. An Executive Summary outlining the highlights of our is included as the first page of our proposal.

LexisNexis is wholly committed to ensuring that the official Wyoming Statutes Annotated remains the premier statutory reference resource in Wyoming. LexisNexis will focus its attention and efforts exclusively on producing and marketing the official Wyoming Statutes publications. Unlike other publishers, LexisNexis does not publish a competing proprietary statutes publication which runs the inherent risk of steering customers away from the official publication to the detriment of the State's interest in maintaining the long-term financial viability of the contract to publish and sell the Wyoming Statutes Annotated.

It has been a distinct pleasure working with the State and the Legislative Service Office to produce the Wyoming Statutes publications. We are proud to have been Wyoming's official publisher for 65 years and look forward to the opportunity to continue serving the State for many more.

Sincerely,

Nikki L. Daugherty  
Director, Government Content

## **Lexis Nexis Technical Proposal -Table of Contents**

Executive Summary.....	1
About LexisNexis.....	2
Description of Other State Work.....	3
Samples.....	41
References.....	41
Organization Chart.....	42-43
Wyoming Statutes Work Plan.....	44
Subcontractors.....	49
Resumes.....	49
Single Point of Contact.....	52
Business Continuity Plans.....	53
Royalties.....	54
Materials or Services to be Provided Without Charge.....	55
Disclosure of Agreements Related to RFP.....	55
Contract Exceptions.....	55

## Executive Summary

### LexisNexis Proposal for the Publication of the *Wyoming Statutes Annotated*

#### ***Experienced and Qualified***

***The Committee is assured that the publication of the Wyoming Statutes Annotated will continue without disruption by partnering with an experienced and well-qualified performer.*** LexisNexis has 65 years of experience as the contract publisher of the *Wyoming Statutes Annotated*, offering superior publications that reflect the customized style and quality that the State expects. We do not publish a competing proprietary publication. All our efforts remain focused on serving as your publisher.

#### ***Price Stability***

***Price Stability is advantageous*** to both the State and *Wyoming Statutes Annotated* subscribers. The pricing for the 2023/2024 initial 2-year contract term has been reduced by 23% for all government and in-state customers and is firm, providing stability and predictability and avoiding surprise increases. Price changes in the remaining 4 contract renewal terms will be tied to the Producer Price Index Series ID: PCU5111305111303 as an objective measure of the rate of inflation.

#### ***Performance Stability***

***Performance of all facets of the publication process with consistent, uninterrupted, and timely publication service.*** The experienced and well-qualified LexisNexis Wyoming editorial team provides a unique blend of continuity in daily operations, familiarity with Wyoming law, and unsurpassed knowledge of and experience with every aspect of the publication of the *Wyoming Statutes Annotated*.

#### ***Superior Customer Service***

***Continuity of Superior Customer Service is assured.*** The State will continue to have an experienced Wyoming customer service team who coordinates all facets of the *Wyoming Statutes Annotated* publication process and contract administration.

State subscriptions and invoicing will continue to be managed by an experienced fulfillment representative. Private subscribers have access to a customer service team that is solely dedicated to serving customers with account and subscription management as well as billing and product-related support.

Nikki Daugherty will continue in her role as the single point of contact for all contract management activities. Ms. Daugherty has been in this role since 2000.

#### ***Partnering for the Future***

***A collaborative and flexible publishing partner who will take the publication of the Wyoming Statutes Annotated into the future.*** Meeting the rapidly evolving needs of our customers is a key priority for us:

LexisNexis will continue to maintain and update the Wyoming Statutes Annotated public access website, accessible from, the Legislature's website, at no charge to the State. As we have done in the past, we will continue to upgrade the site as our commercial online legal research platform evolves. During the current contract, we upgraded the site to the LexisAdvance platform, offering the same advanced search capabilities as our subscription-based legal research services. During the term of the new contract LexisNexis anticipates migrating the website to our new next generation research platform, Lexis+.

LexisNexis will continue to provide up to 20 complimentary user IDs to our premier online legal research service to the Wyoming Legislative Service Office

## **About LexisNexis**

LexisNexis, through its subsidiary company Matthew Bender & Company, Inc, is pleased to submit this response to the *Request for Proposal Number 0088-H Publication of Wyoming Statutes*.

A division of RELX Group plc, LexisNexis is uniquely positioned to meet the world's rapidly changing demands for domestic and global information, decision support solutions and tools that turn data into knowledge and knowledge into action. We are evolving the way professionals access information, gain insights and make better business decisions through our next-generation products and solutions.

Financial information about RELX Group is available at the RELX investor center at: <https://www.relx.com/investors/results/archive>

## **Print Publishing Overview**

LexisNexis has a proud tradition of publishing legal materials spanning more than a century producing a diverse array of primary and secondary legal publications with the LexisNexis®, Matthew Bender®, *Shepard's*® and Michie™ trademarks. From the Michie Company's beginnings as a publisher of judicial decisions concerning railroad cases in the late 1800s, to the statutory codes of 40 states and territories, to the most recent decisions of the United States Supreme Court, LexisNexis clearly possesses the experience, skills and abilities to continue to produce the Wyoming Statutes Annotated.

LexisNexis primary law publications include:

- Annotated statutory codes in 40 states and territories, as well as the *United States Code Service*; Of the 22 states or territories that officially contract to have their codes published, 18 use Lexis Nexis as their publisher.
- LexisNexis publishes 27 administrative codes and registers and is the official publisher of administrative codes or registers in six jurisdictions.
- LexisNexis currently publishes official court reports under contract in five jurisdictions. The company also produces three unofficial reports.
- Court reports for nine jurisdictions, including the *United States Supreme Court Reports, Lawyers' Edition*.
- Court rules in 32 states and territories, as well as the *Federal Rules of Court*,
- 400+ single topic code "slices" covering topics such as election laws and school laws.

## **Description of Other State Statutory Code Work Done Under Contract**

LexisNexis is pleased to present our substantial statutory code contract work experience. LexisNexis is the leading legal publisher of statutory codes published under contract with states and territories. No other legal publisher comes close to matching our experience with state statutory code contracts. LexisNexis performed statutory code work under contract for the following 18 states and territories during the last 10-year period: Alaska, Arkansas, Colorado, District of Columbia, Delaware, Georgia, Idaho, Mississippi, North Carolina, North Dakota, Northern Mariana Islands, Puerto Rico, Rhode Island, Tennessee, Vermont, the Virgin Islands, Virginia and Wyoming.

Our commitment to exceeding the expectations of our statutory code contract customers underlies our success. In addition to the quality of editorial work performed, LexisNexis recognizes that price stability and timely service is of paramount importance in state statutory code contracts.

Price stability is achieved by tying any contract price increase to the change in the annual rate of U.S. *Department of Labor, Bureau of Labor Statistics, Producer Price Index for Technical, scientific, and professional book publishing (Series ID: PCU5111305111303)* as an objective measure of the rate of inflation.

LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained. This speaks, again, to the value of the close working relationships that we have developed with our contract customers.



## LexisNexis Contract Codes

### Alaska

- a. **The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contact:** Hillary Martin  
Revisor of Statutes  
Legislative Affairs Agency  
Division of Legal Services  
130 Seward Street, Suite 409  
Juneau, AK 99801-2105  
Telephone: 907.465.6440  
Email: Hilary.Martin@akleg.gov

- b. **Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Professional services contract between Alaska Legislative Council and Michie, a division of Matthew Bender & Company, Inc.

- c. **Name of publication;**

*Alaska Statutes*

- d. **Whether the state or publisher holds the copyright of the publication;**

Copyright by the State of Alaska

- e. **Date original contract signed, if applicable;**

October 16, 1961

Date current contract signed: October 09, 2012

- f. **Date contract fulfilled, if applicable;**

Ongoing

- g. **Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

#### **Case Notes and Annotations.**

Case notes and collateral references are created, catchlined and updated.

Case notes for the entire code are shepardized.

Case notes are reviewed in light of new legislation.

#### **Acts.**

LexisNexis receives copies of the acts (partial and full sections) from the State.

Electronic acts are verified against paper acts.

Acts are reviewed and act sections are evaluated for placement in the Code as text or notes.

### **Act Editing and Notes.**

The numbering of sections is verified.

Where partial text is received, it is merged into the existing section.

Little editing is done to the text of sections and changes to the text are made only with the approval of the reviser of the statutes.

Text is reviewed for misspellings, typographical errors and stylistic errors.

Nonsubstantive changes are made, upon State approval and recorded within the reviser's notes.

Statute notes are created: amendment notes, effective date notes, reviser's notes, editor's notes, cross references and delayed effective date (contingency) notes, among others.

Multiple amendments and conflicting amendments are resolved.

Delayed amendments are implemented when appropriate.

Contingent legislation is tracked and implemented when the contingency is met.

Old effective date, amendment, or other notes are deleted.

References in new legislation and replacement titles are checked for accuracy.

### **Repealed Sections.**

Text is deleted and notes are transferred or deleted as appropriate.

Notes relating to the repeal and providing the location of present comparable sections are written.

### **Transferred Sections.**

Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

### **History Citations.**

Updated or new history citations are created.

### **Tables.**

The Alaska Statutes contains five tables, including Tables of Comparative Sections; Table of Sections Amended, Added and State of Origin Table.

### **Indices.**

The Alaska Statutes contains a General Index. This index is a separate volume which is replaced annually.

### **Delivery.**

Delivery required within 90 calendar days after receipt from the agency of the last enrolled act of a legislative session and the related instructions.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above

**j. Assistance provided for data processing operations within the state (whether part of a contract or not);**

In 2010, per Agency request, LexisNexis increased the number of updates from the contract provision from biannually to quarterly to ensure that provisions becoming effective between the two existing updates could be provided online in a timelier manner. LexisNexis AK Editorial team also created a comprehensive tracking spreadsheet reflecting all the maintenance content in order to allow for efficient review of possible content updates. The tracking spreadsheet is sent to the Agency quarterly for their review. When the tracking document is returned to LexisNexis our AK databases are updated with all requested changes. After updating the database we convert the data to meet system compatibility with the Agency's systems. That data conversion is reviewed by the Alaska lead editor and then the files are ftp'd to the state.

**k. Any contract or services terminated by a client(s) and the reason(s) for termination.**

None

**Arkansas**

**a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contact:** Mr. Vincent C. Henderson, II  
Arkansas Code Revisor  
Arkansas Code Revision Commission  
One Capitol Mall, 5th Floor  
Little Rock, AR 72201  
Telephone: 501.682.9304  
Email: [Vincent@blr.arkansas.gov](mailto:Vincent@blr.arkansas.gov)

**b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract by and between the Arkansas Code Revision Commission and Lexis Law Publishing.

**c. Name of publication;**

*Arkansas Code of 1987 Annotated*

**d. Whether the state or publisher holds the copyright of the publication;**

Copyright by the State of Arkansas

**e. Date original contract signed, if applicable;**

1947

Date current contract signed: September 21, 2018

**f. Date contract fulfilled, if applicable;**

Ongoing

**g. Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

**Case Notes and Annotations.**

Case notes and collateral references are created, catchlined and updated.

Case notes throughout the code are shepardized.

Case notes are reviewed in light of new legislation.

**Acts.**

LexisNexis receives the laws as passed by the legislature as well as electronic versions of the “conformed” acts from the Arkansas Code Revision Commission.

Original acts are verified against electronic conformed acts.

**Code Section Catchlines.**

LexisNexis creates catchlines for new sections; catchlines for amended sections are reviewed and modified where necessary with the approval of the Revisor.

Catchlines for repealed or transferred sections are created with the approval of the Revisor.

Effective dates are identified in section heads if there is postponed legislation.

**Act Editing and Notes.**

All conformed acts are charted and then the charting is reexamined and updated.

Existing code section numbers assigned to new legislation are examined and a memo regarding any suggested changes is prepared for the Revisor.

Legislative actions for possible superseded sections are examined.

Under superseded sections, the subject matter and legislative history of the former versions of the section are both identified.

LexisNexis works closely with Revisor when producing the final version of a section with multiple amendments to ensure that the final version (whether it is a merge of several acts or alternatively the version enacted last) is an accurate representation of the law.

Rules amendments and mergers are collected and amendments are described without State guidance from the Revisor.

Publisher’s notes are created when a code section has been declared by a court to be unconstitutional.

Translations of federal code references are provided.

Internal references for examined for accuracy.

**Repealed Sections.**

If a section is repealed, that information is placed within the text in brackets and if merely inaccurate or nonexistent, possible alternatives are suggested in a publisher’s note.

**Transferred Sections.**

When a section is transferred, new notes referencing the transfer and the former and present codification of the section are written in both the old and new locations.

**History Citations.**

Sections are all followed by the section’s full legislative history.

**Indices.**

The *Arkansas Code* contains a General Index.

**Delivery.**

The cumulative supplement is published within 90 days of LexisNexis' receipt of the last conformed Act from the Revisor.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
After the print supplement ships, we send a state-specific output that contains the full text of the annotated Code. The State uses this information for their bill drafting system, etc.
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

**Colorado**

- a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**  
  

**State Contact:** Jennifer Gilroy  
Revisor of Statutes  
Office of Legislative Legal Services  
State Capitol Building, Room 091  
Denver, CO 80203  
Telephone: 303.866.2045  
Email: Jennifer.gilroy@state.co.us
- b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**  
Contract by and between the General Assembly of the State of Colorado, acting through its Committee on Legal Services, and Matthew Bender & Company, Inc.
- c. Name of publication;**  
*Colorado Revised Statutes Annotated*
- d. Whether the state or publisher holds the copyright of the publication;**  
Copyright by the Committee on Legal Services for the State of Colorado
- e. Date original contract signed, if applicable;**  
March 7, 2002  
  
Date current contract signed: June 27, 2022

**f. Date contract fulfilled, if applicable;**

Ongoing

**g. Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

The state supplies the text for the statutes, state Constitution and court rules in SGML format. LexisNexis converts the files to a print format, edits and scans forms and tables to fit the printed page, and provides page proof to the state for review. Once the proof has been reviewed and any necessary changes implemented, LexisNexis prints, binds, and distributes the sets of the statutes. The set currently consists of 20 annually-replaced, softbound volumes. The copyright is held by the state.

**h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**

LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.

**i. Reasons for above variances;**

See h. above

**j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**

Non-applicable

**k. Any contract or services terminated by a client(s) and the reason(s) for termination.**

None

**District of Columbia**

**a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contact:** Benjamin F. Bryant, Jr.  
Codification Counsel  
Council of the District of Columbia  
Office of the General Counsel  
441 4<sup>th</sup> Street NW  
Washington, D.C. 20001  
Telephone: 202.724.8026

**b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

**c. Contract by and between the Council of the District of Columbia and Matthew Bender & Company, Inc. Name of publication;**

*D.C. Official Code*

- d. **Whether the state or publisher holds the copyright of the publication;**  
Copyright by The District of Columbia
- e. **Date original contract signed, if applicable;**  
July 1, 2013
- f. **Date contract fulfilled, if applicable;**  
Ongoing

g. **Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

**Case Notes and Annotations.**

Case notes are created, catchlined and updated.

Case notes in supplements and replacement volumes are shepardized.

Case notes are reviewed in light of new legislation.

**Acts.**

Electronic acts are received from the Codification Counsel of the *District of Columbia Register*.

Acts are reviewed, charted and charting is reviewed.

Acts are “pre-edited” for stylistic consistency; special consideration is given to translating internal act references to code section references.

Relevant federal acts are identified and charted and charting is reviewed. Text of federal acts is manually keyed into chart records.

**Code Section Catchlines.**

Catchlines are usually included in legislation; editorial assigns and modifies catchlines when necessary and appropriate.

**Act Editing and Notes.**

Permanent, temporary, or emergency nature of act is verified.

The numbering of sections is verified.

Temporary and emergency acts are noted at appropriate sections.

Permanent acts are merged into the existing database; where act contains partial text, it is merged into the existing section; where instructive language is received, changes are made directly in existing text.

Text is reviewed for misspellings, typographical errors and style. Changes may be made and memorialized via explanatory editor’s notes.

Multiple amendments and/or conflicting amendments are resolved and merged.

Statute notes are created: amendment notes, temporary notes, emergency notes, legislative history notes, cross references, editor’s notes, applicability notes, severability notes, effective date notes, etc.

Delayed or contingent legislation is tracked and implemented as appropriate.

A reference check is performed on replacement volumes.

Proofs are inspected.

**Repealed Sections.**

Text is deleted and notes are reviewed and transferred or deleted as appropriate. Cross references to present comparable sections are added as appropriate.

History line of repealed section is retained for research purposes, with information added from repealing act.

**Transferred Sections.**

Notes and text are transferred to the new location. New notes regarding the transfer are written at the old location.

**History Citations.**

Updated or new history citations are created.

**Tables.**

Several sets of tables are updated each year: a parallel reference table, an act disposition table, a popular name table, a District of Columbia Register table, an emergency act table and a "laws not codified" table.

**Indices.**

General Index

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
Non-applicable
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

**Delaware**

**a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contacts:** Daniel F. Wolcott, Jr.  
 Delaware Code Revisor  
 1313 N. Market Street, 6<sup>th</sup> Floor  
 Wilmington, DE 19899  
 Telephone: 302.984.6000  
 Email: dwolcott@potteranderson.com

James P. Sharp  
 Delaware Code Revisor  
 122 West Market Street  
 Georgetown, DE 19947  
 Telephone: 302.856.9568



**b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract by and between the Delaware Code Revisors, an agency of the State of Delaware, acting pursuant to authorization granted by Chapter 1, Title I, Delaware Code, and under an appropriation granted by the General Assembly of the State of Delaware therefore, referred to hereinafter as "Revisors", and Matthew Bender and Company, Inc. of Charlottesville, Virginia.

**c. Name of publication;**

*Delaware Code Annotated Revised 1974*

**d. Whether the state or publisher holds the copyright of the publication;**

Copyright by State of Delaware

**e. Date original contract signed, if applicable;**

November 21, 1972

Date current contract signed: January 1, 2011

**f. Date contract fulfilled, if applicable;**

Ongoing

**g. Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

**Case Notes and Annotations.**

Case notes and collateral references are created, catchlined and updated.  
Case notes in supplements and replacement titles are shepardized.  
Case notes are reviewed in light of new legislation.

**Acts.**

Acts are received in both paper and electronic versions.  
Electronic acts are verified against paper acts.  
Acts may contain full text, partial text or instructive language. Changes are incorporated into the full text, but only those portions of the statutory text actually affected by legislation are printed in the supplement and interim supplement.  
All acts are first charted and then the charts are reviewed and updated. Any unusual situations are brought to the attention of the revisors.

**Code Section Catchlines.**

Section catchlines are created (subject to reviser approval).

**Act Editing and Notes.**

New acts are reviewed and edited: Scope of revisors' authority is spelled out in the *Delaware Code* (1 Del.C. Section 211.)  
Stylistic and other editorial changes are made in conformity with LexisNexis' understanding of how the revisors interpret the scope of their authority. Specifically, LexisNexis corrects the style of section references, subsection designations, capitalization, spelling, grammar and punctuation; checks internal references and amendments to Delaware Laws; translates internal references, effective dates and numbers; and sends memos to the State revisors describing substantive changes.

LexisNexis calls or sends memos to the revisors about errors (style, grammar, sense, punctuation, section references, spelling) in code sections requiring correction, suggests corrections when possible and implements changes approved or authorized by the revisors. Edited acts and memoranda of questions regarding editing and charting are sent to the revisors.

All new legislation and amended sections are rendered gender neutral.

LexisNexis works closely with the revisors when producing the final version of a section with multiple amendments to ensure that the final version (whether it is a merge of several acts or just the version enacted last) is an accurate representation of the law.

If there is postponed legislation, the delayed material is set out in a second version of the affected code section and edited as usual.

Internal references are checked for accuracy: if repealed, suggests possible comparable new provisions if any in a revisor's note and if merely inaccurate or nonexistent, possible alternatives are suggested in a revisor's note.

Revisors are notified regarding suggested substitutions or courses of action.

Severability clauses are included as revisor's notes under appropriate sections.

Amendments and chapter revisions are described in appropriate notes.

Effective date provisions are placed as revisor's notes at the beginning of all new sections or units. The effective date is included as part of an amendment note under an amended section if the effective date of the amendment is determined by the signature date; if the effective date is specified in an act section, the effective date is set out in a separate revisor's note.

Only those parts of sections which are amended are set out in the supplement, with explanatory notes.

Translations of federal code references are provided.

Code sections have shepardized annotations.

LexisNexis provides cross references to other relevant legislation and deletes such cross references when the referenced sections are repealed.

Some uncodified portions of acts are inserted as notes under appropriate code sections.

Where a code section references an obsolete name, the new name and the act or code section implementing the change or describing the reference is provided.

Uniform acts are not altered unless specifically directed by the revisors.

Code section translations are provided for references to "this act" or to other Delaware acts in statute text. LexisNexis provides translations for references to "the effective date of this section" or similar language.

### **Repealed Sections.**

LexisNexis identifies under a repealed section or unit the repealing act, the subject matter of the former section, its legislative history and often the location of present similar law.

### **Transferred Sections.**

When a section is transferred (other than in a revision of chapter or subchapter), LexisNexis references the transfer and the former and present codification at the old and present locations.

### **History Citations.**

Historical citations are updated with new legislation. Histories in printed supplements are fully presented, regardless of whether full or partial statutory text is presented.

### **Tables.**

The *Delaware Code* contains Tables of Disposition of the acts.

**Indices.**

The *Delaware Code* contains a General Index.

**Delivery.**

Delivery required not later than 90 days from the time LexisNexis is authorized to proceed with the work and is supplied with all legislation to be included. Delivery dates and costs to state and private purchasers consistent with contracted specifications.

**h. Reasons for above variances;**

See h. above

**i. Assistance provided for data processing operations within the state (whether part of a contract or not); and**

LexisNexis processes all legislation on a continual basis, providing a fully updated electronic version of the code to the State within 7 days of the Governor having signed any individual piece of legislation. The majority of this work occurs "post-session," as that is when the Governor signs the majority of the legislation in any given year. After all legislation for the year has been signed, and the resultant data provided to the State in electronic format, additional cleanup occurs, when readying the print products provided to the State. When the work is complete, a final full version of the code is again sent to the State in electronic format. We also occasionally send court rules data to representatives of various courts upon request. Finally, we provide a free, searchable, unannotated DE Code on Michie.com., which is updated in conjunction with the CD release.

**j. Any contract or services terminated by a client(s) and the reason(s) for termination.**

None

**Georgia****a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contact:** Betsy Howerton  
Deputy Legislative Counsel  
Legislative Service Committee  
316 State Capitol  
Atlanta, GA 30334  
Telephone: 404.656.5000

**b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract by and between the State of Georgia, acting through its Code Revision Commission, and LexisNexis.

**c. Name of publication;**

*Official Code of Georgia Annotated*

**d. Whether the state or publisher holds the copyright of the publication;**

neither the state or the publisher claims copyright

**e. Date original contract signed, if applicable;**

June 19, 1978

Date current contract signed: March 2022

**f. Date contract fulfilled, if applicable;**

Ongoing

**g. Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

**Case Notes and Annotations.**

Case notes, cross reference notes, and collateral references are created.

Case notes are shepardized.

Case notes are reviewed and updated in light of new legislation.

References to the Official Compilation of the Rules and Regulations of the State of Georgia are added.

**Acts.**

Electronic acts are verified against paper acts.

Acts are first reviewed and charted and then the charting is reexamined.

**Code Section Catchlines.**

Catchlines are created for new sections; catchlines for amended sections are reviewed and modified where necessary.

**Act Editing and Notes.**

The numbering of sections is verified.

Where partial text is received, it is merged into the existing section.

No editing is done to the text of sections.

Text is reviewed for misspellings, typographical errors and stylistic errors. Nonsubstantive changes are made, upon State approval, with explanatory Code Commission notes.

“This act” and “effective date of this act”: translation placed in Statute notes are created:

amendment notes, effective date notes, editor’s notes, cross references and delayed effective date (contingency) notes, among others.

Multiple amendments and conflicting amendments are resolved.

Delayed amendments are implemented when appropriate.

Contingent legislation is tracked and implemented when the contingency is met.

Old effective date, amendment, or other notes are deleted in replacement volumes.

Substitution of page number for HB/SB number on proof.

A reference check is performed on all references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation.

Proofs are inspected and submitted to the State for review.

State proof review changes are implemented.

**Repealed Sections.**

Text is deleted and notes are transferred or deleted as appropriate.

Notes relating to the repeal and providing the location of present comparable sections are written.

**Transferred Sections.**

Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

**History Citations.**

Updated or new history citations are created.

**Tables.**

The *Official Code of Georgia Annotated* contains fifteen tables, including Tables of Comparative Sections and a Table of Laws Codified (session law disposition table).

**Indices.**

The *Official Code of Georgia Annotated* contains a General Index and a Local Laws Index.

**Delivery.**

Supplements and index to be delivered not later than 75 days following receipt by LexisNexis of the text of all the statutes adopted at each regular session of the General Assembly.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
Upon completion of the supplement, LexisNexis sends Georgia WordPerfect files of either the entire code (statutes only, no annotations) or only those sections affected by that year's legislation, whichever the State prefers. Each statute is in a separate file. This is used for their online unannotated code. Additionally, after the supplement is shipped, the Office of Legislative Counsel sends LexisNexis an electronic version of the State's database. LexisNexis then runs a program comparing the State's electronic data to the LexisNexis database. LexisNexis sends the Office of Legislative Counsel the results in hard copy.
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

## Idaho

- a. **The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contact:** Andy Doman  
Chair, Idaho Code Commission  
Lake City Law  
907 Main Ave.  
St. Maries, ID 83861  
Telephone: (208) 245-9155

- b. **Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**  
Contract by and between the Code Commission of the State of Idaho and Matthew Bender and Company, Inc.

- c. **Name of publication;**  
*Idaho Code*

- d. **Whether the state or publisher holds the copyright of the publication;**  
Copyright by Matthew Bender & Company, Inc. a member of the LexisNexis Group

- e. **Date original contract signed, if applicable;**  
May 1, 1947

Date current contract signed: November 10, 2021

- f. **Date contract fulfilled, if applicable;**  
Ongoing

- g. **Editorial work provided;**  
LexisNexis provides the following editorial services under the contract:

**Case Notes and Annotations.**

Case notes and collateral references are created, catchlined and updated.  
Case notes in supplements and replacement titles are shepardized.  
Case notes are reviewed in light of new legislation.

**Collateral references**, i.e., Am. Jur. And C.J.S., are updated in replacement titles.  
LexisNexis receives only the full sections of acts from the State.  
Acts are first reviewed and charted and then the charting is reexamined.

**Code Section Catchlines.**

Catchlines are created by the State legislature; LexisNexis does not play a role in their creation, but does suggest changes to reflect legislative changes that affect the catchlines. These changes are usually denoted through the use of brackets which will be removed in the next legislative year, when the corrective bill will implement the change permanently. Bracketed information is added to catchlines for repealed or transferred sections and for sections with delayed legislative changes.

### **Act Editing and Notes.**

The numbering of sections is verified.

Very little editing is done to the text of sections.

Text is reviewed for misspellings, typographical errors and stylistic errors.

Nonsubstantive changes are bracketed in, upon State approval, with explanatory compiler's notes.

"This act" and "effective date of this act": translation placed in notes.

Statute notes are created: amendment notes, effective date notes, compiler's notes, cross references and delayed effective date (contingency) notes, among others.

Multiple amendments and conflicting amendments are resolved.

Delayed amendments are implemented when appropriate.

Contingent legislation is tracked and implemented when the contingency is met.

Outdated compiler's notes or other notes which no longer have effect are deleted.

A reference check is conducted for all internal references in new legislation and replacement titles.

Proofs are inspected.

### **Repealed Sections.**

Text is deleted and replaced with information about the repealing legislation. The history note is maintained and other notes are transferred or deleted as appropriate.

Information providing the location of present comparable sections is added on the end of the information about the repealing legislation.

### **Transferred Sections.**

Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

### **History Citations.**

Updated or new history citations are created.

### **Tables.**

The *Idaho Code* contains a table of the disposition of all session laws since 1921.

### **Indices.**

General Index.

### **Delivery.**

Delivery f.o.b. to the State not later than the third or fourth Friday in June.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above

**j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**

Following each legislative session, the editorial team at LexisNexis and the staff of the Idaho Legislative Services Office review the year's legislation, conforming multiple amendments, correcting inadvertent errors, and making necessary section number and paragraph reassignments. Before the state uploads this new legislation to its own database and presents it to the public through its self-maintained website, the state sends a copy of all affected sections to LexisNexis, where the state data is compared against the LexisNexis version of those same sections, character-to-character, to make sure that the updates prepared by the state and by LexisNexis are synchronous. This compare process is also applied to whole titles of the Idaho Code to the mutual benefit of the databases of both the state of Idaho and Lexis.

**k. Any contract or services terminated by a client(s) and the reason(s) for termination.**

None

### Mississippi

**a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contacts:** Ronald M. Firth/Ethan Samsel  
Co-Counsel  
Mississippi Joint Legislative Committee  
on Compilation, Revision and Publication of Legislation  
P. O. Box 1018  
Jackson, MS 39215-1018  
Telephone: 601.359.3310

**b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract between the State of Mississippi, acting by and through the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation and LEXIS Law Publishing, a division of Reed Elsevier Inc.

**c. Name of publication;**

*Mississippi Code of 1972 Annotated*

**d. Whether the state or publisher holds the copyright of the publication;**

Copyright by The State of Mississippi

**e. Date original contract signed, if applicable;**

October 14, 1998

Date current contract signed: The original contract has been extended several times and the current term runs until September 30, 2026.

**f. Date contract fulfilled, if applicable;**

Ongoing

**g. Editorial work provided;**



LexisNexis provides the following editorial services under the contract:

**Case Notes and Annotations.**

Case notes, attorney general opinion notes, ethics opinion notes and collateral references (ALR, AmJur, CJS and law review notes) are created, catchlined and updated. Case notes in supplements and replace volumes are shepardized. Case notes are reviewed in light of new legislation.

**Acts.**

LexisNexis receives acts as full sections. Electronic acts are downloaded from the Legislature's website. Acts are reviewed, charted and charting reviewed.

**Code Section Catchlines.**

Catchlines for new sections are created; catchlines for amended sections are reviewed and modified where necessary. Catchlines for repealed or transferred sections are created. Analyses for each unit (title/part/chapter/subchapter) created.

**Code Section Placement.**

New sections are given appropriate placement in the Code based on subject matter. Code section placements are submitted for approval to the Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

**Act Editing and Notes.**

The numbering of sections is verified. Some editing is done to the text of sections, with approval of the Joint Legislative Committee. Text is reviewed for typographical errors and style. Changes are made after approval of Joint Legislative Committee. Internal translations are implemented: "this act", "effective date of this act", "Section 4 of this act." Creation of statute notes: amendment notes, comparable legislation from other states, cross-reference notes, editor's notes, federal aspect notes and Joint Legislative Committee notes. Multiple amendments and conflicting amendments are resolved. Delayed amendments are set out separately and then implemented when appropriate. Contingent legislation is set out separately, tracked and implemented when the contingency is met. Deletion of old effective date, amendment, or other notes. Reference check of all references in new legislation and replacement volumes and references throughout the code are checked where affected by new legislation. Proofs are inspected. Implementation of State responses to any questions raised during supplement production.

**Repealed Sections.**

Text is deleted and notes are reviewed and transferred or deleted as appropriate. Notes relating to the repeal, providing the location of present comparable sections are written.

**Transferred Sections.**

Notes and text are transferred to the new location. New notes regarding the transfer are written for the old location.

**History Citations (Sources).**

Updated or new history citations are created.

**Tables.**

The *Mississippi Code of 1972 Annotated* contains several tables published in the Statutory Tables volume of the Code. The tables include the following:

*Sections of the Code of 1930 carried into the Code of 1942.*

*Sections of the Code of 1942 carried into the Code of 1972.*

*Allocation of Acts of Legislature, 1931 - 1972.*

*Allocation of Acts of Legislature, 1972 - present.*

*Consolidated Tables of amendments and repeals of 1942 Code sections.*

*Consolidated Tables of amendments and repeals of 1972 Code sections.*

**Indices.**

The Mississippi Code of 1972 Annotated is completely indexed in two soft cover Index volumes, which are updated and replaced annually.

**Delivery.**

Delivery within 90 days after receipt by LexisNexis of all legislative enactments for the previous regular or extraordinary session of the legislature.

**h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**

LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.

**i. Reasons for above variances;**

See h. above

**j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**

LexisNexis provides a free public access unannotated version of the Mississippi Code of 1972 at no charge to the State as part of the contract.

**k. Any contract or services terminated by a client(s) and the reason(s) for termination.**

None

## North Carolina

- a. **The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contact:** David Unwin, Reviser of Statutes  
North Carolina Legislature  
State of North Carolina  
401 Legislative Office Building  
300 N. Salisbury Street  
Raleigh, NC 27602  
Telephone: 919.773.2578

- b. **Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract between the State of North Carolina, acting through its Attorney General as one party, and Matthew Bender & Company, Inc., as the other party.

- c. **Name of publication;**

*General Statutes of North Carolina Annotated*

- d. **Whether the state or publisher holds the copyright of the publication;**

Copyright by Matthew Bender & Company, Inc. a member of the LexisNexis Group.

- e. **Date original contract signed, if applicable;**

August 7, 1939

Date current contract signed: July 2, 2019

- f. **Date contract fulfilled, if applicable;**

Ongoing

- g. **Editorial work provided;**

LexisNexis provided the following editorial services under the contract:

### **Case Note and Annotations.**

All published cases arising in North Carolina (state and federal), Attorney General opinions and law reviews are read and case notes are created, catchlined and updated. Existing annotations are shepardized.

### **Acts.**

LexisNexis receives raw paper acts and electronic versions of the acts (in their entirety as well as just the amended text) from the State's General Assembly.

Acts are first reviewed and charted, by recording what each section of each act does, which code sections are affected and the effective date for each change. Preliminary section assignments are made for the placement of notes related to uncodified provisions of the acts. Charts are sent to the Reviser of Statutes for review.

LexisNexis reviews each chart entry for remarks by the Reviser of Statutes and implements additional notes or changes marked on the charts.

### **Act Editing and Notes.**

Amendments are compared against current sections to ensure that the legislature has not inadvertently omitted any prior amendments by drafting to an older version of the statute. Text is reviewed for misspellings, grammatical errors and errors in capitalization and punctuation. Also, definition sections are alphabetized, catchlines are reviewed for accuracy and references are scanned for sections that should be changed to General Statute cites. Sections are identified which have been amended by more than one act during the same Session, as well as other anomalies and these instances are brought to the attention of the Reviser of Statutes for resolution.

References are checked for accuracy in light of new legislation.

Editor's notes are created, which alert users to unusual dates, transferred sections, irregularities, uncodified provisions and supply other useful information. Old editor's notes are deleted, working under the direction of the Reviser of Statutes.

Amendment notes are created and added, signaling changes made pursuant to recent legislation. Old amendment notes are deleted.

Cross references are created, guiding users to related subject matter.

Notes are added which alert the user to "local modifications" to specific sections.

In cases of legislation with delayed effective dates, sections (or parts of sections) are set out twice (or more, as appropriate) and parentheticals are added in the catchlines to bring those provisions to the user's attention. Where there are delayed dates or multiple sections, "continued lines" are added to alert the user.

Sections are deleted that have become obsolete by way of delayed dates.

Comments to uniform acts are included that have been added or revised in the legislative session.

### **Repealed Sections.**

Text is deleted and historical citations and case notes are transferred or deleted as appropriate.

### **Transferred Sections.**

Text is transferred to the new location. Case notes are reviewed and moved when appropriate.

### **History Citations.**

Historical cites, which list all the acts that have affected a section, are updated.

### **Tables.**

The *General Statutes of North Carolina* contains tables prepared by LexisNexis that reflect which sections are affected by each piece of legislation and how they are affected.

### **Indices.**

The *General Statutes of North Carolina* contains a General Index prepared by LexisNexis.

### **Delivery.**

Delivery within 90 days of receipt of all acts to be codified.

#### **h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**

LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.

- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
After the print supplement ships, LexisNexis sends an electronic submission to the State of North Carolina that contains only sections affected by that year's legislation, including historical citations (but no annotations). This information is used to update the State's bill drafting database.
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

### North Dakota

- a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**  
  
**State Contact:** Jennifer Clark  
Code Reviser  
North Dakota Legislative Council  
State Capitol, 600 East Boulevard  
Bismarck, ND 58505-0360  
Telephone: 701.328.2916
- b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**  
Contract between the North Dakota Legislative Council and The Michie Company, a division of Mead Data Central, Inc.
- c. Name of publication;**  
*North Dakota Century Code Annotated*
- d. Whether the state or publisher holds the copyright of the publication;**  
Copyright assigned to the State of North Dakota for official use, subject to reservation of contractual rights by Matthew Bender & Company, Inc., a member of the LexisNexis Group.
- e. Date original contract signed, if applicable;**  
May 28, 1959  
  
Date current contract signed: August 4, 2020
- f. Date original contract signed, if applicable;**  
Ongoing
- g. Editorial work provided;**  
LexisNexis provides the following editorial services under the contract:

### **Case Notes and Annotations.**

All published cases in North Dakota (state and federal) and law reviews from North Dakota law schools are read and annotations created. Collateral reference annotations are created from American Law Reports. ALR case annotations are reviewed in light of new legislation.

### **Acts.**

LexisNexis receives paper acts from the state with handwritten instructions from the state reviser. Acts are reviewed and charted, by recording what each act does, which section it affects and the effective date. Text is reviewed for misspellings, grammatical errors and errors in numbering, capitalization, punctuation and internal references. Definition sections are alphabetized and catchlines are reviewed for accuracy. LexisNexis makes suggestions for any of these areas to the state.

Any errors or omissions in the reviser's handwritten instructions found in the work-up of the legislation on the state tape are brought to the reviser's attention.

LexisNexis receives from the state a computer tape of the sections affected by the legislation. LexisNexis runs a compare program of the LexisNexis database against the state tape files following integration of all new legislation.

### **Act Editing and Annotations.**

Acts are reviewed for section assignments and other changes or notes provided by the Reviser for inclusion in the text by LexisNexis.

LexisNexis creates and adds editor's notes, which alert users to unusual dates, transferred sections, irregularities and supply other useful information.

LexisNexis creates effective date notes and provides cross-references.

Multiple amendments and conflicting amendments are merged by the State Reviser and reviewed by LexisNexis.

In cases of legislation with delayed effective dates, sections are set out twice and parentheticals are placed in the catchline to attract the user's attention.

Derivation notes indicating the source provisions for current sections are created upon request from the Reviser.

LexisNexis sends a memorandum delineating all suggested changes to the state and implements any approved changes.

LexisNexis reviews all statutory references for changes due to current legislation; adds editor's notes where necessary to indicate that a statutory reference is repealed or incorrect.

Proofs are inspected.

### **Repealed Sections.**

Text is deleted and case notes and editor's notes are transferred or deleted as appropriate.

Notes relating to the repeal and providing the location of present comparable sections are written, when appropriate.

### **Transferred Sections.**

Text is transferred to the new location. Case notes and editor's notes are transferred or deleted as appropriate.

### **History Citations.**

Historical citations are created and updated.

**Tables.**

The *North Dakota Century Code Annotated* contains tables that show each section affected by each piece of legislation and how it is affected.

Each ALS series contains a summary of Enrolled Acts and Table of Sections Added, Amended, or Repealed.

**Indices.**

The *North Dakota Century Code Annotated* contains a General Index, which is updated and republished with each supplement.

Each set of court rules in the court rules publications contains a separate index.

ALS pamphlets also contain an index.

**Delivery.**

Delivery by August 1 of each legislative year.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
LexisNexis does not provide this service to the State of North Dakota.
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

**Northern Mariana Islands**

- a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**Territory Contact:** Michael A. Stanker  
General Counsel, CNMI Judiciary  
Executive Director, CNMI Law Revision Commission  
(670) 236-9820

- b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**  
Contract between the Commonwealth Law Revision Commission and Matthew Bender & Company, Inc.

**c. Name of publication;**

*Northern Mariana Islands Commonwealth Code*

**d. Whether the state or publisher holds the copyright of the publication;**

Copyright by the Commonwealth Law Revision Commission of the Commonwealth of the Northern Mariana Islands

**e. Date original contract signed, if applicable;**

September 23, 2010

**f. Date contract fulfilled, if applicable;**

August 23, 2012

**g. Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

The Commonwealth provides LexisNexis WordPerfect files which are reformatted by the LexisNexis editorial staff in conjunction with the Executive Director of the Commonwealth. Page proof is provided to the Commonwealth for review with suggested changes queried by the LexisNexis editorial staff. Corrections are implemented as needed. LexisNexis prints and binds the Code.

**Delivery**

Delivery is required 3 months from the receipt of electronic files from the Commonwealth.

**h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**

LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.

**i. Reasons for above variances;**

See h. above

**j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**

A CD containing the updated Commonwealth Code, Administrative Code and case material was provided to the Commonwealth.

**k. Any contract or services terminated by a client(s) and the reason(s) for termination.**

Non-applicable



## Puerto Rico

- a. **The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**Territory Contact:** Juan Luis Martínez Martínez  
Director  
Office of Legislative Services  
Legislature of Puerto Rico  
P.O. Box 9023986  
San Juan, Puerto Rico 0002-3986  
Telephone: 787.721.5100

- b. **Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract between the Department of State of Puerto Rico and LEXIS-NEXIS of Puerto Rico, Inc .

- c. **Name of publication;**

*Laws of Puerto Rico Annotated (English) and Leyes de Puerto Rico Anotados (Spanish)*

- d. **Whether the state or publisher holds the copyright of the publication;**

Copyright by The Secretary of State of Puerto Rico for The Commonwealth of Puerto Rico.

- e. **Date original contract signed, if applicable;**

July 1, 1994

Date current contract signed: June 30, 2022

- f. **Date contract fulfilled, if applicable;**

Ongoing

- g. **Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

### **Case Notes and Annotations.**

Case notes and collateral references are created, catchlined, and updated.

Case notes are reviewed in light of new legislation.

### **Acts.**

LexisNexis receives acts in both Spanish and English throughout the year, primarily in paper form. The acts are scanned and proofread.

### **Code Section Catchlines.**

LexisNexis creates catchlines for new sections when not provided by the State in the act itself; catchlines for amended sections are reviewed and modified where necessary.

Catchlines for repealed sections are created.

### **Act Editing and Notes.**

All acts are classified and charted by the Analyst. The acts are then coded by the editors to be loaded into the database. Amendment notes are generally written by the editors. Other statute notes are written by the Analyst as needed.

### **Repealed Sections.**

If a section is repealed, the existing section head is deleted and replaced with the information of the repealing act. All text and notes are deleted, except for case notes which are retained for historical purposes.

### **Transferred Sections.**

We do not have transferred sections. At times, the Analyst will reclassify sections in order to accommodate the enactment of new sections. When sections are reclassified, all text and notes are moved and a note is placed at the old and new locations.

### **History Citations.**

Sections are all followed by the section's full legislative history.

### **Indices.**

The Puerto Code in Spanish contains a one volume index, produced by an editor within the PR team. The Code in English contains a two volume index produced by the indexing department.

### **Delivery.**

The Spanish cumulative supplement is published in June, while the English cumulative supplement is published in November.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
LexisNexis provides free public access to unannotated version of the Puerto Rico in both Spanish and English at no charge to the Government as part of the contract.
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

## Rhode Island

- a. **The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contact:** Susan Pegden  
Director, Law Revision  
Joint Committee on Legislative Services  
Suite 11, State House  
Providence, RI 02903  
Telephone: 401.222.3614

- b. **Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract between the Statute Consolidation Commission of the State of Rhode Island and Providence Plantations and the Bobbs-Merrill Company, Inc.

- c. **Name of publication;**

*General Laws of Rhode Island 1956*

- d. **Whether the state or publisher holds the copyright of the publication;**

Copyright by the State of Rhode Island and Providence Plantations

- e. **Date original contract signed, if applicable;**

December 29, 1954

- f. **Date contract fulfilled, if applicable;**

Ongoing

- g. **Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

### **Case Notes and Annotations.**

Case note and collateral references are annotated, catchlined and updated (year round).

Case notes are shepardized and annotations reviewed in light of subsequent history.

Case notes are reviewed in light of new legislation.

### **Acts.**

LexisNexis receives signed acts in their entirety with chapter numbers assigned from the State.

Acts are first reviewed and charted and then the charting is reexamined.

### **Act Editing and Notes.**

During preparation for replacement volumes and the supplement, LexisNexis provides detailed and comprehensive editing to ensure consistency throughout the code in such areas as gender neutrality, internal designation schemes and internal references and federal act references. Substantive changes are detailed in a memorandum, which is the basis for a yearly reviser's bill.

During supplement editing, obvious errors are corrected and substitutes used for "this act" and similar phrases. Any changes are treated in compiler's notes.

Multiple and conflicting amendments are resolved.

Delayed enactments, amendments and repeals are implemented when appropriate.  
Statute notes are created: no amendment notes, but effective date notes and compiler's notes.  
Deletion of old effective date notes upon reenactment or when appropriate.  
Proofs are inspected and submitted to the State for review.  
Changes made by the State are examined and implemented.

**Repealed Sections.**

Text is deleted and notes are transferred or deleted as appropriate.  
Notes relating to the repeal providing the location of present comparable sections are written.

**Transferred Sections.**

Notes are transferred to the new location. New notes referencing the transfer are written for the old location and the new location.

**History Citations.**

History citations are created and added to new and amended sections.

**Tables.**

The General Laws of Rhode Island contains a Table of Sections Affected in each supplement, Tables of Corresponding Provisions when statutes are revised and a Table of Disposition.

**Indices.**

The *General Laws of Rhode Island* contains a comprehensive Index, updated annually. Ready reference indices are also created and updated for the code.

**Delivery.**

Delivery within 90 days of receipt of last acts from legislature.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
Upon completion of the print supplement process, LexisNexis sends an electronic version of the entire updated code to the State of Rhode Island.
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

## Tennessee

- a. **The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contact:** Paige Seals, Attorney and Revisor of Statutes  
Office of Legal Services for the Tennessee General Assembly  
Suite 900 Cordell Hull Building  
Nashville, TN 37243  
Telephone: 615.741.3056

- b. **Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract by and between the Tennessee Code Commission and Matthew Bender & Company, Inc.

- c. **Name of publication;**

*Tennessee Code Annotated*

- d. **Whether the state or publisher holds the copyright of the publication;**

Copyright by the State of Tennessee

- e. **Date original contract signed, if applicable;**

December 19, 1979

Date Current Contract Signed: November 13, 2013

- f. **Date contract fulfilled, if applicable;**

Ongoing

- g. **Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

### **Case Notes and Annotations.**

Every State and federal judicial decision is read and annotations relating to Tennessee code sections, rules and provisions of the State and federal constitutions are created.

American Law Reports (ALR), American Jurisprudence (Am. Jur.), Corpus Juris Secundum (CJS) and selected other treatises, as well as the four major Tennessee law school law reviews, are read and annotations created.

West Key Cites are maintained to help researchers who use that system.

### **Acts.**

LexisNexis receives paper copies of every Public Chapter from the Code Commission.

LexisNexis retrieves electronic copies of every Public Chapter from the state's FTP site.

Under the authority granted to the Code Commission by Tennessee Code Annotated § 1-1-108, as delegated to LexisNexis by contract, LexisNexis legal analysts edit the Public Chapters for style.

"Stylistic" editing involves conforming the acts to the style guidelines approved by the Code Commission and submitted to and approved by the judiciary committees of the state senate and house of representatives. All such changes must be submitted to and approved by the Code Commission

“Substantive” editing involves correction of actual errors in the text, such as misspelled words. An experienced legal analyst reads every act for accuracy, sense and context. Like the stylistic changes, all substantive changes must be individually approved by the State. Legal analysts make a determination of the effective date of each act and add section catchlines or edit existing catchlines, as necessary.

### **Statutory Notes.**

For its annual supplement products, amendment notes and effective date notes are written to explain the effects of each act.

Compiler’s notes are written to explain the effects of many uncodified provisions.

Compiler’s notes are written to clarify the applicability of legislative amendments or enactments.

Cross reference notes and section-to-section reference notes are added for the user’s convenience.

Comparative legislation notes are added to point out comparable legislation in eight states surrounding Tennessee.

Notes are created to explain the deletion of repealed and obsolete sections.

Comprehensive historical citations are maintained for each Tennessee Code Annotated section as it is enacted, amended, transferred or repealed.

### **Supplements and Replacement Volumes.**

Each year’s Public Chapters (typically 500 to 550) are received electronically via Tennessee’s FTP site.

After editing, the Public Chapters and any new notes are editorially merged into the existing Tennessee Code electronic database.

The editorial staff reviews and corrects all subsection, subdivision and code section references in the Code, called reference checking, for the continuing accuracy of these internal references.

Within 80 days of the receipt of the last electronic Public Chapter, LexisNexis ships to its customers: replacement volumes (usually four to six per year), pocket part supplements for each non-replacement volume, a supplement to the volume containing tables designed to facilitate legislative research and a three-volume, soft cover General Index.

Volumes are replaced based on size and extent of legislation, typically every 5-10 years. When replacing a volume, the editorial staff incorporates all supplement material into the volume; deletes amendment and effective date notes; reviews and updates or deletes compiler’s notes for continuing accuracy, relevance and usefulness; reviews and revises all subsection, subdivision and code section references within the volume for accuracy; makes any name changes directed by legislation; updates catchlines where necessary; adds comparative legislation notes, cross references and compiler’s notes that are needed; reviews and revises case notes and the numbering system in the case note hierarchy; supplies citations for state and federal short titles mentioned in the Code; redesignates paragraphs in code sections so they conform to state style; corrects misspelled words; and generally conforms sections within the volume to the style guidelines approved by the Code Commission and submitted to and approved by the judiciary committees of the state senate and house of representatives. All replacement volume work is submitted to the Code Commission for approval.

The general index is extensively revised and updated each year by LexisNexis’ experienced indexing staff. Within a month of the shipment of the annual supplement package, LexisNexis ships the Tennessee Code Annotated electronically on the *Tennessee Law on Disc* and also sends updated electronic tapes to the major electronic research services.

**Tables.**

The Tennessee Tables volume most notably includes the Session Laws Disposition Table, Table of Parallel Sections from prior codes, Code Changes since 1955 and Tables of County and Municipal Populations.

**Delivery.**

Delivery within 80 days of receipt by LexisNexis of all acts from the previous regular or extraordinary session from Tennessee's FTP site.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
LexisNexis provides LOD (law on disk) which contains statutes and other materials which the state in turn uses in its bill drafting process.
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

**Vermont**

- a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**
- State Contact:** Jennifer Carbee, Esq.  
Director and Chief Counsel  
Office of Legislative Counsel  
Vermont General Assembly  
115 State Street  
Montpelier, VT 05633-5301  
Telephone: 802.828.6506
- b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**  
Contract between the State of Vermont, acting by and through the Vermont Legislative Council, under the authority granted pursuant to the Vermont Statutes Annotated, Title 2, Chapter 13, Subchapter 5, and Matthew Bender & Company, Inc., a member of the LexisNexis Group, a corporation organized under the laws of the State of New York.
- c. Name of publication;**  
*Vermont Statutes Annotated*

**d. Whether the state or publisher holds the copyright of the publication;**  
Copyright by the Legislative Council of the General Assembly for the State of Vermont.

**e. Date original contract signed, if applicable;**  
1958

Date Current Contract Signed: December 21, 2010

**f. Date contract fulfilled, if applicable;**  
Ongoing

**g. Editorial work provided;**  
LexisNexis provides the following editorial services under the contract:

**Case Notes and Annotations.**

Case notes and collateral references are created, catchlined and updated.

Case notes are shepardized.

Case notes are reviewed in light of new legislation.

**Acts.**

LexisNexis receives full sections of acts as well as just the amended text of sections from the State.

Acts are first reviewed and charted and then the charting is reexamined.

**Code Section Catchlines.**

Although catchlines are already present on acts, LexisNexis may edit as necessary, subject to State approval.

Catchlines for repealed or transferred sections are created.

**Act Editing and Notes.**

The numbering of sections is verified.

Where partial text is received, it is merged into the existing section.

Text is reviewed for misspellings, typographical errors, accuracy of records and style.

Nonsubstantive changes are made, upon State approval, with explanatory Revision notes.

Statute notes are created: amendment notes, effective date notes, Reviser's notes, editor's notes, cross references and delayed effective date (contingency) notes, among others.

Multiple amendments and conflicting amendments are resolved.

Delayed amendments are implemented when appropriate.

Contingent legislation is tracked and implemented when the contingency is met.

All references in new legislation and replacement volumes are checked for accuracy.

Proofs are inspected and submitted to the State for review.

State proof review changes are implemented.

**Repealed (Terminated, Expired) Sections.**

Text is deleted and notes are reviewed and handled as appropriate.

Notes relating to the repeal and providing the location of present comparable sections are written.

**Transferred Sections.**

Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.



### **History Citations.**

Updated or new history citations are created.

### **Tables.**

The *Vermont Statutes Annotated* contains five tables, including Table of Sections Amended, Table of Sections Added, Table of Popular Names, and Table of Transfer of Functions.

### **Indices.**

The *Vermont Statutes Annotated* contains a General Index. LexisNexis also creates an Index for *the Uniform Commercial Code*.

### **Delivery.**

Delivery within 90 days of receipt of last act from the Office of the Secretary of State.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
The data is sent to the State in Microsoft Word format. Each section is sent in its own file and every file contains all of that section's hierarchy. Also for each title, LexisNexis sends a listing of every file and what each file contains. LexisNexis also sends a file containing the total number of files that were sent for each title.
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

## **Virgin Islands**

- a. The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**Territory Contacts:** Sharon Lake Peets  
Office Manager  
Office of the Code Revisor  
Legislature of the Virgin Islands  
Capitol Building, Charlotte Amalie  
St. Thomas, U.S. Virgin Islands 00804  
Telephone: 340.693.3682  
Email: speets@legvi.org

**b. Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract between the Government of the Virgin Islands acting through the United States Virgin Islands Law Revision Commission, under authority of Title 1, Chapter 17, Subchapter 1, Virgin Islands Code, and Butterworth Legal Publishers a subsidiary of Reed, Inc.

**c. Name of publication;**

*Virgin Islands Code Annotated*

**d. Whether the state or publisher holds the copyright of the publication;**

Copyright by the Lieutenant Governor for the Government of the Virgin Islands

**e. Date original contract signed, if applicable;**

December 14, 1990

**f. Date contract fulfilled, if applicable;**

Ongoing

**g. Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

**Case Notes and Annotations.**

Case notes are created, catchlined, and updated.

Case notes throughout the code are shepardized.

Case notes are reviewed in light of new legislation.

**Acts.**

The Lt. Governor's office mails the Acts and Governor's Objects and the Resolutions as they become available. We normally receive the last act by mid-January. We need to call the Lt. Governor's office to see if we received the last act. All acts received should have the act number included at the top of the first page and should also include the Governor's signature and stamped seal on the last page of the act. Once acts are received, they are scanned and electronic word files are created.

**Code Section Catchlines.**

Catchlines for new sections are created by the jurisdiction. Some acts are received where new sections do not have catchlines added by the jurisdiction. In these instances, the Analyst will create the section catchlines.

**Act Editing and Notes.**

The numbering of sections is verified. In the event of a conflict, the Analyst memos the jurisdiction.

Amendment notes and any other notes as necessary such as editor's notes and revision notes are created.

Virgin Islands is a partial section jurisdiction. For amendments, only the amended subsections or paragraphs will be set out in the supp for sections that are not already set out in full in the supplement.

### **Repealed Sections.**

Text is deleted and notes are reviewed and transferred or deleted as appropriate. A repeal catchline for the repealed section is created as follows:

§ 541a. Repealed. Dec. 2, 2005, No. 6803, § 1, Sess. L. 2005, p. --.

### **Transferred Sections.**

When a section is transferred, notes and text are transferred to the new location, and notes referencing the transfer and the former and present codification of the section is written in the new location.

### **History Citations.**

New history citations are created. Only histories for amended sections are set out in the cumulative supplements.

### **Indices.**

Annually replaced General Index to the code. There are individual indices for each set of court rules, which are embedded following their respective set of rules in the rules publication. Each replacement volume also carries a volume index, and there are cumulative indexes in each of the *Advance Legislative Services* pamphlets.

### **Tables.**

A Tables Volume is replaced annually, and contains a Legislative Update listing statutes of the Virgin Islands Code affected by legislative action during the latest Regular Session, Table 1—Ordinances Colonial Council of St. Thomas and St. John, Table 2—Ordinances Municipal council of St. Thomas and St. John, Table 3—Ordinances Colonial Council of St. Croix, Table 4—Ordinances Municipal Council of St. Croix, Table 5—1921 Codes, Table 6—Acts of the Legislative Assembly, and Table 7—Acts of the Legislature. Additionally, in each annual *Advance Legislative Service* series, there is a Table I showing bill numbers of acts and resolutions, Table II showing distribution to Virgin Islands Code, and Table III showing Virgin Islands Code sections affected.

### **Delivery.**

The cumulative supplement is published within 90 days after receipt of all acts from the legislature.

- h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**  
LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.
- i. Reasons for above variances;**  
See h. above
- j. Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
Non-applicable
- k. Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

## Virginia

- a. **The state involved, including the name, address, and telephone number of the person supervising the statutory code contract work for the state;**

**State Contact:** Amigo Wade  
Director  
Division of Legislative Services  
900 E Main Street  
Pocahontas Building, 8<sup>th</sup> Floor  
Richmond, VA 23219  
Telephone: 804.786.3591

- b. **Whether the work done in a state is pursuant to a contract executed with the state or an entity designated by law to act on behalf of the state;**

Contract between the Virginia Code Commission and Michie, a division of Matthew Bender and Company, Inc.

- c. **Name of publication;**

*Code of Virginia 1950*

- d. **Whether the state or publisher holds the copyright of the publication;**

Copyright by Matthew Bender & Company, Inc. a member of the LexisNexis Group

- e. **Date original contract signed, if applicable;**

July 2, 1946

**DATE CURRENT CONTRACT SIGNED:** May 14, 2019

- f. **Date contract fulfilled, if applicable;**

Ongoing

- g. **Editorial work provided;**

LexisNexis provides the following editorial services under the contract:

### **Case Notes and Annotations.**

Case notes and collateral references are created, catchlined and updated (year round in the Advance Code Service).

Case notes are shepardized and annotations reviewed in light of subsequent history.

Case notes are reviewed in light of new legislation.

### **Acts.**

LexisNexis receives signed acts with chapter numbers assigned (in their entirety) from the State.

Acts are first reviewed and charted and the charting is then reexamined.

Electronic acts are verified against paper acts.

### **Code Section Catchlines.**

LexisNexis revises catchlines for old sections that are amended and creates catchlines for newly enacted sections, if needed.

### **Act Editing and Notes.**

The numbering of sections is verified.

Minimal editing is done to the text.

LexisNexis does not change text in Virginia except by direct request from the Code Commission.

Conflicting multiple amendments and the like are brought to the attention of the Code Commission for resolution.

Delayed legislation which took effect during the year is implemented.

Statute notes are created: multiple and conflicting amendments, effective dates, appropriations, cross-references, editor's and applicability among others.

Acts are verified; LexisNexis checks for tables, forms and subsections and ensures proper formatting of designations.

Imbedded act translations are inserted in text.

References throughout the entire code are checked in light of new legislation.

Proofs are inspected; charts and memos are submitted to the State for review.

State review changes are implemented.

### **Repealed Sections.**

Text is deleted and notes and historical citations are transferred or deleted as appropriate.

Notes relating to the repeal and providing the location of present comparable sections for repealed sections are written.

### **Transferred Sections.**

Notes and text are transferred to the new location. New notes referencing the transfer are written for the old location.

### **History Citations.**

History citations are created and added to new and amended sections.

### **Tables.**

The *Code of Virginia 1950* contains several tables, prepared by LexisNexis, most notably the Table of Dispositions, Table of Sections Affected, Table of Corresponding Sections for revised provisions and House Bill/Senate Bill to chapter number.

### **Indices.**

The *Code of Virginia 1950* contains a comprehensive Index, prepared by LexisNexis, updated to reflect new legislation and changes in code section locations as well as an Index of Short Titles of Acts.

### **Delivery.**

If all legislative acts are received by LexisNexis on or before May 1, shipment is made on or before July 1.

#### **h. Any variance (by percentage) from the originally contracted specifications for delivery date of final publication, cost to the state, or cost to individual purchasers;**

LexisNexis has never had a contractual penalty provision exercised against the company due to late delivery of statutory code publications. LexisNexis maintains constant communication with our state contacts during their production cycle so that any potential threat to the contract delivery date is communicated and, if necessary, permission for a variance is obtained.

- i. **Reasons for above variances;**  
See h. above
- j. **Assistance provided for data processing operations within the state (whether part of a contract or not); and**  
After the print supplement ships, we send a “state tape” to the State of Virginia that contains the full text of the Code, Constitution, and Supreme Court Rules – both annotated and unannotated versions.
- k. **Any contract or services terminated by a client(s) and the reason(s) for termination.**  
None

## **Samples**

LexisNexis is the incumbent publisher of the *Wyoming Statutes Annotated* and refers the LSO to the 2021 edition of the Code and the 2022 edition of the Supplement as current samples of LexisNexis printed work for purposes of this requirement.

## **References:**

The three references provided all have the same 2-year publication cycle as the Wyoming Statutes Annotated.

Publication: *Alaska Statutes*

**Contact:** Hillary Martin  
Revisor of Statutes  
Legislative Affairs Agency  
Division of Legal Services  
130 Seward Street, Suite 409  
Juneau, AK 99801-2105  
Telephone: 907.465.6440  
Email: [Hilary.Martin@akleg.gov](mailto:Hilary.Martin@akleg.gov)

Publication: *Colorado Revised Statutes Annotated*

**Contact:** Jennifer Gilroy  
Revisor of Statutes  
Office of Legislative Legal Services  
State Capitol Building, Room 091  
Denver, CO 80203  
Telephone: 303.866.2045  
Email: [Jennifer.gilroy@state.co.us](mailto:Jennifer.gilroy@state.co.us)

Publication: General Statutes of North Carolina Annotated

**Contact:**

David Unwin, Reviser of Statutes  
North Carolina Legislature  
State of North Carolina  
401 Legislative Office Building  
300 N. Salisbury Street  
Raleigh, NC 27602  
Telephone: 919.773.2578

**Organization Chart**

The North American Statutory Editorial Operations Organization Chart is provided on the next page. The Wyoming Statutes Editorial Team is part of this organization which rolls up to the Global Editorial Operations organization.

# Global Legislative Organizational Structure

Content & Project Coordinators:  
 • Oversee CAN legislative content collection

**Marianne Boone**  
 Sr. Dir., N. Am. Statutory  
 Editorial Operations

**Shelly McCaleb**  
 Dir., Content Ops  
 WESTERN STATS/CAN Leg.

**Kristin Scollay**  
 Dir., Content Ops  
 STATS PROD Delivery  
 CENTRAL STATS

**Linda Sohigian**  
 Dir., Content Ops  
 SOUTHEASTERN STATS

**James McMaster**  
 Director, Content Ops  
 NORTHEASTERN STATS

**GLOBAL CONTENT TEAM**

CAN Legislative Content and Project Coordinators  
 • Steven Suepaul (LNG-CAN)  
 • Sheldon Suepaul (LNG-CAN)

Content Editors  
 • Angela Bingaya (LNG-DAY)  
 • Kaelyn Daughettee (HBE-CO)  
 • Sara Farr Guy (HBE-CO)  
 • Bailey Freestone (HBE-CO)  
 • Katie Komer (HBE-CA)  
 • Bridget McGarry (HBE-CO)  
 • Valerie Miller (HBE-VA)  
 • Francine Payne (HBE-VA)  
 • Dian Sierra (HBE-VA)

Legal Analysts  
 • Judy Awong (HBE-CO)  
 • Molly Campbell (HBE-VA)  
 • Brian Cooley (HBE-OH)  
 • Dennis Dougherty (HBE-VA)  
 • Blake Garner (HBE-CO)  
 • Judy Herndon (HBE-VA)  
 • Joselyn Rosario-Sanchez (HBE-CO)  
 • Doug Willis (HBE-CO)

Content Ops Coordinator  
 • Lisa Katz (HBE-VA)

Content Editors,  
 Custom Legal  
 Publishing:  
 • Marking up collected/acquired data  
 • Content currency, consistency, accuracy  
 • Creating custom content per state requests

Custom Legal Publishing  
 • Mary Knight (HBE-VA)  
 • Gordon Penniston (HBE-NY)

Electronic Composition  
 • Beth Williams – Ops Coord (HBE-VA)  
 • Tamera Armstrong (HBE-VA)  
 • Gail Patterson (HBE-VA)

Print Comp, Electronic Comp:  
 • Timely, accurate print and online composition  
 • InDesign for EAS/WEE content

Print Composition  
 • Christie Smith – Ops Coord (HBE-VA)  
 • Randy Davis (HBE-VA)  
 • Dawn Hanger (HBE-VA)  
 • Catherine Pearson (HBE-CO)

Content Editors  
 • Michael Dougherty (HBE-IN)  
 • Cynthia Howard (HBE-VA)  
 • Sheila Johnson (HBE-VA)  
 • Chelsea Harper (HBE-CO)

Legal Analysts  
 • Teresa Buchholz (HBE-NC)  
 • Robert Dame (HBE-VA)  
 • Mark Ehlers (HBE-VA)  
 • Edhilis Pouverie (HBE-VA)  
 • Jason Schuck (HBE-FL)

Statutory Online  
 • Kristyn Smith - Ops Coord (DAY)  
 • Lisa Johnson- Content & Project Admin (DAY)  
 • Christy Deaton-Content & Project Admin (HBE-OH)

Content Editors  
 • Wanda Anderson (HBE-VA)  
 • Sandra Christmas (HBE-VA)  
 • Audrey Fussell (HBE-TX)  
 • Regina Hughes (HBE-VA)  
 • Linda Morawitz (HBE-VA)  
 • Patt Norko (HBE-VA)  
 • Kristin Spears (HBE-FL)  
 • Anita Swift (HBE-VA)  
 • Dawn Wharam (HBE-VA)

Legal Analysts  
 • Jay Anderson (HBE-OH)  
 • Dorothy Brooks (HBE-FL)  
 • Lily Evans (HBE-WA)  
 • Ruth Falceto (HBE-VA)  
 • Linda Stove (HBE-VA)  
 • Lisa Gorman (HBE-OH)  
 • Angel Womack (HBE-GA)

Content Operations Coordinator  
 • Frank Robeck (HBE-VA)

Legal Analysts  
 • Kathleen Garrison (HBE-VA)  
 • Kristen King (HBE-CO)  
 • Susan Mason (HBE-VA)  
 • Jaime Morris (HBE-VA)  
 • Kathleen Petrie (HBE-NC)  
 • Larry Schimmels (HBE-VA)  
 • David Storm (HBE-VA)  
 • Derrick Wilborn (HBE-NY)  
 • Judy Awong (HBE-CO)  
 • Craig Marks (HBE-CO)

Legal Analysts:  
 • Review and analyze legislation, case law, court rules and other materials necessary for the production of Primary Law Statutory content  
 • Assist with State relationship management  
 • Respond to customer inquiries

Content Editors  
 • Anita Bolden (HBE-VA)  
 • Peggy Campos (HBE-VA)  
 • Lauren Fiannaca (HBE-TX)  
 • Cristin Hentges (HBE-CO)  
 • Vicki Londeree (HBE-VA)  
 • Ellen Weeden (HBE-NY)  
 • Char Wickman (HBE-VA)

Legal Analysts  
 • Lungile Bhengu (HBE-ZAF)  
 • Nooreen Muhammad (HBE-ZAF)  
 • Zamani Oliphant (HBE-ZAF)  
 • Sthandile Sthandile (HBE-ZAF)



## **Wyoming Statutes Work Plan**

### **Overview**

LexisNexis North American Statutory Editorial Operations is responsible for the production, maintenance and enhancement of all statutory content, administrative codes and court rules offered by LexisNexis in all media.

The North American Statutory Editorial Operations organization is comprised of over 300 employees located at the following sites or working in a home-based environment:

- Sacramento, California (the LexisNexis “center of excellence” for legislative and regulatory collection and conversion for primary law)
- Miamisburg, Ohio (“center of excellence” for online publishing)

Most employees are now homebased, where they easily collaborate with colleagues around the United States. Teams of editors and legal analysts with state-specific expertise work together to interpret the effect of new legislation, rules and regulations and make the necessary updates to LexisNexis print and electronic products. These teams also create and maintain editor’s notes, statutory cross-references, treatise and law review references, tables, indexes, and other enhancements designed to make LexisNexis primary law products valuable research tools. Case annotations that are tailored to specific code sections are authored by the Case Law Summaries team and provide additional insights into how the legislation has been applied and interpreted. These processes as they relate to the editorial production of the *Wyoming Statutes Annotated* are detailed below:

### **Work Plan**

#### **Editorial: Processing New Legislation, Creating Editorial Enhancements and Updating**

The Wyoming process starts with the receipt of each chaptered act from the Legislative Service Office. Once received, the Wyoming lead editor partners with the Sacramento collection and conversion team to load each act into our XML-based repository for processing. At this point, the team “charts” each act, determining every section affected by the act, how each section is affected and the effective date thereof, while also identifying uncodified material in each act. Wyoming editors proceed to write an effect of amendment note for every amended section and repeal notes that describe the substance of each repealed section.

The Wyoming legal analysts review the act placement and notes and draft any needed additional notes such as severability clauses, applicability notes, appropriations and temporary provisions. The analysts also create the required cross references. In addition, treatise references are updated and case annotations are verified through *Shepard’s®* Citations. When any substantive issues relating to a given piece of legislation arise, the analysts query the Legislative Service Office for direction. After Acts have been processed, the amended and new legislation is integrated within *Wyoming Statutes Annotated*. This involves incorporation of all new and changed material into *Wyoming Statutes Annotated*, deletion of repealed texts, and placement of notes. Wyoming legal analysts check the placement, making additional refinements as needed.

Proof pages are sent to the Wyoming LSO for their review prior to publication.

The case annotations for the *Wyoming Statutes Annotated* are created through a unique partnership of attorney editors from our Case Law Summaries team and the jurisdictional content experts on the Wyoming editorial and analyst teams.

Summaries, headnotes, and annotations to Wyoming Appellate opinions are completed by Western editors on the Prospective Case Law Enhancements Team. There are 17 attorney editors on the Western team. These editors work from their homes--which are located all across the country. Most Western editors have several years of practice experience.

Annotations are taken to Wyoming statute citations construed in the cases. When a substantive case note is written, it details how the statute was analyzed by the deciding court. It sets forth sufficient information to ensure that customers understand the ruling without having to resort to other sources to glean that information.

As a method of review, certain cases, Wyoming cases included, are randomly selected for an in-depth review by our on-site quality review team. Editors are notified of the results of such audits and if any corrections are needed, they are made at this step.

This formal step ensures that proper annotations are created for the Wyoming publications, according to state-specific rules.

The case annotations created by the editors in the Prospective Case Law Enhancements group are forwarded to the Wyoming legal analysts for additional review and editing. Each annotation is reviewed to ensure optimal placement and readability. Ensuring optimal location for the case annotations involves adding descriptive heads or "catchlines" to each annotation and final placement under the appropriate code section in a logical order vis-a-vis other annotations under that section. The catchlines are written and ordered so as to guide the user in a logical progression through the case law's treatment of the code section in question, moving from the general to the more specific.

#### Compare process

LexisNexis utilizes a custom tool called Proprietary Content Compare for Quality Control (PCC Compare) to ensure that the LexisNexis Wyoming Code has properly incorporated the annual update.

The State of Wyoming database files (the "State Tape") are compared line-by-line and word-by-word with the LexisNexis version. The PCC Compare "Results Files" highlight changes with changed text tags for added and deleted material, providing an efficient method to analyze differences in the content. The results are shared with the State of Wyoming and corrections made as necessary.

#### Online Public Access

Once the annual legislative updates are incorporated, LexisNexis updates the public access website (PAW) for Wyoming Statutes Annotated. This website is accessible directly from the Wyoming Legislature's home page. This public access website is capable of being updated with any necessary changes at any time during the year.

#### Electronic Data Files

LexisNexis has provided electronic data files containing the Wyoming Statutes Annotated to the State of Wyoming in prior years. This has not been a request by the State of Wyoming in recent years, presumably due to the State maintaining its own proprietary database. In any event, LexisNexis stands willing and able to prepare and provide electronic data files for Wyoming Statutes Annotated at any time, in the format required.

## **Indexing**

The index to the *Wyoming Statutes Annotated* is a full-treatment index created by legal analysts and editors who are well versed in Wyoming law. Every code section is indexed. Quality control measures, including thorough analysis of the references within the index, are used to ensure that each section is covered. LexisNexis has also taken the extra step of including full treatment of the court rules contained in our state rules product, which makes our index even more comprehensive.

### **Example:**

The Rules of Civil Procedure are indexed under the heading RULES OF CIVIL PROCEDURE as well as treated extensively throughout the index (e.g. The Rules of Civil Procedure applying to setoff and counterclaims are treated under both RULES OF CIVIL PROCEDURE and SETOFF AND COUNTERCLAIM)

The Wyoming index is user-friendly. It includes topical headings with thorough cross-referencing.

### **Examples:**

- INSURANCE POLICIES AND CONTRACTS is indexed as a main heading and cross-referenced from INSURANCE.
- JOINDER is used as a main heading and cross-referenced from
  - CIVIL PROCEDURE.
- CHIROPRACTORS is used as a main heading and cross referenced
  - from DOCTORS.

Popular names are used as main headings.

### **Examples:**

- LIVING WILL
- BLUE SKY LAW
- RAPE KITS
- BITCOIN AND OTHER CRYPTOCURRENCY

Synonyms are used to help ensure that the researcher can find a topic.

### **Examples:**

- MOTOR VEHICLES is cross-referenced under AUTOMOBILES and CARS.
- PHYSICIANS AND SURGEONS is cross-referenced under DOCTORS.

Spanned references are used throughout the index to help the user navigate the index and the code.

### **Examples:**

- GAME AND FISH
- Animal damage management program, §11-6-301 to §11-6-312. See ANIMAL DAMAGE AND MANAGEMENT PROGRAM
- ONLINE SPORTS WAGERING, §9-24-301 to §9-24-106

### Listening

LexisNexis takes pride in our willingness to listen to our index users. We provide a dedicated email address ([lng-cho-indexing@lexisnexus.com](mailto:lng-cho-indexing@lexisnexus.com)) to facilitate customer contact. Although we have received no Wyoming-specific inquiries or suggestions in recent memory, we are ready to both listen and assist.

### History of Continuous Improvement

#### Annual Replacement Index

Previously, the Wyoming Index was replaced every two years and supplemented in the intervening year. The index supplement was published in the *Wyoming Statutes Annotated Supplement*. This arrangement caused inconvenience to the user as there were two separate index sources that must be checked. LexisNexis eliminated this inconvenience by publishing an annual replacement index at no extra cost to the State or the individual subscriber.

#### Index Enhancements that were Implemented Under the Current Contract

LexisNexis implemented the following additional services, which have proven popular and effective in other jurisdictions, to make the index to the *Wyoming Statutes Annotated* even more intuitive:

1. Updating main headings by modernizing the language
2. Breaking out and promoting subtopics as main headings
3. Updating cross references and spanned references across the index for consistency of use and best possible choice of main treatment headings

The following are 2 prime examples of the enhancement work that LexisNexis accomplished and a little perspective note:

- The heading LIVESTOCK was reorganized to break out and promote what had been subheadings under LIVESTOCK to what are now separate main headings.
- Among the newly created headings resulting from this reorganization are:
  - BEEF COUNCIL;
  - LIVESTOCK BOARD;
  - LIVESTOCK BRANDS;
  - LIVESTOCK DISEASES;
  - LIVESTOCK DISTRICTS;
  - LIVESTOCK HIDES AND CARCASSES;
  - LIVESTOCK MARKETS;
  - QUARANTINE;
- The cross references directing index users to the main heading treatment were upgraded by adding spanned references for the material. This coupling provides index users with the option to either go directly to the code or to follow the cross reference to find the specific code reference.
- Title 41, Water, was completely reindexed.
- The previous indexing of title 41 was first done in the mid-1970's and not much other than updating in light of new legislation had been done since then.
- In late 2010 and early 2011, the Indexer assigned to WY at the time took a fresh look at the material and completely reindexed it, consistent with the spirit of the enhancements listed above. The Indexer either wrote or edited close to 10,000 index entries. Over 1,000 of those entries involved the addition of spanned references. That is approximately 15% of all spanned references in the index.

### Presentation of Index in New Media

The index has been available in eBook format for several years.

Over the next contract term the Wyoming Index will be published on Lexis Advance and Lexis+. The Index will link directly to the statutes referenced therein.

### Trends Over the Last Several Years

The Wyoming Legislature has had to deal with a number of trending and emerging issues in recent years, perhaps at a more rapid pace than ever. Indexing has had to stay abreast with the legislature in understanding these issues, ranging from Covid to Bitcoin, from the Financial Technology Sandbox to Digital Assets. We are prepared to continue to stay current with these issues so that we will be able to connect index users with the Legislature's work product.

### **Composition**

The composition process begins with the creation of composition "specifications." These specifications are used to convert the XML through our state-of-the-art XPP 9.4.1.0 composition system. Our extensive experience with XML composition, along with ongoing training, provides us with ample expertise to draw upon for this complex task. Because we have existing specifications for *Wyoming Statutes Annotated*, we can ensure consistent output from every year.

The Composition department maintains an automated composition tool which uses the previously mentioned specifications to allow editorial users to compose proof quickly and on-demand. Should the editorial users identify any elements in their data that were not accounted for in their print specifications, these items are communicated to the Composition team which makes the appropriate modifications to ensure proper output.

Once the specifications have accounted for all elements of the data, the editorial team turns the work over to our Composition Technicians. These technicians review the final output in the XPP system, correcting any bad breaks, uneven columns or implementing small corrections via an electronic "paste-up" method. Following this step, the code is given another quality check to verify items such as page numbers, running heads and bad breaks. These issues are then corrected in XPP, validated once more, then converted into a print-quality PDF (Portable Document Format) file that is supplied to the printing facility.

### **Printing and Distribution Subcontractor**

LexisNexis will continue to team with Intellicor Communications in the printing and distribution of the *Wyoming Statutes Annotated*. LexisNexis has a close partnership with Intellicor, our primary print vendor for our publications since we closed our printing facility in Charlottesville.

Intellicor Communications provides end-to-end integrated graphic communications services to professional publishers, not-for-profit societies, and corporations. In addition to offering comprehensive printing, mailing, publishing, marketing, and fulfillment solutions; Intellicor is also a leader in the production of high quality perfect bound and case bound books for the

legal and professional markets and has been at the forefront in the offering of digital printing and short-run binding capabilities as well.

Intellicor Communications is privately held and headquartered in Lancaster, PA with over \$60 million in revenue and employee approximately 300 employees. Intellicor is a leading provider of print and visual communications, with one-stop services from design through fulfillment.

Contact information is included below and further information about Intellicor Communications may be found at [www.intellicor.com](http://www.intellicor.com):

Contact Information: Michael Hurly, President  
330 Eden Road  
Lancaster, PA 17601  
mhurly@intellicor.com  
(M): 610-585-9334

### **Principal Editorial and Indexing Staff Resumes**

LexisNexis is pleased to present the qualifications of the highly experienced LexisNexis Wyoming Editorial and Indexing teams assigned to the publication of the *Wyoming Statutes Annotated*.

---

#### **Kristin Scollay**

#### **Director, Content Operations**

---

Education: Master of Laws (LLM M), Victoria University of Wellington  
Bachelor of Laws (LLB), Victoria University of Wellington  
Bachelor of Science (BSc), Auckland University  
Admitted as a Barrister and Solicitor of the High Court of New Zealand

Experience: LexisNexis 2014 – present  
Director, Content Operations, US Statutes - Central  
Head of Primary Law, Australia and New Zealand  
Acting Head of Local Online, New Zealand  
Product Manager, New Zealand

Responsibilities: Leads a team of Legal Analysts and Content Editors that are responsible for maintaining and updating legislative, regulatory, and court rules content for LexisNexis offline and online products in the eleven jurisdictions that comprise the Central states and territory region, including United States Code Services and Custom Legal Publications.

---

**Robert F. Dame, Esq.      Legal Analyst, Statutory Content Development**

---

Education:      B.S., Northeastern University, Boston, MA  
Juris Doctorate, Suffolk University School of Law, Boston, MA  
Member of Massachusetts Bar

Experience:      LexisNexis      1990 – present  
Legal Analyst, LexisNexis, Charlottesville, VA  
Casereading Manager, LexisNexis, Charlottesville, VA  
Senior Legal Editor, Electronic Publishing, Charlottesville, VA  
Managing Editor, Butterworth Legal Publishing division, Salem, NH

Responsibilities: Lead legal analyst responsible for editorial content and quality, maintaining and updating legislative, regulatory, and court rules content for LexisNexis offline and online products in Wyoming and numerous jurisdictions. Works closely with a number of other departments to implement product delivery, product development, and content expansion strategies.

Wyoming Specific: Lead legal analyst for the WY Statutes Annotated for the past 8 years giving him a high degree of knowledge and experience with Wyoming law.

**Craig Marks      Editorial Team Lead, Statutory Content Operations**

---

Education:      B.A., University of Wisconsin – Madison (2004)

Experience:      LexisNexis      2014 – present  
Legal Analyst, Statutory Content Operations  
Editorial Team Lead, Statutory Content Operations, Content Editor, Statutory Content Operations, Copy Editor, California Official Reports

Responsibilities: Collaborate with legal analysts and editors to ensure critical, revenue-related deadlines are met and primary law changes are implemented, accurate, and complete. Act as Editorial Lead by managing workflow priorities; tracking and reporting progress; applying updates from new legislation; and developing, maintaining, and providing training for jurisdiction-specific process documentation. Work closely with all departments to ensure timely product delivery for statutory content.

Wyoming Specific: Lead content editor for the WY Statutes Annotated for the past 2 years giving him a high degree of knowledge and experience with Wyoming processes.

Education:       MLS, Rutgers University, 1996  
                      JD, University of Michigan, 1992  
                      BA in English, Williams College, 1989  
                      Admitted to the New Jersey Bar

Experience:       LexisNexis        1995 – present  
                      Indexing Manager 2019 – present  
                      Indexing Coordinator 2009 – 2019  
                      Index Editor 1995 – 2009  
                      Rutgers Law Library    1992-1995  
                      Reference Librarian

Responsibilities: Leads a team of Index Editors that are responsible for creating, maintaining, and updating indexes for U.S., Canada, and U.K. content for LexisNexis offline and online products.

Education:       BA, Fairfield University, 1975.  
                      JD, Marshall-Wythe (William & Mary), 1978.  
                      Bar Membership: Virginia.

Experience:       LexisNexis        1978 – present  
                      All phases of Indexing work from 1978 to 1986  
                      Index Manager from 1987 to 1997  
                      Editorial Manager from 1997 to 1998  
                      Quality Analyst from 1998 to 2000  
                      Senior Legal Analyst, all phases of Indexing from 2000 to 2002  
                      Index Supervisor 2002 to 2008  
                      Senior Legal Analyst, all phases of Indexing from 2008 to present

Responsibilities: Collaborate with Indexing legal analysts and Indexing editors to ensure critical, revenue-related deadlines are met while producing indexes that are accurately and efficiently updated in light of legislative activity, and, where relevant, administrative regulation and court rule updates. Collaborate with Statutory Content Development and Statutory Content Operations colleagues to resolve production and content issues. Work to orient, train and develop people new to Indexing so that they will be able to contribute at a high level. Lead indexing work for 13 jurisdictions, including WY.

Wyoming Specific: Leadership of indexing work for WY since 2012. Improvements to technology and processes over the last several years have provided Mark with the opportunity to personally do the majority of work to update the WY index, and that has enabled him to broaden and deepen his familiarity with WY statutes.



**Education:** BA, University of Virginia, 1991.

**Experience:** LexisNexis 1992 – present  
All phases of Indexing work 1992 - present  
Index Editor Assistant May 1992 – September 1992  
Index Support Editor September 1992 – September 1994  
Index Support Editor Senior September 1994 – September 1997  
Coordinating Editor September 1997 – December 2001  
Senior Coordinating Editor December 2001 – November 2003  
Index Supervisor November 2003 – November 2007  
Senior Coordinating Editor November 2007 – September 2015  
Content Editor September 2015 - present

**Responsibilities:** Collaborate with Indexing legal analysts and Indexing editors to ensure critical, revenue-related deadlines are met while producing indexes that are accurately and efficiently updated in light of legislative activity, and, where relevant, administrative regulation and court rule updates. Collaborate with Statutory Content Development and Statutory Content Operations colleagues to schedule deadlines/resources as well as resolve production and content issues. Final quality analysis and release for multiple format presentations. Co-lead indexing work for 24 jurisdictions, including WY; work and experience on all Lexis statutory indexes.

**Wyoming Specific:** Co-Leadership of indexing work for WY since 2020 giving her a high degree of knowledge and experience with Wyoming processes.

### **Single Point of Contact**

Nikki Daugherty will continue in her role as the single point of contact for all contract management activities related to the contract for the Publication of Wyoming Statutes. Ms. Daugherty has been in this role since 2000. She has in-depth knowledge and experience with all aspects of the Wyoming publication contract and is a proven performer.

### **Resume:**

Nikki Daugherty Director, Government Content

**Education:** JD, University of Akron School of Law, Akron Ohio  
B.A., University of Notre Dame, Notre Dame Indiana (Summa Cum Laude)

**Bar Membership:** Virginia (Admitted 1999)

**Experience:** LexisNexis 1999-Present  
Director, Government Content: 2000-Present  
Legal Analyst: 1999

**Responsibilities:** Serves as the single point of contact for all contract relationships for the LexisNexis Western Region Territory:  
Alaska Statutes Publication Contract  
Colorado Statutes Publication Contract  
Idaho Statutes Publication Contract  
Wyoming Statutes Publication Contract  
WA Official Reports Contract  
CA Official Reports Contract

## **Business Continuity Plans**

### **Statutory Editorial Operations**

Because all the Wyoming Statutes Editorial and Indexing Teams are home based and there is no physical office site, the Business Continuity Plan focuses on the business processes themselves and the resources that support them, including IT assets.

The purpose of the Business Continuity is to provide guidance to the members of Statutory Editorial Operations when dealing with an incident. Business Continuity is an approach to ensure that we continue to operate during any incident which may impact the business. It protects staff and stakeholder, the company brand and reputation, as well as value creating activities.

The scope of the plan enables the business to continue critical processes in a manual or alternate manner while recovery of IT assets on site is in progress. The plan will also provide direction of resumption activities after recovery of services has been restored.

The events that are covered by this plan are:

- The loss of IT services, network or applications supporting the business.
- The loss of key business staff and their knowledge.
- The loss of assets, including IT and documentation.
- The loss of access to services provided by external suppliers.

The plan provides a Continuity Task List for how to work without critical tools and personnel involved in editorial production. For example, here is an example of a Continuity Task List, taken from the plan, for how to work without Adobe Acrobat:

## **CONTINUITY TASK**

### **How to work without Adobe Acrobat**

#### **Notes:**

If Adobe Acrobat is unavailable for **more than 1 day** follow these steps:

#### **Continuity Actions:**

Documents that are required to be converted into PDF:

1. Go to <http://createpdf.adobe.com/> and use the online converter.

PDF documents which are required to be opened:

2. Go to: <http://get.adobe.com/reader/?promoid=JZEFU> and Download free Acrobat reader.

3. Request document from sender in another format

- Microsoft Word (DOC or RTF); or
- Go to: <https://www.adobe.com/createpdf/en/pdf-to-word-excel-converter.html>
- Download PDF-to-Office file converter.
- Convert PDF to MS office file format for viewing/editing in MS Word
- Microsoft Excel (.XLS) (same procedure as above using PDF-to-Office file converter.

## **Resumption Tasks:**

Once Adobe Acrobat is available, complete the following steps:

1. Team Manager to confirm status of Adobe Acrobat and inform staff.
2. Update Business Continuity Plan with any new workarounds.

## **Manufacturing and Distribution**

LexisNexis uses several print suppliers and logistics providers to manufacture and distribute printed products to our customers. In the event a supplier is unable to manufacture a scheduled job and/or get said finished product delivered to our customers, the plan outlined below is generally followed:

### **Print Manufacturing**

Equipment breakdown (Press or Bindery):

- With Supplier, assess severity of situation and timing of repair
- Coordinate with Supplier to move job to a different similar press within the facility
- Coordinate with Supplier to move job to a different print platform within the facility (i.e., Offset to Digital or vice versa; paper must be available)
- Coordinate with Supplier to move job to a different facility and/or print platform within the Supplier's network (if Supplier operates more than one facility)
- In case of a substantial equipment breakdown: Concurrent with the above, contact other Suppliers in the LNLP supplier base to assess if the job can be moved; if needed, coordinate with RELX Global Procurement on options within their Supplier network

Late Paper / Material Delivery:

- With Supplier, assess severity of delay on production schedule. Determine if alternate grades are available in inventory. If so, coordinate with appropriate Editorial and Commercial/Market team(s) to obtain customer approval (if necessary)
- If Paper is substantially delayed and printer does not have paper inventory available, contact paper Suppliers to procure new, alternative stock if possible
- If cover Material is substantially delayed, coordinate with appropriate Editorial and Commercial/Market team(s) to obtain customer approval (if necessary) for alternative color/finish or complete job with a printed paper cover

### **Distribution**

Lost or Destroyed Freight:

- In the rare event that freight is lost or destroyed in transit, LNLP coordinates with original print Supplier to quickly reprint and reship required product
- All appropriate Editorial and Commercial/Markets teams are notified as is the Customer if the lost or destroyed freight is a contract
- The process for expeditiously reprinting and reshipping is substantially like the Print and Paper recovery steps outlined above

## **Royalties**

LexisNexis is pleased to continue to offer the State of Wyoming the following royalty and licensing structure:

1. An annual royalty of \$10,000 for use, sales and distribution by LexisNexis and its affiliates of electronic publications containing the *Wyoming Statutes Annotated* or any portion of the *Wyoming Statutes Annotated*.

2. A royalty of 20% of the amount LexisNexis receives for licensing the *Wyoming Statutes Annotated* or any portion of the *Wyoming Statutes Annotated* to third parties for their sale and distribution in electronic publications.

## **Materials or Services to be Provided Without Charge**

If awarded the contract LexisNexis is pleased to continue to offer to continue to provide the State of Wyoming with the following *complimentary* materials and services:

1. Continue to maintain and update the public access website offering free, searchable access to the Wyoming Statutes Annotated, accessible directly from the Wyoming Legislature's home page. This website was implemented during the term of the current previous contract at no cost to the State.

*Annual Value: \$7,250*

2. Continue to provide to the Wyoming Legislative Service Office up to 20 complimentary passwords to Lexis Advance, LexisNexis Group's premier online legal research service, with full access to our most comprehensive menu, Pure Lexis, which includes: All States case law and codes plus administrative materials, Federal case law and codes plus administrative materials, Full Jurisdictional Shepard's, Federal Legislative Material, ALI's Restatements of Law Over 600 Law Reviews, Selected Practice Area Treatises, Martindale-Hubbell Law Director and full text AMJUR and ALR.

*Annual Value: \$61,800*

3. Continue to provide complimentary shipping and handling for all sets of *Wyoming Statutes Annotated* purchased by the State of Wyoming.

*Annual Value: \$20,880 (based on shipping costs for 450 copies of the code/ supplement)*

### **LexisNexis will no longer provide the following:**

LexisNexis will discontinue offering the Agency complimentary sets. LexisNexis is committed to keeping the Wyoming Statutes Annotated affordable and viable for all for the long term as the print subscriber base continues to shrink. To show our commitment to the long-term health of the printed version of the Code, the proposed per set cost for the 2023-2024 initial cycle is 23% lower than the current 2021-2022 cost per set. (See Cost Proposal)

Complimentary Subscriptions to for *LexisNexis Advance Annotation Service for the Wyoming Statutes Annotated*. LexisNexis will discontinue this publication at the termination of the current contract due to sharply declining subscriber base.

Complimentary license for LSO staff to the *LexisNexis Wyoming Primary Law CD-ROM*. LexisNexis will discontinue this product at the end of the current contract due to obsolete format and sharply declining, paying user base.

## **Disclosure of Agreements Related to RFP**

LexisNexis has not entered any marketing, lobbying, consulting, or other contracts or agreement for services with any person not a LexisNexis employee to secure or to assist in securing the contact under this RFP.

## **Contract Exceptions**

LexisNexis agrees with all General Provisions except to clarify that as regards 8.1 of Section 3 “Special Provisions Section”, the proposer is not required to participate in or defend any action or claim challenging the State’s copyright interest in the Wyoming Statutes.

## LexisNexis Cost Proposal

### **1) Total Per Set Cost to the Agency for the initial 2- year cycle: \$440.00**

Allocation of Per Set Cost for the initial 2-year cycle:

2023 Wyoming Statutes Annotated: \$355.00

2024 Wyoming Statutes Annotated Supplement \$85.00

The Per Set Cost is a firm price for the 2023-2024 cycle

For each of the remaining four two-year extension terms a price adjustment, if any, will be determined using the change in the annual rate of *U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index for Technical, scientific, and professional book publishing (Series ID: PCU5111305111303)* as an objective measure of the rate of inflation.

As stated in the RFP the per set price for the sale of the printed version of the Code to the public inside Wyoming shall be the same price paid by the Agency under contract.

***LexisNexis will discontinue offering the Agency complimentary sets. LexisNexis is committed to keeping the Wyoming Statutes Annotated affordable and viable for all for the long term as the print subscriber base continues to shrink. To show our commitment to the long-term health of the printed version of the Code, the proposed per set cost for the 2023-2024 initial cycle is 23% lower than the current 2021-2022 cost per set.***

### **2) Cost of delivery of the Code after the 2023 General Session and the Supplement after the 2024 Budget Session: \$0.00**

The complimentary delivery during the initial 2-year cycle remains complimentary and is firm.

### **3) Cost to provide electronic files under the current process: \$0.00**

The electronic file delivery remains complimentary during the initial 2-year cycle and that is firm.

### **4) Cost to provide online public access to the Wyoming Statutes Annotated: \$0.00**

The current Wyoming Statutes Annotated online public access site remains complimentary during the 2-year cycle and that is firm.

## SECTION 9: PROPOSAL PRICE SHEET AND SIGNATURE PAGE

The undersigned agrees to provide all services necessary for the preparation and ongoing publication of the Code to the Wyoming Legislative Service Office and the Wyoming Legislative Management Council in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0088-H.

Total Evaluated all-inclusive price for contract (to include Pricing Schedule 1)

\$ 440,00

### 1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2. Proposer has not and will not attempt to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3. The person signing this proposal certifies they are authorized to represent the company and are legally responsible for the price and supporting documentation provided as a result of this advertisement.
- 1.4. Proposer will comply with all applicable state and federal regulations, policies, guidelines and requirements.
- 1.5. Prices in this proposal have not been knowingly disclosed by the proposer nor will they be disclosed prior to award.

### 2. GENERAL INFORMATION:

Proposer Name: Lexis Nexis Phone: 800-833-9844  
Email Address: nikki.daugherty@lexisnexis.com  
Mailing Address: 9443 Springboro Pike  
City: Miamisburg State: OH Zip: 45342  
Employer Identification Number (EIN): 14-0499170

### 3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure

Sole Proprietorship     General Partnership     Corporation  
 Limited Partnership     Other \_\_\_\_\_

The proposer shall provide to the Agency a certificate of good standing from the Wyoming Secretary of State or other proof that proposer is authorized to conduct business in the State of Wyoming before performing work under this Contract. The proposer shall ensure all annual filing and corporate taxes due and owing to the Wyoming Secretary of State's office are up-to-date before signing the contract. Proposers may contact the Wyoming Secretary of State's office, Corporate Division at (307) 777-7311 for assistance.

4. VENDOR VERIFICATION

I certify under penalty of perjury, that I am responsible official (as identified above) for the business entity described above as the proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate and complete. I am aware there are significant penalties for submitting false information, including criminal sanctions, which can lead to fines and/or imprisonment.

Nikki Daugherty  
Signature

11-01-2022  
Date

Nikki Daugherty  
Name

Director, Government Content  
Title

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.



# Pricing Schedule 1

Wyoming Legislative Service Office, on behalf of the Wyoming Legislative Management Council

## Publication of the Wyoming Statutes Annotated

Provide an all-inclusive price for all activities related to the scope of work. Proposers may suggest a payment schedule which mirrors deliverables in meeting the requirements of this RFP. Payment schedules based on time and materials only will not be acceptable, not will a flat per-hour rate. Payment will be made at the completion and acceptances of the individual deliverables for the development and implementation of the scope of work.

Deliverable 1	<u>Publication of the Code for the two (2) year cycle: 2023 and 2024</u>	\$ <u>440.00</u>
Deliverable 2	<u>Delivery of the Code and the Supplement</u>	\$ <u>0.00</u>
Deliverable 3	<u>Electronic data files</u>	\$ <u>0.00</u>
Deliverable 4	<u>Online Public Access to Wyoming Statutes Annotated</u>	\$ <u>0.00</u>
Total All Inclusive Price for Schedule 1		\$ <u>440.00</u>

Nikki Daugherty  
Signature

11-01-2022  
Date

Nikki Daugherty  
Name

Director, Government Content  
Title

The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Payment of invoices will be based upon the proposer meeting stated deadlines for deliverables and upon the Agency's written acceptance of the deliverables.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

**STATE OF WYOMING  
LEGISLATIVE SERVICE OFFICE  
AMENDEMENT NUMBER ONE TO THE CONTRACT  
FOR PUBLICATION OF THE WYOMING STATUTES ANNOTATED**

1. **Parties.** The parties to this Contract are the Wyoming Legislature acting by and through the Legislative Service Office, 200 W. 24th Street, Cheyenne, Wyoming 82002 (hereinafter referred to as "Agency"), and Matthew Bender & Company, Inc., a member of the LexisNexis Group and a corporation under the laws of the State of New York, 9443 Springboro Pike, Miamisburg, Ohio 45342 (hereinafter referred to as "Contractor").
  
2. **Purpose.** This Amendment One shall constitute the first amendment to the Contract between the Agency and the Contractor executed on January 4, 2023. The purpose of this Amendment One is to increase the total Contract dollar amount by seven thousand forty dollars (\$7,040.00), to one hundred ninety-seven thousand one hundred twenty dollars (\$197,120.00), to purchase an additional sixteen (16) sets of the 2023 Wyoming Statutes Annotated and the 2024 Wyoming Statutes Annotated Supplement.  
  
The Original Contract, effective January 4, 2023, required the Contractor to perform all services necessary for the publishing, editing, indexing, annotating, and printing of the 2023 Wyoming Statutes Annotated and 2024 Wyoming Statutes Annotated Supplement and deliver four hundred thirty-two (432) sets of the printed version of the 2023 Wyoming Statutes Annotated to the LSO not later than July 1, 2023, and the 2024 Wyoming Statutes Annotated Supplement, not later than July 1, 2024, with an expiration date of August 15, 2024.
  
3. **Term of the Amendment.** This Amendment One shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through August 15, 2024.
  
4. **Amended Responsibilities of Contractor.** In accordance with the State of Wyoming's Request for Proposal Number 0088-H and the Contractor's Technical Response to the Request for Proposal Number 0088- H, the Contractor shall perform all services necessary for the publishing, editing, indexing, annotating, and printing of the 2023 Wyoming Statutes Annotated and 2024 Wyoming Statutes Annotated Supplement and deliver an additional sixteen (16) sets of the printed version of the 2023 Wyoming Statutes Annotated to the LSO not later than August 15, 2023, and the 2024 Wyoming Statutes Annotated Supplement, not later than July 1, 2024.
  
5. **Payment.** The Agency shall pay the Contractor four hundred forty dollars (\$440.00) for each set, with three hundred fifty-five dollars (\$355.00) allocated to the 2023 Wyoming Statutes Annotated, and eighty-five dollars (\$85.00) allocated to the 2024 Wyoming Statutes Annotated Supplement. Delivery each year shall be provided by the Contractor at no cost and complimentary to the LSO.
  
6. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment One, all terms and conditions of the Original Contract between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
  
7. **Entirety of Agreement.** This Amendment One, consisting of pages two (2) pages, the Original Contract, consisting of nine (9) pages, the State of Wyoming's Request for Proposal Number 0088-H, consisting of twenty-six (26) pages, and the Contractor's Technical Response to the Request for Proposal Number 0088-H, consisting of fifty- eight (58) pages, and the Contractor's Cost Proposal,

consisting of four (4) pages represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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

**THE STATE OF WYOMING, LEGISLATIVE SERVICE OFFICE**

*Matt Obrecht*  
Matt Obrecht (Jul 28, 2023 09:13 MDT)  
Matt Obrecht, Director

Jul 28, 2023  
Date

**CONTRACTOR**

*nikki daugherty*  
nikki daugherty (Jul 28, 2023 15:22 EDT)  
Nikki Daugherty, Director, Government Content, LexisNexis

Jul 28, 2023  
Date

**STATE OF WYOMING  
LEGISLATIVE SERVICE OFFICE  
EXTENSION NUMBER ONE TO THE CONTRACT  
FOR PUBLICATION OF THE WYOMING STATUTES ANNOTATED**

1. **Parties.** The parties to this Contract are the Wyoming Legislature acting by and through the Legislative Service Office, 200 W. 24th Street, Cheyenne, Wyoming 82002 (LSO), and Matthew Bender & Company, Inc., a member of the LexisNexis Group and a corporation under the laws of the State of New York, 9443 Springboro Pike, Miamisburg, Ohio 45342 (Contractor).
2. **Purpose.** This Extension One shall constitute the first extension to the Contract between the LSO and the Contractor executed on January 4, 2023. The purpose of this Extension One is to: 1) extend the period of performance through August 15, 2026; 2) increase the total Contract amount by two hundred eight thousand three hundred twenty dollars (\$208,320.00), to four hundred five thousand four hundred forty dollars (\$405,440.00); and 3) amend the responsibilities of the Contractor and the LSO.

The Original Contract, effective January 4, 2023, for a total Contract amount of one hundred ninety thousand one hundred twenty dollars (\$190,120.00), required the Contractor to perform all services necessary for the publishing, editing, indexing, annotating, and printing of the 2023 Wyoming Statutes Annotated and 2024 Wyoming Statutes Annotated Supplement and deliver four hundred thirty-two (432) sets of the printed version of the 2023 Wyoming Statutes Annotated to the LSO not later than July 1, 2023, and the 2024 Wyoming Statutes Annotated Supplement, not later than July 1, 2024, with an expiration date of August 15, 2024.

Amendment One increased the total Contract dollar amount by seven thousand forty dollars (\$7,040.00), to one hundred ninety-seven thousand one hundred twenty dollars (\$197,120.00), for an additional sixteen (16) sets of the 2023 Wyoming Statutes Annotated and the 2024 Wyoming Statutes Annotated Supplement.

3. **Term of the Extension.** This Extension One shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through August 15, 2026. This Extension One is the first of four (4) extensions possible under the Original Contract.
4. **Amended Responsibilities of Contractor.** In addition to the duties described Section 5.B through E. of the Original Contract, the Contractor shall perform all services necessary for the publishing, editing, indexing, annotating, and printing of the 2025 Wyoming Statutes Annotated and 2026 Wyoming Statutes Annotated Supplement and deliver four hundred forty-eight (448) sets of the printed version of the 2025 Wyoming Statutes Annotated to the LSO, not later than August 15, 2025, and the 2026 Wyoming Statutes Annotated Supplement, not later than July 1, 2026.
5. **Amended Responsibilities of the LSO.** In addition to the duties described in Section 6.B through D. of the Original Contract, the LSO shall send the Contractor each chaptered act enacted by the Wyoming Legislature during the 2025 General Session and the 2026 Budget Session.
6. **Payment.** The LSO shall pay the Contractor four hundred sixty-five dollars (\$465.00) for each set, with three hundred seventy-five dollars (\$375.00) allocated to the 2025 Wyoming Statutes Annotated, and ninety dollars (\$90.00) allocated to the 2026 Wyoming Statutes Annotated Supplement. Delivery each year shall be provided by the Contractor at no cost and complimentary to the LSO. Any increase in future payments shall not exceed the annual rate of the United States Department of Labor, Bureau

of Labor Statistics, Producer Price Index for Book publishers-Technical, scientific, and professional book publishing (Series ID: PCU5131305131301013).

7. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Extension One, all terms and conditions of the Original Contract between the LSO and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
8. **Entirety of Agreement.** This Extension One consisting of two (2) pages, the Original Contract, consisting of nine (9) pages, the State of Wyoming's Request for Proposal Number 0088-H, consisting of twenty-six (26) pages, and the Contractor's Technical Response to the Request for Proposal Number 0088-H, consisting of fifty-eight (58) pages, the Contractor's Cost Proposal, consisting of four (4) pages, and Amendment One, consisting of pages two (2) pages, represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
9. **Signatures.** In witness thereof, the Parties to this Extension One, either personally or through their duly authorized representatives, have executed this Extension One 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 One.

**THE STATE OF WYOMING, LEGISLATIVE SERVICE OFFICE**

Matt Obrecht  
Matt Obrecht (Jul 22, 2024 14:15 MDT)  
Matt Obrecht, Director

07/22/2024  
Date

**CONTRACTOR**

Nikki Daugherty  
Nikki Daugherty (Jul 22, 2024 13:45 EDT)  
Nikki Daugherty, Director, Government Content, LexisNexis

07/22/2024  
Date