Nevada Office of Court Administration

Request for Offer No.: 22-001

Request for Proposal (RFP) for a Statewide Case Management System

Offers Due: December 13, 2021, at 3:00 p.m. Pacific Time

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# Introduction

The Nevada Administrative Office of the Courts (AOC), a judicial branch department that assists the Supreme Court of Nevada with the administration of the Nevada courts, invites submissions of offers for a statewide, integrated, comprehensive, case management system (CMS) and associated implementation services in compliance with the requirements and terms set forth in this RFP.

AOC seeks to procure a CMS solution and implementation services from one to three qualified Offeror(s) to be made available at no initial cost to district and county clerks (Clerk or Clerks) in order to provide them with a modern CMS that supports electronic case processing, reporting, retention of court records, and document access.

The system will be available to all trial courts in the state of Nevada, which includes the courts on the current AOC state-sponsored case management system. Currently, the state sponsored CMS serves 2 district courts, 1 juvenile court, 21 justice courts, and 8 municipal courts. The 32 Nevada trial courts participating on the Nevada Court System (“NCS”) program are located across the state of Nevada, many in rural settings with limited IT support and slow internet connections.

Some Nevada courts extend use of the CMS for view access to other justice partner agencies. Several courts also have a department of alternative sentencing or marshal unit that utilizes the CMS for probation and program management. Several courts utilize exchange services through the AOC Multi-County Integrated Justice Information System (MCIJIS), which interface various case management systems for electronic citation creation, DMV conviction reporting, criminal disposition reporting to the Nevada Criminal History Repository, and electronic warrants. Furthermore, some courts utilize an online public portal that integrates with the CMS to allow parties to search for a case and make payments. The primary goal for the CMS is to improve the accuracy and timeliness of judicial data reporting, enhance the utilization of this information to improve case management processes across the state, and provide Clerks and courts with a CMS that includes the requirements identified in the **Attachment 3: Requirements Response Workbook.**

## Project Objectives

High-level project objectives include:

* Streamlined electronic workflow processes and improved case management from initiation to completion
* Decrease in manual, paper-based processes through a digital record keeping management system
* Enhanced 360-degree view of all cases/parties/participants, including communications, actions, and orders
* Increased automation of business processes, including case management for court proceedings
* Reduction in system customizations by utilizing “out of the box” case management functionality that aligns with industry leading best practices
* Simplification of application and technology architecture within and across counties through a reduction in use of third-party software and inconsistent integration approaches
* Access to a centralized data repository that enables remote access to real-time case and party/participant data for analytics and improved court decisions/completing case activities
* Enhance reporting capabilities to enable CMS users to develop necessary state, federal, county, internal, and other required operational reports
* Improved security management, preservation of data, transparency across and within jurisdictions, clear audit trails and improved tracking of critical case and party/participant information
* Adherence to Supreme Court ordered Nevada Uniform System of Judicial Records Phase III (USJR)
* Adhere to Supreme Court ordered Nevada Minimum Accounting Standards (MAS)
* Provide flexibility for multi-court configuration settings to be used by all Courts or by a specific Court
* Facilitate select data sharing for multiple courts stored in same database

## Stakeholders

### Administrative Office of the Courts

#### AOC Mission/Vision

The AOC provides Nevada’s court system with the programs and skills required to provide all Nevadans with timely and efficient justice. The AOC provides continuity and improvement in the Nevada judiciary through: Continuously examining the processes and effectiveness of the Judicial Branch; Providing leadership in ensuring access to timely and cost effective justice in the trial courts; Implementing policy goals set forth by the Supreme Court and aiding the Court in fulfilling its role as the leader of an independent and co-equal branch of government. For more information, visit the AOC website at <https://nvcourts.gov/AOC> .

#### AOC Strategic Goals and Objectives

AOC provides resources for the judicial branch (not all courts receive the same services):

* for trial courts—technical assistance, training, and research on court administration; technology solutions for electronic filing and judicial case management tools; and language access services
* for appellate courts and the judicial branch departments—information technology solutions and fiscal consultation
* for judicial branch regulatory and policymaking bodies—staffing and support
* for child support and child protective service courts, children’s courts and the regional presiding judges—staffing and administration

AOC provides information about the judicial branch to the legislative and executive branches, the judiciary, and the public through:

* the Judicial Branch website
* statistics and analysis of court information and case activity
* descriptions of court system structure and jurisdiction
* reports and studies about the courts and judiciary

### Nevada District and County Clerks and the Courts They Serve

To gain a complete understanding of the Nevada State Judiciary, Offerors are encouraged to visit the Nevada Courts website at <https://nvcourts.gov> .

#### District and County Clerks

The residents of each Nevada County elect a county clerk who, among other statutorily prescribed duties, serves as the ex-officio clerk of the district court in and for her or his county. However, some district courts have exercised their inherent authority to bring the clerk function completely within their operation and control. The court clerk is the keeper of the record and fiduciary for court cases. Specific responsibilities include: docketing all cases, maintaining the case record, collecting and distributing fees, and many other court operational activities.

In Nevada’s limited jurisdiction courts, the county or city clerk appoints, subject to county commission or city council and court approval, a deputy clerk to perform the ministerial functions necessary for the operation of the court.

The primary goal of this procurement is to provide a CMS for courts and their clerks located in counties of various sizes and who have limited or ineffective case management systems in place. However, the CMS may be made available to any court and clerk that desires to implement a state-sponsored CMS. Each court and clerk will determine whether to implement the CMS. The AOC Project Manager will work with the vendor to determine the point of contact for each implementation. Resources within the court clerk’s office will be the key users of the solution (e.g., clerks, deputy clerks, financial/accounting staff, local IT, and administrators).

##### District Courts

The District Courts have general jurisdiction over all legal disputes. These are the courts where criminal, civil, family, and juvenile matters are generally resolved through arbitration, mediation, and bench or jury trials. The judges also hear appeals from Justice and Municipal Court cases. The funding for District Courts is split between the state and counties. The 17 county courts in Nevada are divided into 11 Judicial Districts presided over by 82 judges.

##### Justice Courts

The Justice Courts handle misdemeanor crime and traffic matters, small claims disputes, evictions, and other civil matters less than $15,000. The justices of the peace also preside over felony and gross misdemeanor arraignments and conduct preliminary hearings to determine whether sufficient evidence exists to hold criminals for trial at District Court. Each county funds Justice Courts and the funds collected by the courts go to their respective county treasurer for disbursement to county and state entities. Nevada has 40 justice courts presided over by 65 justices of the peace with 8 of them also serving as municipal court judges.

##### Municipal Courts

The Municipal Courts manage cases involving violations of traffic and misdemeanor ordinances that occur within the city limits of incorporated municipalities. Each of these courts a funded by the city and most of the funds collected by the Municipal Court go into the municipalities' general fund. Nevada has 17 municipal courts that are presided over by 30 municipal judges with 8 of them also serving as justices of the peace.

### Judicial Officers

Judicial Officers have the responsibilities and powers to facilitate, arbitrate, preside over, and make decisions and directions for the application of the law. Judicial Officers and their court administrators will be key users of CMS to view and update cases and relevant documents, schedule and hold hearings.

### Justice Partners

Justice Partners include various agencies that work with the Clerk’s Office and the courts (e.g., attorneys, probation officers, law enforcement officers). These individuals may receive limited viewing access to the system to assist with activities (e.g., online viewing of case information that they are assigned to (i.e., attorney of record), and viewing warrants or disposition information). The justice partner agencies may also have adjusted business process regarding their interaction with the Clerk’s Office or court due to the addition of a CMS (e.g., removal of paper documents/files and increased automation).

### Public

The AOC will provide online access to case records. The AOC may provide online access to dockets and calendars and allow digital submission of hearing requests via the CMS. The AOC may provide text notifications for specific case events such as dockets, calendar events, etc.

## RFP Overview

### Contract Term

The Master Services Agreement (MSA) term shall begin on the Effective Date as defined in the MSA and shall end no later than June 30, 2024. As applicable, the AOC may extend the agreement term.

### Schedule of Events

The following provides the schedule of events for this RFP. AOC reserves the right, at its sole discretion, to amend the schedule upon notice to prospective Offerors through posting on the Supreme Court of Nevada’s website at https://nvcourts.gov/AOC/Procurements/. It is the responsibility of interested parties to periodically check for updates to the RFP prior to submitting an offer. For information regarding the details for participating in the Offeror Conference, please contact Casandra Vanzura at contracts@nvcourts.nv.gov.

1. Anticipated Procurement Event Schedule

| **Activity** | **Date/Time** |
| --- | --- |
| Publish Solicitation | October 29, 2021 |
| Offeror Conference | November 12, 2021 |
| Vendor Question Deadline | November 16, 2021 at 3:00 PM Pacific Time |
| AOC Response to Vendor Questions | November 22, 2021 |
| Deadline for Submission of Offers | December 13, 2021 at 3:00 PM Pacific Time |
| Offeror Demonstrations | Mid-January 2022 |
| Best and Final Offer (BAFO) Responses from Selected Offerors | Early February 2022 |
| Notify Selected Offerors for Commencement of Negotiations | Late February 2022 |
| Contract Negotiations | March 2022 |
| Expected Award of Contract(s) | Late March 2022 |

### Designated Contact

Any communication required by this RFP should be sent via email Casandra Vanzura, AOC’s designated contact (Designated Contact), at contracts@nvcourts.nv.gov.

### Contact with Procurement Team Members

Other than AOC’s Designated Contact, a prospective Offeror may not directly contact anyone involved in this procurement process to discuss this RFP. Doing so risks elimination of the Offeror from further consideration.

Prospective Offerors currently doing business with any Nevada court or Clerk’s Office who require contact in the normal course of doing that business may continue such contact but may not discuss this RFP with any court clerk or staff involved with the preparation of this RFP or the evaluation of any offers received in response to this RFP.

### Evaluation Process

AOC will use a formal evaluation process to select the successful Offeror(s). AOC will consider capabilities or advantages that are clearly described in the offer, which may be confirmed by in-person or virtual presentations, demonstrations, and references contacted by AOC. AOC reserves the right to contact individuals, entities, or organizations that have had dealings with Offeror(s) or proposed staff, whether or not identified in the offer.

### Evaluation Criteria

The following evaluation criteria will be used:

1. Evaluation Criteria

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weight** |
| Offeror Qualifications | 15% |
| Requirements | 30% |
| Project and Program Management | 15% |
| Implementation and Production Services | 20% |
| Cost Offer | 20% |
| **TOTAL** | **100%** |

#### Offer Review Process

Offers shall undergo a minimum of two review phases prior to contract award, if any.

1. The first review will be an administrative review of offers to determine responsiveness based upon the offer satisfactorily meeting all submission requirements stipulated in this RFP and confirmation that all mandatory qualifications are met (if applicable); and
2. The second review will be an evaluation of offers deemed responsive by AOC. The evaluation will be conducted by an appointed committee with members using a standard scoring system based on the criteria above.

AOC reserves the right to conduct studies and other investigations as necessary to evaluate any offer. AOC reserves the right to reject any offer and to waive any immaterial formality of this procurement. Submission of offers confers no legal rights upon any Offeror.

#### System Demonstrations

Offerors may be invited to conduct an in-person or virtual presentation and demonstrate aspects of the proposed Solution. Such demonstrations may include scripted scenarios provided in advance by AOC and non-scripted events requested at the time of the demonstration.

#### Best and Final Offers

The evaluation process may, at AOC’s discretion, include a request for selected Offeror(s) to prepare a Best and Final Offer (BAFO) for review. Offerors selected to participate in the BAFO will be provided guidance by AOC on aspects of the offer that may be changed by Offeror. An Offeror’s participation in the BAFO process shall not be construed as a present or future award of the contract.

#### Contract Award

AOC may enter into contract negotiations with one to three Offeror(s) deemed to provide best value to AOC. Upon successful completion of contract negotiations, AOC shall proceed to contract award(s), subject to Quality Assurance Team review. The notice of award(s) will be posted to the Supreme Court of Nevada’s website at https://nvcourts.gov/AOC/Procurements/.

# Scope of Work

The scope of this RFP includes development of a CMS for use by one early adopter Clerk’s Office approved by AOC followed by a phased rollout to Clerk’s Offices throughout the State of Nevada who elect to implement a CMS, with priority given to rural counties. Upon contract award and execution, the Contractor will be responsible for implementing the CMS for use by Clerk’s Offices. Optionally the AOC may determine that the CMS vendor will provide hosting, training, maintenance, and ongoing production support services for Clerk’s Offices that elect to use the CMS. To the extent that a Clerk’s Office seeks data conversion and migration, those services are within the scope of this RFP.

## Solution Capabilities

### Current-State – Legacy Systems for Replacement

A Clerk’s Office implementing the CMS may not have a current software solution or may have varying types of existing solutions, including custom developed in-house solutions or Commercial-Off-The-Shelf (COTS) solutions, all with different levels of capabilities. For more information regarding pricing and assumptions please review Section 15 of the Response Template.

### State Functional Capabilities

The following sections of this Scope of Work detail the functional capabilities that are expected to meet the needs of Clerk’s Offices and the courts they serve.

#### Functional Capabilities Summary

CMS is designed to automate the key processes of Clerks, Judicial Officers, Court Administrators, Financial Bookkeepers, and IT administrators within the court system. For the scope of the CMS, it is expected that the proposed solution will provide capabilities typically supported by standard COTS CMS, including but not limited to:

* Case initiation, maintenance, and access
* Maintenance and view of all cases/parties/participants, including communications, actions, and orders
* Data privacy and security
* Elimination of manual paper-based processes through a digital record keeping management system
* Document Access and Management
* Custom forms and reports generation
* Court Financial Record Management
* Streamlined electronic workflow processes
* In-Court proceedings - Increased automation of business processes, including case management for hearings and courtroom proceedings
* Calendaring and scheduling
* Judicial Tools to assist in management of cases and workload
* Reduction in system developing by utilizing “out of the box” case management while providing necessary individual configuration for data, workflow, and elements for the CMS implementation

The detailed functional capabilities expected to be supported by the new solution are outlined in **Attachment 3: Requirements Response Workbook**.

### Technical Capabilities

#### Standards

CMS should maintain the standard infrastructure, databases, operating systems, hardware, messaging, applications, and other relevant characteristics of a SaaS hosted COTS solution. Integrations should comply with national standards such as NIEM and ECF. The Judicial Council of Nevada’s IT Steering Committee will establish a user group that will govern standard items configurable in CMS. The AOC will staff and support this group.

#### Required Interfaces

Below is a listing of the existing systems targeted for integration with the Multi-County Integrated Justice Information System (MCIJIS) and/or through secured file transfer, web services, or API calls. Review **Attachment 3: Requirements Response Workbook** for all related Requirements.

1. Existing Systems Targeted for Integration

|  |  |  |
| --- | --- | --- |
| **System Name** | **Business Description** | **Integration Type** |
| **The eFiling system[[1]](#footnote-1)** | Integration for electronic filing | On-Demand |
| **AOC** | Integration for submission of metrics and data | Data Exchange |
| **Document Management System** | Integration for document intake, tracking and management of CMS documentation | API |
| **ePayments** | Integrations for online payments with CMS and payment processor | Data Exchange |

#### Technical Capabilities Summary

For the scope of this initiative, it is expected that the proposed solution will provide capabilities typically supported by court case management applications, including:

* Simplification of application and technology architecture within and across counties through a reduction in use of third-party software and inconsistent integration approaches
* Access to a centralized data repository that enables remote access to real-time case and party/participant data for analytics and improved court decisions/completing case activities
* Enhanced reporting capabilities to enable CMS users to develop necessary State, Federal, and other required operational reports that are uniform and standardized across counties
* Improved security management, preservation of data, transparency across and within Clerk’s Offices and the courts they serve, clear audit trails and improved tracking of critical case and party/participant information
* Integration with outside agencies and resources (i.e., the eFiling system1 and Document Management Systems) for assignment and document management

The detailed functional capabilities expected to be supported by the new CMS are outlined in **Attachment 3: Requirements Response Workbook**.

## Statement of Work

Below are the high-level expectations of the project implementation:

* Standard case management functionality with no custom development per county (local configuration is allowable and expected)
* Case management system including all case types handled by district / county courts
* Web service capabilities or inclusion of web service calls with identified integrators (e.g., MCIJIS and AOC)
* Ability to export all data using the National Open Data Standards (NODS) model
* Implementation primarily by Clerks in rural counties who elect to implement a CMS, but available to counties/courts of all sizes and jurisdictions.
* Provide APIs to enable system interfaces with relevant systems (e.g., the eFiling system[[2]](#footnote-2) including document access)

Contractor shall perform the services as described below. It is expected that implementation services for the early adopter implementation will be of higher level of effort than subsequent rollouts as the baseline configuration will be established during the early adopter implementation. Specific details are discussed further in this Section 2.2 Statement of Work and captured in Table 6: Invoice Deliverables and Activities/Work Products later in this RFP, but a summary is provided below.

1. Implementation Services/Deliverables

|  |  |  |
| --- | --- | --- |
| **Services/Deliverables** | **Early Adopter** | **Subsequent Rollouts** |
| **Project Initiation** | ● | ● |
| **Requirements Analysis and/or Validation** | ● | ● |
| **Solution Design Activities** | ● | *Subset* |
| **Development and Configuration** | ● | *Subset* |
| **Testing** | ● | ● |
| **Data Conversion** | ● | ● |
| **Training and Knowledge Transfer** | ● | *Subset* |
| **Deployment and Go-Live** | ● | ● |
| **Production Transition** | ● | *Subset* |

Once a Clerk’s court has gone live, the Contractor will provide production services. Production services include:

* End-User support (including a support center for all users of the system)
* Ongoing maintenance & support services
* Hosting

The selected Contractor shall maintain code tables within the CMS (e.g., offense codes, fines and fees, event types, and filing types) for the duration of the Agreement. AOC will work with the Nevada Department of Public Safety, the Department of Motor Vehicles and other state entities to provide the Contractor with a list of codes that must be updated by the Contractor into the CMS. The code table update intervals will occur at most quarterly.

The Contractor will propose how they will deliver the initial implementation for the first Clerk’s Office followed by phased add-on implementations for future contracting Clerk’s Offices.

The following sections identify detailed project scope information related to implementation and production services.

### Project Initiation

The Contractor will provide project management for the duration of the project and will provide resources to execute all project management tasks, functions and activities. In addition, Contractor will maintain and update project entries and associated Work Products on a timely, regular, and ongoing basis.

Objectives:

###### Develop an understanding of the needs and challenges of the Nevada AOC in implementing a new case management solution.

###### Engage with AOC technical and business stakeholders to ensure understanding and build trust in the product and implementation team.

The Contractor shall describe how they will go about Project Initiation activities and work products including (but not limited to): kickoff, project planning and management, status updates, stakeholder communication, and deliverables.

### Requirements Validation

The Contractor will validate the functional and technical requirements identified and provided in **Attachment 3: Requirements Response Workbook.**

Objectives:

###### Validate the Contractor’s understanding of the Requirements and submit a Requirements Traceability Matrix.

###### The Contractor shall describe the methodology that will be used to analyze needs, develop requirements, and/or validate activities and work products using a Requirements Traceability Matrix.

### Solution Design, Development and Configuration

The Contractor will collect and review current-state data, hold visioning sessions with stakeholders, document and finalize design decisions, and verify completeness and accuracy. Additionally the Contractor will document and complete the Solution build as defined by the final design specifications

Objectives:

###### Provide AOC and appropriate stakeholders written updates on how the system will look and function early on and continuously throughout the design and development process.

###### Follow an agreed methodology to clearly define design-level requirements for the future-state solution that are based on stakeholder inputs and collaboration.

###### Execute all necessary activities to implement the Solution, including integrations with external systems and converting data.

The Contractor shall describe how Solution Design activities will occur, including implementation methodology (agile, waterfall), conceptual designs, business rules, workflows, screen layouts, etc. The Contractor will also describe the approach to Development and Configuration activities and work products including specific plans for conversion, migration, implementation, security, disaster recovery/continuity of operation, infrastructure services, and cutover.

### Testing

The Contractor will develop, conduct, and provide support to AOC and designated Clerks in the development and execution of a plan to include testing scripts, cases and input data. Contractor will lead all testing efforts (except for UAT). AOC shall approve all test plans. All test results will be verified and validated before they are implemented and published.

Objective(s):

###### Prepare a detailed plan to test all aspects of the CMS and implement a tracking tool to log system defects from identification through resolution.

###### Track expected versus actual test results, track all defects and resolutions, and document rework and retesting efforts for all in-scope test and defect types (refer to the tables below).

The Contractor shall describe the approach to testing activities and work products, including unit, integration, system, security, stress and performance, regression, and user acceptance testing.

Additionally the Contractor shall utilize the following Defect Level table and definitions, or describe and justify the use of an alternative approach.

1. Defect Levels

| **Defect  Level** | **Definition** |
| --- | --- |
| 1 | A Documented Defect that causes: (a) complete application failure or application unavailability  (b) application failure or unavailability in one or more of Authorized Users’ locations or  (c) systemic loss of multiple essential system functions. |
| 2 | A Documented Defect that causes:  (a) repeated, consistent failure of Essential Functionality affecting more than one user or  (b) loss or corruption of data. |
| 3 | A Level 1 Defect with an existing Circumvention Procedure, or a Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure. |
| 4 | A documented Defect that causes failure of non-essential functionality or a cosmetic or other documented Defect that does not qualify as any other service level defect. |

The Contractor shall describe their approach to Testing and Work Products: developing a detailed testing plan, establishing a test environment, developing test scripts, utilizing automated test tools, documenting and dealing with defects, and conducting user acceptance testing.

### Training and Knowledge Transfer

The Contractor will be responsible for developing knowledge transfer and training plans, developing training materials, and conducting and evaluating training for AOC, Clerk’s Offices, Judicial Officers, and Justice Partners, where appropriate.

Objective(s):

###### Train each user on system functionality and how to perform their day-to-day tasks within the system.

###### Deliver training courses defined in the Training Plan and provide a Training Completion Report.

The Contractor shall describe the approach to Training and Knowledge Transfer activities and work products, including a training plan, curriculum development, training courses, and end user support.

### Deployment and Go-Live

The Contractor will deploy the CMS in accordance with the phased deployment strategy and cutover plan. Deployment will include cutover to the Solution, activation of interfaces, providing go-live support, resolving issues, and conducting post-go-live assessment.

Objective(s):

###### Finalize and execute the set of activities identified in the Cutover Plan to cut-over the CMS into production, according to a phased approach whereby the CMS will be deployed in participating Clerk’s Offices over time.

###### Provide processes and procedures acceptable to AOC that can be used to manage day-to-day relationships in meeting Service Level Requirements and shall include:

1. Escalation;
2. Contract change management; and
3. Performance reporting (e.g., Service Level Requirements, project status, outstanding service request status) as outlined in **Attachment 2: Service Level Agreement.**

The Contractor shall describe the approach to Deployment / Go-Live activities and work products including an overall readiness assessment, updated version of other plans, system configuration, and a detailed cutover plan.

### Production Transition

Upon each Go-Live, the Contractor will coordinate transition to the support and maintenance team as it initiates production. Prior to deployment, the Contractor’s team will develop processes, policies, and procedures for production support.

Objective(s):

###### Keep the initial implementation active until all deliverables have been accepted in accordance with accepted criteria before closeout.

###### Upon Go-Live, the Contractor shall be responsible for the Production Transition Activities and Work Products including project closeout report and monthly production support reports.

### Hosting & Production Services

Contractor will be responsible for providing ongoing production operations, maintenance, and support services (including call support) once the first site is in production.

# Offeror Solution Response Requirements

## Submittal Instructions

The submitted offer must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all offers. Failure to comply with, or complete any portion of, these instructions may result in rejection of an offer.

Offerors must submit one electronic copy of the offer on a standard USB flash drive and one printed copy. The offer must:

1. be completed in its original format (i.e., MS Word and MS Excel) and converted into a searchable PDF
2. include page numbers and contain a single organized, paginated table of contents
3. be organized according to the Section 3.2.1 Response Organization
4. not contain audio, video, or embedded fonts
5. include **Attachment 4: Cost Workbook** as a separate, clearly designated file on the USB and a separate printed document

No pricing information may be included outside of **Attachment 4: Cost Workbook**.

### Delivery Instructions

Offers must be submitted in sealed packages, plainly marked with the Offeror’s name and with the title: ***Case Management System, RFP 22-001*** written on the face of the package. Offers must be sent via a delivery service or delivered in-person. Emailed or faxed copies of offers are not allowed and will not be considered.

Offers must be delivered to AOC’s Designated Contact at the appropriate address provided in ‎the table below by the date and time specified in Section 1.3.2 Schedule of Events.

Offers received after the specified date and time will not be considered. There will not be a public opening of the Offeror submissions.

|  |  |  |
| --- | --- | --- |
| **US Postal Service** | **Overnight / Express Mail** | **Hand Delivery** |
| Office of Court Administration  Attn: Casandra Vanzura  201 South Carson Street  Suite 250  Carson City, NV 89701 | Office of Court Administration  Attn: Casandra Vanzura  201 South Carson Street  Suite 250  Carson City, NV 89701 | Office of Court Administration  Attn: Casandra Vanzura  201 South Carson Street  Suite 250  Carson City, NV 89701  To arrange delivery of an offer, please contact Casandra Vanzura at contracts@nvcourts.nv.gov. |

### Procurement Rules

#### Obtaining Copies of the RFP

This RFP and any addenda are available in electronic format only at the Supreme Court of Nevada’s website at https://nvcourts.gov/AOC/Procurements/. Offerors with a disability may receive accommodation regarding the means of participating in the procurement process. For more information, contact the Designated Contact immediately.

#### Offeror Questions

All questions must be submitted by email to the AOC Designated Contact. Answers to questions will be posted to the Supreme Court of Nevada’s website at <https://nvcourts.gov/AOC/Procurements/> each Friday during the question submission period. All questions must be received by the date and time specified in the Anticipated Procurement Event Schedule. A final compilation of all questions and answers will be available in the form of an addendum to this RFP and will be posted to the Supreme Court of Nevada’s website at <https://nvcourts.gov/AOC/Procurements/> by the date and time specified in the Anticipated Procurement Event Schedule.

#### No Late Offers

Offers received after the date and time specified per the Deadline for Submission of Offers in the Anticipated Procurement Event Schedule outlined in Section 1.3.2 Schedule of Events will be rejected.

#### Non-Conforming Offers

Offers must be submitted as described in Section ‎3.1 Submittal Instructions. Non-conforming offers will not be considered. Non-conforming offers are defined as those that do not meet the requirements of this RFP, including the format for the response.

#### Cost of Preparation of Offers

Offerors are responsible for their own costs to participate in this solicitation. AOC will not pay any costs incurred by any Offeror for any aspect of responding to this solicitation.

#### No Copyrights

AOC will not consider any offer that bears a copyright.

#### Concise Offers

AOC desires thorough, concise, and responsive offers and discourages overly lengthy responses, elaborate brochures or other promotional materials beyond those necessary to present a complete and effective offer.

#### Realistic Offers

Offers must be realistic and represent the best estimate of time, effort and other costs, including the impact of inflation and any economic or other factors. AOC expects that Offeror is responsible for and has the ability to fully satisfy the obligations of its offer in the manner, timeframe, and costs provided in its offer.

#### Multi-Contractor Solutions (Joint Ventures)

Multi-Contractor (e.g., joint ventures) responses will be allowed only if one party is designated as the Prime Contractor. If a Solution is proposed by more than one party, Offeror must list the parties and information regarding each party’s organization as required by Section 4 Company Background & Experience. Additionally, a copy of the agreement between the parties clearly describing the responsibilities of each party required by Section 4 Company Background & Experience must be submitted with the offer. Services specified in the offer shall not be subcontracted without prior written approval of AOC, and approval of a request to subcontract shall not in any way relieve the Prime Contractor of responsibility for the accuracy and adequacy of the work.

Multi-Contractor offers must be a consolidated response with all cost items submitted in **Attachment 4 - Cost Workbook**.

#### Multiple Offers

An Offeror may not submit more than one offer as a Prime Contractor in response to this RFP. However, sub-contracting contractors may participate in multiple offers.

#### Discrepancies and Omissions

Offeror is fully responsible for the completeness and accuracy of its offer and for examining this RFP and all addenda. Failure to do so will be at the sole risk of the Offeror. Should an Offeror find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any question arise concerning this RFP, Offeror shall notify AOC’s Designated Contact by email following instructions and timing for questions. All unresolved issues should be addressed in the offer.

#### Confidentiality of Documents, Public Record

All documents submitted as part of the Offeror’s submission will be deemed confidential during the evaluation process. There will not be a public opening of Offeror submissions. Offeror submissions will not be reviewed by anyone other than the AOC’s evaluation team or its designated agents.

Following the award of a final contract, responses to this RFP will be subject to release under NRS 239.010, the Nevada Open Records law. If an Offeror believes that any portion of the offer is confidential, then Offeror must indicate the specific part or page of the offer which Offeror believes to be confidential and provide a separate copy of the offer that has this information redacted. All Offerors are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or other proprietary information. AOC is not responsible for discerning confidential or proprietary information within an offer.

If a requestor appeals AOC’s withholding of any information designated by Offeror as confidential, AOC will notify Offeror whose offer is the subject of the request so Offeror may have the opportunity to submit any authority for withholding the information.

AOC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Offeror.

#### Collusion or Fraud

Any evidence of agreement or conspiracy among Offeror(s) and prospective Offeror(s) to illegally restrain trade or competition by engaging in bid-rigging or price-fixing, or otherwise, will render the offers of such Offeror(s) void.

By submitting an offer, Offeror represents that its offer is not made in coordination with any competing offer submitted in response to this RFP, and is fair and without collusion or fraud; that Offeror did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no one involved in the procurement process participated directly or indirectly in Offeror’s offer preparation.

#### Lobbying and Gratuities

Lobbying or providing gratuities to anyone acting on behalf of AOC or participating in the preparation of this RFP or evaluating offers submitted in response to the RFP is strictly prohibited. If an Offeror (or its representatives) violates this prohibition its offer will be rejected. A person who violates this provision may not serve as part of a joint venture under Section 3.1.2.10 ‎Multi-Contractor Solutions (Joint Ventures), be retained as a subcontractor, or otherwise participate in the preparation of an offer in response to this RFP. All contacts with AOC employees, contractors, or agents concerning this RFP must be conducted in strict accordance with the manner, forum, and conditions set forth in this RFP.

#### No Communication with Media

Offerors may not, at any time, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) in relation to this RFP or any subsequent agreement entered into pursuant to this RFP without first obtaining the written permission of AOC.

#### AOC’s Right to Reject Offers and Waive Defects

AOC reserves the right to reject offers or any part thereof and to waive defects, technicalities or any specifications (in the RFP or the Offeror’s response).

#### AOC’s Right to Cancel Solicitation

AOC reserves the right to cancel this RFP for any or no reason at any time during the procurement process. AOC makes no commitments, expressed or implied, that this process will result in a business transaction with any organization.

This RFP does not constitute an offer by the AOC. An Offeror’s participation in this process may result in AOC selecting the Offeror to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by AOC to execute a contract nor to continue negotiations. AOC may terminate negotiations at any time and for any or no reason.

#### Amendment or Withdrawal of Offer

An Offeror may modify or withdraw its offer by written request before the offer deadline. Offers cannot be revised or withdrawn after the offer deadline. Offers become the property of AOC at the offer deadline.

#### Organizations Ineligible to Propose

Any individual, business, organization, corporation, consortium, partnership, joint venture, or other entity currently debarred or suspended is ineligible to submit an offer. Any entity ineligible to conduct business in the State of Nevada for any reason is also ineligible.

AOC may refuse to consider an offer if AOC determines the Offeror has a record of criminal convictions, civil judgments and/or violations of contractual provisions such that AOC deems the Offeror ineligible to provide the services specified in this RFP.

#### Protests

Protests after award must be submitted within ten calendar days after notification of award. AOC shall rule on the protest in accordance with its procurement protest procedures. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the Designated Contact in writing by the due date for final questions.

## Response Instructions

**The contractor will accept the requirements in 3.2 as described or propose and explain alternate language at the end of each section. Clearly identify the change requested.**

### Response Organization

Offers must be organized according to the template below. The template provides the opportunity for Offerors to answer text-based questions and operational scenarios about the Solution proposed. Offerors may include attachments where necessary or appropriate but must provide all content in the sequence described below.

The template consists of the following sections:

* Section 1: Title Page
* Section 2: Cover Letter
* Section 3: Table of Contents
* Section 4: Company Background & Experience
* Section 4.A: Company Profile
* Section 4.B: Company Background
* Section 4.C: Offeror Experience
* Section 5: Product Overview
* Section 5.A: Product Overview
* Section 5.B: Product Roadmap
* Section 6: Functional Solution
* Section 6.A: Requirements Response Workbook – Functional Requirements
* Section 7: Technical Solution
* Section 7.A: Conceptual Architecture
* Section 7.B: System Architecture
* Section 7.C: Security
* Section 7.D: Integration
* Section 7.E: Data Conversion and Migration
* Section 7.F: Reporting
* Section 7.G: Hosting
* Section 7.H: Technical Requirements Response Workbook
* Section 8: Implementation Approach and Understanding
* Section 8.A: Schedule and Work Plan
* Section 8.B: Staffing Requirements
* Section 8.C: Offeror References
* Section 8.D: Project Management Approach
* Section 8.E: Implementation Approach / Deployment Strategy
* Section 8.F: Design and Development Strategy
* Section 8.G: Test Strategy
* Section 8.H: Training and Knowledge Transfer
* Section 8.I: Production Transition and Hosting & Production
* Section 9: Payment Milestones and Invoice Deliverables
* Section 10: Service Level Agreement and Service Level Requirements
* Section 10.A: Service Level Agreement
* Section 10.B: Service Level Requirements
* Section 11: Master Services Agreement
* Section 12: Exceptions and Assumptions
* Section 13: Antitrust Certification Statement and Execution of Offer
* Section 14: Requirements Response Workbook
* Section 15: Pricing

### Detailed Response Instructions

Title Page

The Title Page must include the title and number of the RFP, name and address of the Offeror(s), and the date of the offer.

Cover Letter

The Cover Letter must include the title, address and telephone number of the person or persons authorized to represent the Offeror regarding all matters related to the offer and any contract subsequently awarded to said Offeror. This letter must be signed by a person(s) authorized to bind the company to all commitments made in the offer.

Offeror must provide a summary of its offer that highlights the key points and explains how the offered Solution and approach provides the best value in meeting the needs of the State.

The summary must additionally describe why the Solution described in the offer is important to the Offeror’s organization, and why the Offeror is best qualified to implement and operate the CMS.

The cover letter is limited to two pages.

Table of Contents

The Table of Contents must outline the structure of the offer and include the critical elements as described in this RFP.

Company Background & Experience

Company Profile

Provide a brief overview of your company, describing the history, size, mission, primary line of business, how it is organized, and how its available products and resources will be used to meet this RFP’s requirements.

If Offeror will be using multiple vendors to provide any system/service component items, Offeror must complete the following table for each vendor that will be actively participating in the project. Duplicate the table as needed.

Company Background

Recent Contracts

Identify all contracts for similar solutions and/or services which the Offeror has entered into within the past three years. If client confidentiality is necessary, provide descriptive information to allow AOC to understand the type and size of client served (e.g., identify the number of jurisdiction or users which have or will be served by the new system(s)).

If no recent contracts have been entered into, state “None.”

Contract Terminations

Disclose any contract terminations prior to contract completion for any reason during the past five years. Describe the circumstances, and provide the customer names, addresses, and telephone numbers.

If no recent contract terminations, state “None.”

Business Disputes and Outstanding Litigation

Disclose any judgments that have occurred within the past five years and any current pending litigation. If the Offeror has partnered with other organizations for this project, any judgments or litigation of the partner organizations must be provided.

If none are known to exist for any organization included in this offer, state “None.”

Mergers and Acquisitions

Disclose any announced or planned sale, merger, or acquisition of any participating organization or its products relevant to the scope of CMS. Disclose any mergers or acquisitions that have occurred during the past eighteen (18) months and describe the impact to the organization or products.

Conflicts of Interest

Identify any potential conflicts of interest with AOC or stakeholders listed in Sections 1.2.1 through 1.2.4 of this RFP by any organization proposed to participate in this project.

Financial Solvency and Insurance Information

Offeror must provide most recent annual financial report or year-end financial statements, and proof of liability insurance and workers compensation coverage. Subsequent insurance requirements are found in the MSA, Clause 15.

Offeror Experience

Describe the Offeror’s experience providing similar services as detailed in this RFP.

1. This section must include the following information:
   1. The total number of years of experience serving the public sector and the size of these projects;
   2. A brief summary of the Offeror’s experience with the service/product or functional area; and
   3. Identification of the Offeror’s significant strengths.

Product Overview

Product Overview

Provide a high-level overview of all in-scope products and components to be provided that enable the proposed solution/approach as described in this RFP.

If multiple vendors will be providing any system/service component item, identify each vendor separately. Vendors of products licensed by the Offeror that are a significant part of the Solution are to be included, even if those vendors are not actively participating in the project. Additionally, the Offeror must identify any unique aspects of the solution components and overall functionality that differentiate it from other market offerings. Response to this section is limited to five pages (excluding responses to requirements in **Attachment 3: Requirements Response Workbook**).

Product Roadmap

Provide the Offeror’s product roadmap for 2022 – 2027 and key technology investments that your organization anticipates making to enhance your relevant products and service offerings.

Functional Solution

Background Information

1. Provide background information for experience configuring and implementing the proposed CMS highlighting:
   1. Experience implementing the current version of the software proposed;
   2. Versions of software previously implemented;
   3. Modules of software previously implemented;
   4. 3rd party systems/products previously integrated with the proposed software relevant to this project;
   5. Report development;
   6. Change management support;
   7. Training on products; and
   8. Work with Clerk’s Offices who have implemented the current or previous versions of the proposed software.

Functional Requirements

Complete the functional requirements tab provided in **Attachment 3: Requirements Response Workbook** according to the instructions provided in the workbook. The completed Requirements Response Workbook should be included in Section 15 of Offeror’s response.

Technical Solution

Provide an overview of all the technology components (software and hardware) that are included in the offer, including a high-level architecture overview.

Conceptual Architecture

Provide a high-level conceptual design diagram that articulates the Offeror’s vision for the CMS that is easy to understand. The diagram must provide an overview of the proposed solution components including but not limited to applications, integration, data repository(s), and analytics tool(s). If appropriate, the diagram can also demonstrate how the CMS will expand and evolve over time to meet AOC’s needs.

System Architecture

Describe the overall system architecture and topology for the offered solution. This must include information about the underlying platform and software on which the core components are built and supported, and how it will support security considerations, including how security will be maintained across the participating Clerk’s Offices across the State of Nevada.

Describe the benefits of this architecture for AOC and Clerk’s Offices, as well as any constraints or risks that will need to be addressed to ensure the success of the architectural approach. Including:

* 1. Product Solution and Software Development Tools and Languages;
  2. Database Type and Structure;
  3. Proposed Third Party Software Components (if applicable); and
  4. Proposed Middleware and Frameworks.

Security

* 1. Describe how information within the Offeror’s solution is secured. Including: Security Architecture;
  2. Security Level Management - role-based access, including data access rights by user roles and permissions, and the ability to configure a Global Administrator (e.g., system-wide capabilities) and a Jurisdictional Administrator (e.g., Clerk’s Office/Court-based capabilities); and
  3. Security Procedures and Protocols.

Integration

Offeror must describe the level of interoperability between the different components of the solution and how that will be achieved, and any industry standards that will be followed, and the approach to testing the integration.

Data Conversion and Migration

For courts currently using the AOC-supported CMS, their data will be converted and migrated to the new CMS. Clerk’s Offices not currently on the AOC-supported CMS will have the option to request approval to include data conversion and migration.

1. Describe the strategy and level of involvement for migrating data from an existing CMS into the proposed solution. Including:
   1. Description of the methodology to be used in developing migration specifications and the identification of any potential issues;
   2. Description any constraints and risks associated with data migration for this project and how the Offeror will address these to ensure a successful migration;
   3. Technology and tools to be used;
   4. Roles and responsibilities of Offeror vs. AOC, Clerk’s Office and other stakeholders;
   5. Any iterative data migration proposed, including proposed number of mock runs for data migration;
   6. Offeror should describe anticipated work sessions with AOC and Clerk’s Office staff to validate and test the migration; and
   7. Describe Offeror’s experience migrating data from mainframe sources, including identifying any proposed staff that has experience in this area.

Reporting

1. Describe the reporting solution to support district and county clerk reporting requirements established by AOC’s IT, Audit, and Research and Statistics units. Including:
   1. Design approach and methodology for reporting and analysis;
   2. Development approach and methodology for reporting and analysis;
   3. Describe methods and tools for ad hoc reports and custom reports that can be run by AOC and end users. Also, how additional customized reports can be developed by AOC;
   4. Methodology for estimating level of effort for reports of low, medium and high complexity and how that will inform project implementation planning decisions; and
   5. Approach to developing uniform reports to address all courts vs. unique reports for an individual court.

Hosting

1. Describe the proposed hosting environment, and experience hosting other customers in that environment. Including:
   1. Offeror’s hosting structure – AOC will not host the SAAS solution, it should be fully hosted by Contractor;
   2. The existence of any sandbox environments where users or administrators may experiment with pre-release versions of new software to ascertain which features may be valuable to share with their communities, or to understand what training might be needed;
   3. Options for choosing when to implement a new version, if there is any choice;
   4. Security provisions for the data, network, and applications; and
   5. Disaster recovery and network monitoring.

Technical Requirements Response Workbook

Complete the technical requirement tab provided in **Attachment 3: Requirements Response Workbook** according to the instructions provided in the workbook. The completed Requirements Response Workbook should be included in Section 15 of Offeror’s response.

Implementation Approach and Understanding

For each of the following sections please review the associated section listed in parenthesis and indicate that Offeror accepts the associated section text or requests alternate language. If alternate language is requested, please insert a “redline” version identifying the exception and providing alternate language.

Schedule and Work Plan

Provide an implementation schedule and high-level work plan to meet the requirements and deliverables of this RFP. The schedule should identify an overall timeline, with key start dates and end dates for major project milestones, including any phased deployments proposed and assumptions. Include elaboration and details on key schedule / work plan considerations:

* + - 1. Provide an integrated, milestone-level work plan, including Gantt chart of the Proposed Project Schedule that includes services requested in this RFP;
      2. Schedule milestones should correspond with the deliverable milestones required in this SOW; and
      3. Offeror must include reasonable and incremental review periods for Deliverable Expectations Document and deliverables that allow sufficient time for both AOC review and Offeror to update deliverables based on AOC review feedback.

Staffing Requirements

Provide a staffing plan and bios for Key Implementation Services Team Members for AOC for review and approval.

Offeror must demonstrate that it can provide the project team necessary to implement the CMS. To demonstrate the strength of your project team, include:

1. Project staffing roster with roles/responsibilities for each proposed key project team member;
2. Bios for each listed project team member, including subcontractors, and a description of the specific roles and responsibilities that will be assigned to each subcontractor; and
3. A description how your organization will handle replacement of key project staff if a replacement is needed or requested, and your ability to quickly bring in additional resources if required

Prior to the date any Contractor personnel are assigned to AOC’s account, Contractor must conduct, at its expense and in compliance with applicable law, a background check, and criminal history investigation of any personnel assigned to AOC’s account. AOC reserves the right to access any background check, criminal history investigations and substance abuse screening results upon request. AOC also reserves the right to interview and approve or deny any proposed project team members or subcontractors.

Offeror References

Offeror must provide references for three projects that showcase the Offeror’s experience in defining, developing, and deploying a solution similar to AOC’s business and technical requirements as described in this RFP and the scope and complexity of the CMS for the Nevada Clerk’s Offices and courts. References where the Offeror has previously worked with the identified partner or subcontractor should be noted and are preferred.

Project Management Approach

1. (SOW Section 2.2.1 Project Initiation) Describe the approach to overall project management and integration of all activities required by the RFP. Including:
   1. The approach to overall project management and integration of all activities required by the RFP. Including:
2. Project Management Methodology (and compliance with PMI standards);
3. Communications Management Approach;
4. Issue Resolution Methodology; and
5. Risk Management Methodology.
   1. Offeror must identify key implementation risks and risk mitigation strategies of the solution based on prior Offeror experiences; and
   2. Change Control Methodology.

Technology

Describe your technology stack.

Implementation Approach / Deployment Strategy

1. (SOW Section 2.2.7 Deployment and Go-Live) The Offeror must demonstrate a clear understanding of the project and clarify concisely any major issues or concerns. This section must include an overview of how the proposed solution will be implemented to optimally meet and/or exceed AOC’s requirements. Including:
   1. Confirmation whether the development approach will be Iterative Waterfall, Agile, or other hybrid. Describe how the Offeror will work with AOC to scope the sprints, how the Offeror will estimate the cost of sprints, and how the Offeror will develop and deploy the software iteratively; and
   2. All assumptions the Offeror is making with respect to AOC’s role/staffing as well as the Clerk’s Offices.

Design and Development Strategy

1. (Scope of Work Section 2.2.2 Requirements Validation, Section 2.2.3 Solution Design, and Section 2.2.4 Development and Configuration) Describe the proposed requirements analysis and design approach for the implementation. This information must include the Offeror’s approach to meeting the following activities.
   * + - 1. Requirements Analysis Approach:

Review of current-state artifacts, such as existing forms, screens, and reports to ensure accurate inputs and outputs are accounted for in the design of the Solution;

Approach to conducting joint application design sessions with AOC and other stakeholders, any prototyping that will occur, and how stakeholders will be exposed early on and throughout the design / development process to how the system will look and function;

Approach to documenting conceptual design-level requirements based upon functional and gap analysis. If the Offeror intends to propose an Agile approach or similar implementation methodology that does not rely on formal design documentation, Offeror should provide examples of how design requirements are managed (e.g., user stories or backlog); and

Approach to validating and finalizing design specifications as a prerequisite to the Execute Phase, or if proposing an Agile approach or similar, describe how the design/ prototyping/sprint process shall work.

* + - * 1. Development Approach

Describe configuration methodology and approach; and

Describe any major components of the Solution that may require customization of the proposed base product and how they will be developed.

* + - * 1. Configuration Management

Describe the tools, environment, and infrastructure required for the execution of configuration management activities to be completed by AOC, EFSPs, individual Clerk’s Offices, and other applicable stakeholders.

Test Strategy

(SOW Section 2.2.5 Testing) The Offeror must define their approach and methodology to testing in order to accomplish the required activities and objectives. Including:

* + - * 1. Testing Methodology:

Describe the testing methodology approach and ability to test and validate the functionality of the implemented solution against the documented requirements and use cases;

Describe defect prioritization, time to resolution, escalation, and implications on any process and contractual obligations such as acceptance periods;

Describe the approach for testing during the project to verify that functionality being developed is consistent with the functionality expected by system users; and

Describe the approach to Issue Management and Resolution (to include Offeror definition of a “defect” and an “enhancement”).

* + - * 1. Training:

Offeror shall describe anticipated trainings and work sessions with project stakeholders to test the Solution.

* + - * 1. UAT:

Describe the approach for supporting UAT;

Describe the plan for developing UAT test cases for AOC, tracking expected versus actual test results, and for tracking all errors, problems, and associated resolutions;

Describe the approach for testing during the development and configuration of the application to verify that functionality being developed is consistent with the functionality expected by system users and ensuring proper test coverage;

Describe the approach to developing Test Scripts (including approach to test script development) and requirements traceability to ensure end-to-end and comprehensive testing of entire Solution prior to go live; and

Describe the role(s) Offeror expects AOC or other stakeholders to perform during each test phase. In this description, Offerors should clearly identify the activities AOC or other stakeholders will be responsible for performing and avoid generic terms, such as “jointly” and “collaborate”.

Training and Knowledge Transfer

1. (SOW Section 2.2.6 Training and Knowledge Transfer) Describe the approach and ability of Offeror to satisfy the training requirements. Including:
   1. Offeror should identify the types of training proposed, such as:
2. Initial Product Training;
3. Train the Trainer sessions;
4. Configuration Training sessions; and
5. Application and System Administration Training sessions.
   1. Offeror should describe the types of Offeror’s documentation that can be leveraged for training and knowledge transfer activities;
   2. For pricing purposes, Offeror should assume that it will be responsible for direct training of AOC technology staff, project team, early adopter Clerk’s Office and for each subsequent implementing Clerk’s Office; and
   3. Offeror should describe any constraints and risks that can be a barrier to the success of the training effort, along with the actions that can be taken to address these constraints and risks.

Production Transition and Hosting & Production

1. (SOW Section 2.2.8 Production Transition and Section 2.2.9 Hosting & Production Services) Provide the following information that AOC can use to evaluate the Offeror’s knowledge of, and intended approach to provide production support and transition as described in Section 2.0: Scope of Work. Including:
   * + - 1. Production Support and Transition Approach

Describe the approach for production cutover and activities required to begin use of the new Solution. The approach must include the following, at a minimum:

Key activities;

Critical success factors;

Roles and responsibilities (for both the Offeror and AOC); and

Acceptance criteria.

List and describe documentation that will be provided, including the formats in which the documentation will be made available. Describe how the Offeror plans to provide ongoing updates to documentation throughout the life of the contract;

Describe the approach to provide ongoing training for users as the new Solution is updated and new users are onboarded;

Describe the transition approach and methodology proposed, including how the Offeror will manage working software in production while also continuing to develop new technology for future deployment;

Describe system monitoring capabilities and how performance will be measured and tracked against service levels, including how real-time deviations are communicated to AOC. Offeror must describe root cause analysis approach and how corrective / preventative measures are taken. Provide sample reports related to service level management;

Describe the Offeror’s overall release and deployment management approach for minor and major application releases and how AOC’s input as to the overall product roadmap is incorporated; and

Describe Offeror’s approach for maintaining technical currency and anticipated major releases for the next two years and how those releases will impact the CMS.

* + - * 1. Maintenance & Operations and Support

Describe the approach and methodology to application management, technical support, system enhancements, and other related support activities;

Describe Offeror’s approach to service level management and provide a response to the Service Level Requirements identified by AOC in **Attachment 2-****1** including: proposed measurements; proposed service levels; strategy for documenting service levels and performance against such service levels; and format and frequency of reporting. Specify the mechanisms, tools and techniques Offeror intends to put in place to meet, measure, report and improve upon these service levels;

Annual Code Table Maintenance

The selected Contractor shall assist AOC in maintaining code tables within the CMS (e.g., offense codes, fines and fees, event types, and filing types). AOC will work with the Nevada Department of Public Safety, the Department of Motor Vehicles and other state entities to provide the Contractor with a list of codes that must be updated by Contractor into the CMS;

The code table update intervals will occur at least quarterly; and

The code table updates may be system wide (e.g., all Clerk’s Offices on the CMS) and/or specific to individual Clerk’s Offices.

* + - * 1. Patch/Upgrade Support

Describe relevant patch and upgrade support services and service levels to ensure that a high-quality release strategy can be executed during and after implementation. Also provide patch/upgrade support service cost and rate information in the pricing response section;

Describe release strategy and typical schedule (e.g., quarterly, annually) with respect to patches, point upgrades, and major release upgrades. As part of this response, address your position on version compliance to remain on support and options clients may have to defer patches/upgrades;

Describe what tools and documentation are provided to facilitate a high-quality patch or upgrade effort;

Describe any differences in patch/upgrade support options and services for client hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered; and

Describe any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.

* + - * 1. Enhancements

Describe the management approach to application enhancements, such as assessment of change impact, estimation of required effort to implement the change, and change approval requirements;

Describe the technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment; and

Describe approach to process future enhancement requests, including methodology for pricing (e.g., function point analysis) and future available resources to fulfil enhancement requests.

* + - * 1. Call Center/Problem Ticket Support

Provide information regarding Offeror call center and problem ticket support services and service levels;

Describe the size and structure of call center services team;

Provide call center hours of operation;

Describe any support tools or techniques used to more quickly diagnose and resolve critical or escalated problems. The escalation process should also be described;

Describe any differences in call center support for client hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered; and

Describe the availability of an online knowledge base that can be accessed directly by end-users and technical staff to obtain answers to frequently asked questions or perform research on symptoms to identify resolutions to known issues. Additionally, describe any interactive services (e.g., online chat) that will be available to system users.

Payment Milestones and Invoice Deliverables

The invoice deliverables articulated in this section are required for the Project and each individual Clerk’s Office implementation (although some deliverables in later implementations may be simple updates of previous deliverables). If the Offeror desires more frequent invoice opportunities than the invoice deliverables listed in Table 20 below, Offeror must identify and negotiate sub-deliverables before the contract is final.

Following each invoice deliverable below, provide a response in which you:

1. Either state that you accept all activities and work products or describe any changes you propose. If you propose changes, map your proposed changes to the invoice deliverables, activities and work products in the SOW;
2. Describe the approach you propose to use to develop the invoice deliverable, including your understanding of the deliverable and how you plan to achieve success; and
3. Do not repeat the information provided in the SOW.

The intention is to provide deliverables that support AOC’s ability to realize the project objectives described in Section 1.1 of this RFP, and support the continued measurement of the Service Level Requirements as defined in **Attachment 2: Service Level Agreement**.

1. Invoice Deliverables and Activities/Work Products

| **Invoice Deliverables** | **Activities/Work Products** | **Early Adopter** | **Subsequent Rollouts** |
| --- | --- | --- | --- |
| **Project Initiation** | Project Management Plan | ● | ● |
| Risk and Issue Management Plans & Logs | ● | ● |
| Integrated Change Management Plan | ● | ● |
| Project Deployment Plan | ● | ● |
| Baseline Project Schedule | ● | ● |
| Configuration Management Plan | ● | ● |
| Stakeholder Engagement Plan | ● | ● |
| Deliverable Expectations Document(s) | ● | ● |
| **Requirements Validation** | Requirements Traceability Matrix | ● | ● |
| **Solution Design** | Global Conceptual Design Documentation | ● |  |
| Local Implementation Future-state Solution Documentation | ● | ● |
| **Development and Configuration** | Solution Implementation Plan | ● |  |
| Disaster Recovery & Business Continuity Plan | ● |  |
| Infrastructure Services Plan | ● |  |
| Configuration Activities | ● | ● |
| Standard Integration Activities | ● |  |
| Standard Report Development Activities | ● |  |
| Local Conversion and Migration Plan | ● | ● |
| Cutover Plan | ● | ● |
| **Testing** | Test Plan | ● | ● |
| Test Scripts | ● | ● |
| System Test Results | ● | ● |
| Final System Testing Results | ● | ● |
| UAT Results | ● | ● |
| **Data Conversion** | Develop Conversion Scripts | ● |  |
| Test Conversion Scripts | ● |  |
| Run Conversion Scripts | ● | ● |
| **Training & Knowledge Transfer** | Training Plan | ● | ● |
| Training Curriculum and Materials | ● |  |
| Training Completion Report | ● | ● |
| **Deployment and Go-Live** | Readiness Report | ● | ● |
| Updated artifacts from the implementation for production | ● | ● |
| Final as-built configuration documentation | ● | ● |
| Cutover Completion Report | ● | ● |
| Updated Cutover Plan and Final Cutover Plan/Schedule | ● | ● |
| Service Level Performance Dashboard | ● | ● |
| **Production Transition** | Project Closeout Report | ● | ● |
| Monthly Production Support Templates | ● |  |

Service Level Agreement Requirements

Please review **Attachment 2: Service Level Agreement and Attachment 2-1: Service Level Requirements**. Provide any redline with proposed alternate language.

Master Services Agreement

The successful Offeror shall be required to execute the MSA included as **Attachment 1: Master Services Agreement**. The terms and conditions in the MSA shall govern any agreement issued as a result of this RFP.

The Following provision of the MSA are non-negotiable: Articles 10 (Invoicing and Payment), 11 (Customer Data and Other Confidential Information, 13 (Representation, Warranties and Covenants), 15 (Indemnities), 16 (Liability), 17 (Dispute Resolution), and 18 (Termination), collectively, the Non-Negotiable Provisions. In order to be qualified, an Offeror must affirm acceptance of the Non-Negotiable Provisions. Failure to do so will result in disqualification of the Offeror.

For those provisions not listed above as Non-Negotiable that Offeror finds unacceptable, please identify, list and describe any exceptions. Also provide a “redline” version of the MSA identifying the provisions taken exception to and providing alternate language where applicable.

Exceptions and Assumptions

Identify all general assumptions and dependencies associated with this offer in the table below; add additional rows as necessary. Please note that any cost-related information must not be stated here but must be included only in the Assumptions section of the **Attachment 4: Cost Workbook**.

1. Assumptions and/or Dependencies

|  |  |
| --- | --- |
| # | Assumptions and/or Dependencies |
| 1 | Sample text: Estimated number of workshops are XX. |
| 2 |  |
| # | Insert additional rows as necessary. |

Requirements Response Workbook

Offeror must complete **Attachment 3: Requirements Response Workbook**. The workbook provides AOC’s detailed functional and technical specifications for the CMS. Offeror must code each requirement according to the instructions provided in the workbook.

Pricing

Offeror must complete and submit the Cost Workbook (**Attachment 4: Cost Workbook**) according to the instructions provided in the workbook. The Cost Workbook must be the only document containing proposed cost information in the offer and must be submitted as a separate document apart from the remainder of the offer.

The Cost Workbook provides the framework for providing detailed cost information for the initial implementation services, subsequent Clerk implementation services as described in Section 2.2 Statement of Work 2.2.1, and ongoing production and operating costs for the duration of the Term of the Agreement.

Offeror must provide pricing for data conversion and migration with clarity on criterion for each Clerk’s Office. The following are assumptions related to optional data conversion and migration services:

1. Indicate ranges based on the population of the county where the Clerk’s Office is located;
2. Legacy Systems: COTS (e.g., equivant, Journal Technologies, Thomson Reuters, Tybera, Tyler Technologies); In-House solutions; other solutions;
3. Scope of source data to be converted: case types, case events, case hearings, financial records, party records, case dispositions, document management;
4. Data Extract – provided by Clerk’s Office;
5. Conversion and Data Review: practice/data review and full conversion; and
6. Deliverable Expectations:
7. Data Conversion and Migration Plan;
8. Discussion of the quality of legacy data, including whether any cleansing has been previously performed and/or is in progress and any recommendations for Clerk’s Office regarding data clean-up, specify whether data cleansing is or is not in scope for the Offeror;
9. Code Mapping training and plans; and
10. Data Validation and exceptions reports.

The Cost Workbook is in MS Excel format, and consists of the following tabs:

1. Cost Workbook

|  |  |
| --- | --- |
| Tab # | Cost Workbook Tab Title |
| 1 | Instructions |
| 2 | Pricing Summary |
| 3 | Pricing Assumptions |
| 4 | Initial Implementation |
| 5 | Rollout Implementations |
| 6 | Production Services |
| 7 | Rollout Implementations |
| 8 | Data Migration |

For avoidance of doubt, data provided within **Attachment 4: Cost Workbook** shall be incorporated into the MSA.

# Glossary of Terms

The table below includes all key terms and definitions within this document.

1. Glossary of Terms

| **Term / Acronym** | **Definition** |
| --- | --- |
| AOC | The Nevada Office of Court Administration (AOC), a judicial branch department that assists the Supreme Court of Nevada with the administration of the Nevada courts. |
| API | Application Programming Interface |
| Authorized User(s) | Means, unless otherwise indicated, all Clerks, Clerk’s staff, Judicial Officers, and any individual, system or entity authorized to access or use the Services provided by Contractor under the Agreement. |
| BAFO | Best and Final Offer |
| Circumvention Procedure | As applied to a Documented Defect, a change in operating procedures whereby an Authorized User can reasonably avoid any deleterious effects of such Documented Defect. |
| Clerk(s) | A district or county clerk. |
| Clerk’s Office | The office of a Clerk located within Nevada. |
| CMS | Case Management System |
| Contractor | Offeror that has been selected for contract award. |
| COTS | Commercial off-the Shelf |
| Court Administrators | Performs administrative and clerical duties essential to the proper operation of a court including but not limited to scheduling hearings and tracking the courts calendar, keeping records, entering judgments. |
| Defect | Any bug, error, malfunction, adverse data condition, or other performance interruption that causes the CMS to fail to operate in conformance with Contractor’s then-current published specifications, but that does not cause a complete application outage. |
| Designated Contact | Casandra Vanzura, as defined in Section 1.3.3 |
| Documented Defect | A Defect submitted in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that the Contractor may reasonably request. Authorized User shall deliver such information to the Contractor concurrently with notification to the Contractor of a Defect. All reasonable efforts must be used to eliminate any non-application related issues prior to notification to the Contractor of such Defect, including, but not limited to, issues related to the network, user training, extensions produced by Authorized Users, and data problems not caused by the system. |
| Essential Functionality | Any operational aspect of the Contractor-provided system that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner. |
| Financial Bookkeepers | A person who performs a variety of complex account and bookkeeping functions including entering monetary judgments and satisfactions, tracking court financials. |
| Global Administrator | An administrator who can update configuration settings in the Solution that apply to all user groups and all Clerk’s Offices using the CMS. |
| Judicial Officers | Officers of the courts including judges, justices of the peace, and masters. |
| Jurisdictional Administrator | An administrator who can update configuration settings in the Solution that apply to impacted user groups only within a specific participating Clerk’s Office. |
| Justice Partners | Agencies that work with the Clerk’s Office and the courts (e.g., attorneys, probation officers, law enforcement officers) defined in Section 1.2.4. |
| MAS | <https://nvcourts.gov/AOC/Templates/documents.aspx?folderID=9930> |
| MCIJIS Overview | <https://nvcourts.gov/AOC/Templates/documents.aspx?folderID=8984> |
| MSA | The Master Services Agreement that is entered into between AOC and selected Contractor documenting the terms and conditions for delivery of the CMS. |
| NAC | Nevada Administrative Code |
| NCS | Nevada Court System |
| NOC | Nevada Offence Codes |
| Non-Negotiable Provisions | Selected provisions contained in the Master Services Agreement defined in Section 11 that must be accepted by Offeror to be qualified for consideration under this RFP. |
| Offeror | Entity submitting an offer in response to this RFP. |
| PMI | Project Management Institute |
| Prime Contractor | In the event a Solution is proposed by more than one party as described in Section 3.1.2.10, the party designated as the point of contact for AOC who shall be responsible for the performance under the MSA, including all project management, legal, and financial responsibility for the implementation of the Solution. |
| QAT | Quality Assurance Team |
| Response Template | The template set forth in Section 3.2. |
| REST | Support Representational State Transfer |
| RFP | Request for Offer |
| RTM | Requirements Traceability Matrix |
| SaaS | Software as a Service |
| SC | Steering Committee |
| SFTP | Secure File Transfer Protocol |
| SLA | Service Level Agreement |
| SOAP | Support Simple Object Access Protocols |
| Solution | The System and services required to satisfy the terms of the RFP. |
| SOW | Statement of Work |
| System | A fully functional application, including any related hardware and software required to satisfy the terms of the RFP. |
| UAT | User Acceptance Testing |
| USJR | <https://nvcourts.gov/AOC/Programs_and_Services/Research_and_Statistics/Overview/> |
| WBS | Work Breakdown Structure |

# Attachments

* + 1. Attachment 1: Master Services Agreement
    2. Attachment 2: Service Level Agreement
    3. Attachment 2-1: Service Level Requirements
    4. Attachment 3: Requirements Response Workbook
    5. Attachment 4: Cost Workbook

1. RFP for the eFiling system to be released in 2022. The solution will conform to the ECF standards. [↑](#footnote-ref-1)
2. RFP for the eFiling system to be released in 2022. The solution will conform to the ECF standards. [↑](#footnote-ref-2)