Nevada Administrative Office of the Courts Request for Offer No.: 22-002
Request for Offer (RFP) for a Statewide Electronic Filing, Document Access, Redaction, and Forms Assembly System (eFiling system)
Offers Due: April 15, 2022, at 3:00 p.m. Pacific Time

Table of Contents

l able of (Contents	İ
Section 1	. Purpose of RFP and Procurement Rules	1-4
1.0 P	urpose and Structure of the RFP	1-4
1.0.1	Purpose of RFP	
1.0.2	Definitions	1-5
1.0.3	Guiding Principles	1-5
1.0.4	Structure	1-5
1.0.5	Contract Term	1-6
1.0.6	Schedule	1-6
1.1 P	ocurement Rules	1-7
1.1.1	Designated Contact	1-7
1.1.2	Obtaining Copies of the RFP	1-7
1.1.3	Offeror Questions	1-7
1.1.4	Contact with Procurement Team Members	1-8
1.1.5	No Late Offers	1-8
1.1.6	Non-Conforming Offers	1-8
1.1.7	Cost of Preparation of Offer	1-8
1.1.8	No Copyrights	1-8
1.1.9	Concise Offers	1-8
1.1.10	Realistic Offers	1-8
1.1.11	Multi-Contractor Solutions (Joint Ventures)	1-8
1.1.12	Multiple Offers	1-9
1.1.13	Discrepancies and Omissions	
1.1.14	Confidentiality of Documents, Proprietary Information, Public Information	
1.1.15	Collusion or Fraud	
1.1.16	Lobbying and Gratuities	
1.1.17	No Communication with Media	
1.1.18	AOC's Right to Reject Offers	1-10
1.1.19	AOC's Right to Cancel Solicitation	
1.1.20	Amendment or Withdrawal of Offer	
1.1.21	Organizations Ineligible to Propose	
1.1.22	Protests	1-11
1.2 O	ffer Evaluation	1-11
1.2.1	Evaluation Criteria	1-11
1.2.2	References	1-11
1.2.3	Offer Clarification	1-11
1.2.4	Exceptions to the RFP	1-11
1.2.5	System Demonstrations	
1.2.6	Best and Final Offers	
1.2.7	Contract Award	1-12

Section	n 2.	Offeror Submission Instructions	<i>2-13</i>
2.0	Ackno	owledgement	2-13
2.1	Offer	Format	2-13
2.2	Offer	Submission Overview	2-13
2.3	Delive	ery Instructions	2-13
Section		Scope of Work	
3.0	Proied	ct Background and Objectives	
3.0	-	roject Scope	
3.0	. 2 C	urrent System Transaction Volume and Filing Trends	3-16
3.1	Future	e State Environment	3-16
3.1		rimary Applications within Scope	
3.1	. 2 P	rimary Applications for Integration	3-17
3.2	Projec	ct Stakeholders	3-17
3.2	. 1 A	bout the Nevada Courts	3-18
3.3	Stake	holders	3-20
3.3	.1 A	dministrative Office of the Courts	3-20
3.3	. 2 N	evada District and County Clerks and the Courts They Serve	3-20
3.3	. 3 Jı	udicial Officers	3-21
3.3	. 4 Ju	ustice Partners	3-21
3.3	. 5 P	ublic	3-21
3.4	Desire	ed Future State Capabilities	3-21
3.4	. 1 P	roject Goals and Anticipated Benefits	3-21
3.4	. 2 F	uture State Conceptual Solution Model	3-27
Sectio	n 4.	Offer Response	4-28
4.0	Cover	Letter	4-28
4.1	Comp	any Details	4-28
4.1	. 1 C	ompany Profile	4-28
4.1	. 2 C	ompany Background	4-28
4.1	.3 S	taffing Requirements	4-29
4.2	Soluti	on Overview	4-29
4.2	. .1 In	nplementation Overview	4-30
4.2		roducts/Components Overview	
4.2		ystem Architecture and Technology	
4.2		equirements Response Workbook	
4.2		fferor Response to Statement of Work	
4.3	•	mentation Services	
4.3		roject Initiation	
4.3		nalysis and Design	
4.3	.3 E	xecute	4-35

4.3.	3.4 Testing	4-38
4.3.5 Training		
4.3.	6.6 Cutover	4-41
4.3.7 Closeout		4-43
4.4	Production Services	4-44
4.4.	.1 eFiling system Production Services	4-44
4.4.	Service Level Agreement and Requirements	4-44
4.5	Master Services Agreement	4-45
4.6	Pricing	4-45
4.7	Exceptions and Assumptions	4-45
Sectio	on 5. Glossary	5-47

Section 1. Purpose of RFP and Procurement Rules

1.0 Purpose and Structure of the RFP

1.0.1 Purpose of RFP

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 systems and services for a statewide cloud-based, COTS electronic filing system, a document access system, a redaction component, and a forms assembly solution ("eFiling system" or "Solution").

The case management systems used in Nevada include, but are not limited to, Benchmark, CourtView, eCourt, Odyssey and Tybera.

The intent is to procure one Electronic Filing Manager (EFM) and one state sponsored Electronic Filing Service Provider (EFSP), along with a test platform where other EFSPs (non-state sponsored) can test their solutions to ensure compatibility with the EFM. The various EFSPs (the State EFSP and various third-party EFSPs) will: accept documents from attorneys and other filers in an electronic format through their respective online portals; ensure that proper payment has been collected; and then send documents to the appropriate court(s) via an interface where the documents are uploaded into the case management system of that court. Filers will also be able to serve documents on other parties through the eFiling system. The eFiling system will offer document management and access, redaction, and forms assembly, as well as financial processing to facilitate payment and distribution of fees.

AOC seeks to competitively procure a Solution with associated components (eFiling, redaction, document access, forms assembly) to:

- Provide critical eFiling services to the State of Nevada.
- Allow AOC to carry out its mission: "to provide resources and information for the
 efficient administration of the Judicial Branch of Nevada", specifically to provide
 Nevada courts with "increased digital equity through statewide eFiling and
 enhanced digital inclusion by providing eFiling tools to all Nevadans".
- Ensure compliance with Nevada law and Supreme Court mandates to provide electronic filing technology for the State.
- Meet the AOC objective to adopt and enable existing capabilities from other jurisdictions by incorporating any out-of-the-box features that exist in modern solutions today--increasing usability and efficiency.
- Provide features with: appropriate scope, controlled costs, and user-friendly interfaces.
- Offer improved security management, preservation of data, transparency across and within jurisdictions, clear audit trails and improved tracking of critical case and party/participant information.
- Adhere 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.

1.0.2 Definitions

- "Offeror" refers to an entity that submits an offer in response to this RFP.
- "Contractor" refers to the Offeror that is selected for contract award.
- Terms not otherwise defined herein shall have the meaning set forth in Section 6: Glossary.

1.0.3 Guiding Principles

The following are the guiding principles of the eFiling system:

- Provide secure, efficient and reliable filing and service of documents, document access, document redaction, and forms assembly services to all citizens of the State of Nevada.
- Promote and align with access to justice goals and objectives.
- Provide efficient court and clerk office processes, which minimize redundant data entry wherever possible.
- Support a robust marketplace of third-party electronic filing service providers (EFSP) competing to provide filing related services.

1.0.4 Structure

This RFP states the overall scope of services desired, procurement terms and conditions, and the format for response submission by an Offeror.

The RFP structure is organized into the following main RFP sections and supporting Attachments:

Section 1 Purpose of RFP and Procurement Rules

Provides an overview of the RFP and its intended outcomes, as well as general guidelines, dates, and eligibility rules.

Section 2 Offeror Submission Instructions

Overview of the format requested by AOC for RFP responses, as well as directions for the submission of responses.

Section 3 Scope of Work

Description of scope of work, including project background information and project scope, current state environment, and desired future state capabilities.

Section 4 Offer Response

Information regarding expectations for specific sections of the RFP requested by AOC, including the Implementation and Production Services.

Section 5 Glossary

Definitions of terms used throughout the RFP.

Attachment 1 Master Services Agreement (MSA)

The agreement to be signed by the selected Offeror and AOC. This agreement includes terms and conditions.

Attachment 2 Service Level Agreement

Information regarding the provision of Production Services, end user support, and hosting of the Solution, including but not limited to the minimum service level requirements for Solution performance, uptime, failover, and service request response.

Attachment 2.1 Service Level Requirements

AOC's detailed service level requirements (SLR) including service measures, performance metrics, and performance targets, and formula to calculate the performance SLR.

Attachment 3 Requirements Response Workbook

AOC's detailed functional and technical specifications for the Solution. Offerors are required to provide coded responses to identify how the requirements will be met.

Attachment 4 Cost Workbook

Template for Offerors to use in submitting proposed Solution costs.

1.0.5 Contract Term

The contract term shall begin on the Effective Date as defined in the Master Services Agreement and shall end no later than June 30, 2027. AOC may, in its sole and absolute discretion, unilaterally extend the Contract for up to five (5) twelve-month extension periods.

1.0.6 Schedule

The anticipated schedule of events for this procurement is outlined below.

Table 1: Anticipated Procurement Event Schedule

Activity	Date/Time All times PT	
Publish Solicitation	February 18, 2022	
Bidder's conference	March 4, 2022 9:00 AM	
Deadline for Submission of Questions	March 11, 2022 3:00 PM	
Deadline for Submission of Offers	April 15, 2022 3:00 PM	
Offeror Demonstrations, if requested	May 23 - 27, 2022	
Deadline for Best and Final Offer (BAFO) Responses, if requested	June 10, 2022	
Complete BAFO Process and Notify Selected Finalist for Commencement of Negotiations	June 27, 2022	
Contract Negotiations	June 29 – July 15, 2022	
Expected Award of Contract	July 22, 2022	

AOC reserves the right, at its sole discretion, to change the dates in the Anticipated Procurement Event Schedule above upon notice to prospective Offerors through an Addendum posting on the AOC procurement page at https://nvcourts.gov/AOC/Procurements/. Respondents should check the AOC procurement page frequently for updates. It is the responsibility of interested parties to periodically check the AOC procurement page for updates to the RFP prior to submitting an offer.

1.1 Procurement Rules

1.1.1 Designated Contact

Any notice or communication require by this RFP is to be sent via email to AOC's Designated Contact. AOC's Designated Contact for this procurement is Justin Bell, contracts@nvcourts.nv.gov.

1.1.2 Obtaining Copies of the RFP

This RFP and any addenda are available in electronic format only on the AOC procurement webpage. Offerors with a disability may receive accommodation regarding the means of participating in the procurement process. For more information, contact the Designated Contact immediately.

1.1.3 Offeror Questions

All questions must be submitted by email to the AOC Designated Contact. Answers to questions will be posted to the AOC procurement webpage 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 AOC procurement webpage within five days after the Deadline for Submission of Questions.

1.1.4 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.

1.1.5 No Late Offers

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

1.1.6 Non-Conforming Offers

Offers must be submitted as described in Section 2: Offer Submission 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.

1.1.7 Cost of Preparation of Offer

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.

1.1.8 No Copyrights

AOC will not consider any offer that bears a copyright.

1.1.9 Concise Offers

AOC's 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. **50 pages** for the response (not including the requirements, MSA, SLAs or pricing) is a good target.

1.1.10 Realistic Offers

Offers must be realistic and must represent the best estimate of time, effort and other costs including the impact of inflation and any economic or other factors. AOC expects that Offerors can fully satisfy the obligations of their offers in the manner and timeframe defined therein.

AOC shall bear no responsibility or increased obligation for an Offeror's failure to accurately estimate the costs or resources required to meet the obligations defined in the offer.

1.1.11 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. Additionally, a copy of the agreement between the parties clearly describing the

responsibilities of each party 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 included in Attachment 4: Cost Workbook.

1.1.12 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.

1.1.13 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.

1.1.14 Confidentiality of Documents, Proprietary Information, Public Information

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 may 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.

1.1.15 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.

1.1.16 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, 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.

1.1.17 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.

1.1.18 AOC's Right to Reject Offers

AOC reserves the right to reject any and all offers or any part thereof, to waive defects, technicalities or any specifications (whether they be in AOC's specifications or the Offeror's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new offers on the same scope of work or on a modified scope of work that may include portions of the originally proposed project as AOC may deem necessary.

1.1.19 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.

1.1.20 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.

1.1.21 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 reserves the right to 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.

1.1.22 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.

1.2 Offer Evaluation

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

1.2.1 Evaluation Criteria

Table 2: Evaluation Criteria

Evaluation Criteria	Weight
Offeror Qualifications (e.g., corporate background, experience, references, staffing)	15%
Requirements (Attachment 3)	30%
Implementation Services and Production Services	20%
Project and Program Management	15%
Cost Offer	20%
TOTAL	100%

1.2.2 References

AOC may contact any customer of the Offeror, whether included in the Offeror's reference list or not, and use such information in the evaluation process. AOC may additionally choose to visit existing installations of comparable systems, which may or may not involve the Offeror's personnel. If the Offeror is involved in such site visits, the Offeror is responsible for its own travel costs.

1.2.3 Offer Clarification

AOC may contact an Offeror to clarify uncertainties or eliminate confusion concerning the contents of an offer. However, Offerors will not be able to modify offers due to of any such clarification request.

1.2.4 Exceptions to the RFP

Any exceptions to the RFP or any attachment thereto must be highlighted and included in writing in the offer as described in Section 4. This is inclusive of any exceptions to

Attachment 1: Master Services Agreement, Section 4.3 Implementation Services, Section 4.4 Production Services, Section 4.4.2 Service Level Agreement and Service Level Requirements, Section 4.5 Master Services Agreement, Section 4.6 Pricing, and Section 4.7 Exceptions and Assumptions. Acceptance of RFP exceptions is within the sole discretion of AOC.

1.2.5 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.

1.2.6 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.

1.2.7 Contract Award

AOC will initiate contract negotiations with the Offeror deemed to provide best value to AOC. If the selected Offeror and AOC fail to reach an agreement during contract negotiations, AOC may suspend negotiations with such selected Offeror and enter negotiations with another Offeror. Upon successful completion of contract negotiations, AOC shall proceed to contract award, subject to Quality Assurance Team review. The notice of award will be posted to the Supreme Court of Nevada's website at https://nvcourts.gov/AOC/Procurements/.

Section 2. Offeror Submission Instructions

2.0 Acknowledgement

In submitting an offer, each Offeror is presumed to:

- have read all sections of the RFP, including all forms, schedules, attachments, exhibits, and references;
- be fully informed as to all conditions and limitations; and
- be thoroughly familiar with all specifications and requirements of this RFP and the desired scope of services.

2.1 Offer Format

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

- be submitted in a searchable PDF for answers to section 4, and in Excel for answers to Attachment 3;
- include page numbers and contain a single organized, paginated table of contents;
- be organized according to the Offer Response Template provided in Table 3: Offer Submission Overview, in Section 2.3 Offer Submission Overview;
- not contain audio, video, or embedded fonts; and
- include Attachment 4: Cost Workbook as a separate, clearly designated file on the USB.

No pricing information may be included outside of Attachment 4: Cost Workbook. Pricing Submissions must be irrevocable through **October 15, 2022**.

2.2 Offer Submission Overview

Section 4: Offer Response sets the structure for organizing offers and for describing the proposed Solution. Offers must be organized according to the template.

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.

2.3 Delivery Instructions

Offers shall be submitted in sealed packages, plainly marked with the Offeror's name and with the title: "Requisition 22-002 Offer for Statewide Electronic Filing, Document Access, Redaction, and Forms Assembly System" clearly written on the face of the package. Offers must be sent by mail or delivered in person. Printed, 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 Table 4 by the date and time specified in the Anticipated Procurement Event Schedule. Offers received after the specified date and time will not be considered. There will not be a public opening of the offer Submissions.

Table 3: Offer Submission Information

US Postal Service	Overnight / Express Mail	Hand Delivery
Office of Court Administration	Office of Court Administration	Office of Court Administration
Attn: Justin Bell	Attn: Justin Bell	Attn: Justin Bell
408 East Clark Avenue	408 East Clark Avenue	408 East Clark Avenue
Las Vegas, NV 89101	Las Vegas, NV 89101	Las Vegas, NV 89101
		To arrange hand delivery of an offer, please contact Justin Bell at contracts@nvcourts.nv.gov.

Section 3. Scope of Work

3.0 Project Background and Objectives

AOC is procuring software, implementation services, hosting, and ongoing support and maintenance services from one Offeror who can provide all services or one Offeror, who may partner with other subcontractors, to deliver an integrated, end-to-end Solution that best meets AOC's requirements in accordance with the Statement of Work.

Upon contract award and execution, the Contractor will be responsible for implementing the Solution and making it available for use.

3.0.1 Project Scope

Table 4: In-Scope Project Description

Project Scope Includes

Implementation of the eFiling system product, inclusive of electronic filing, document access, redaction, forms assembly capabilities, and other features and requirements as identified in Attachment 3: Requirements Response Workbook.

The activities outlined in this document are specific to the implementation period, unless otherwise specified as Production Services.

Implementation services to design, develop/configure, and implement the Solution, inclusive of project management, Solution design requirements elicitation (elaboration on requirements defined in procurement at a system design level), development and configuration, data conversion (if applicable), integration, report development, testing, training, support (including a support center for all users of the system) and ongoing maintenance services.

The Offeror will propose how they will deliver a phased implementation approach for this project.

Integration with the following systems:

- Court case management systems;
- Nevada Courts payment processor;
- Electronic Filing Service Providers; and
- Forms management software.

Table 5: Out-of-Scope Project Components

Project Scope I	Excludes
-----------------	----------

Data Cleansing / Clean-Up

3rd Party Independent Verification and Validation services

3rd Party Organizational Change Management services

3.0.2 Current System Transaction Volume and Filing Trends

Total court case filing statistics can be found in The Nevada Judiciary 2021 Annual Report. The electronic version can be found at:

https://nvcourts.gov/Supreme/Reports/Annual Reports/2021 Annual Report/

3.1 Future State Environment

3.1.1 Primary Applications within Scope

The following is a list of core components of the current electronic filing system that are in scope for this solicitation effort.

- Electronic Filing Manager (EFM) An EFM is the system that accepts electronic
 documents from filers via EFSPs and direct API integrations, and securely distributes
 these documents to the appropriate CMS where they can be reviewed and accepted
 into the CMS of that court by the Clerk. The EFM also serves copies of documents as
 requested by the filer.
- Forms Assembly Module Forms Assembly is the system that provides tools for the creation of standard forms for self-represented litigants to use when preparing and submitting filings to the court.
- State-provided Electronic Service Provider (EFSP) In addition to commercial EFSPs, the eFiling system includes a 'State EFSP' provided by the EFM offeror for filers not using a commercial EFSP.
- Redaction The redaction module can be linked into other parts of the system and
 performs redaction services on documents. It allows documents to be automatically
 redacted or it can also present a user interface for the person requesting the
 redaction to review and adjust what the system redacts.
- Document Access Document Access is the system that provides access to a repository of documents and associated metadata, and enables users to search for documents, view associated filing data, and view documents. The system should allow each clerk to decide the model for implementation as follows:
 - Repository Model Document Access stores a copy of all accepted eFilings and metadata for users to search; or
 - Integrated Model Document Access stores a copy of all accepted eFiling metadata and metadata uploaded from the local CMS. Documents are stored in the local CMS and are requested real-time via an API.

The desired eFiling system technical architecture is depicted in the conceptual model included in the figure below.

Capabilities	Description
Redaction	Redaction component that reviews a document, marks redaction candidates, allows the user to add/modify/delete redaction candidates, burns in the redactions and then returns the redacted document to the calling component.

Capabilities	Description
Court Case Management Systems (software varies by jurisdiction)	The integrations between the EFM and the court case management systems need to be implemented using the current ECF standard.
EFSP's (software varies by provider)	The integrations between the EFSP's and the EFM need to be implemented using the current ECF standard.
(Payment Processor)	Used for acceptance of online payments. The eFiling system will coordinate/host the payment system.

3.1.2 Primary Applications for Integration

API and Web Service interfaces will need to be developed or modified for the following systems:

- EFiling Manager;
- Electronic Filing Service Provider;
- Nevada Courts payment Processing Engine;
- Case Management Systems;
- Document Access/Management;
- · Redaction; and
- Forms Assembly.

3.2 Project Stakeholders

Table 6: Stakeholder List

Actors (Roles)	Definition
AOC	Administrative Office of the Courts
Clerk	A Clerk maintains the record of the court; eFiling responsibilities include the review of incoming filings, ensuring that court systems and records correctly include the filing and providing access to that information to internal and external stakeholders/customers.
Filer	A Filer is a person or firm who files documents with the court using eFiling; filers can be attorneys or non-attorneys. A subtype of Filer is a "Direct Filer" who can file directly to the EFM through an API, without going through an EFSP.
Firm Administrator	A Firm Administrator is responsible for the configuration and account management for attorneys within a firm.
Forms Author	An individual who uses the Forms Assembly tool to create a forms template for use by Self Represented Litigants (SRLs) a/k/a Pro se Litigant (see definition below).

Actors (Roles)	Definition
Global Administrator	An administrator who can update configuration settings that can apply across the Solution and all user groups.
Judicial Officer	Officers of the courts, including judges, associate judges, and magistrates.
Jurisdiction Administrator	An administrator who can update configuration settings in the Solution that apply to impacted user groups only within a specific jurisdiction (e.g., within a court).
Pro se Litigant / Self Represented Litigant	Pro se Litigant / Self Represented Litigant is a person who is a party in a case and who has not engaged the services of an attorney for the purposes of representing himself/herself in court (including filing of documents); this person has the ability to file documents via eFiling system.
Public	Members of the general public have access to view filed documents and associated metadata that is deemed publicly available information.
User	This term is used when the action can be performed by any user in the system, regardless of role.

3.2.1 About the Nevada Courts

Much of the information contained in this section is summarized from publicly available sources. To gain a complete understanding of the Nevada State Judiciary, Offerors are encouraged to visit the Nevada Courts website: nvcourts.gov.

Nevada Court Structure with Court of Appeals Discretionary SUPREME COURT OF NEVADA Appeals/Assignment Comprised of 7 Justices, this is the State's ultimate judicial authority. All cases appealed from the District Courts will be filed with the Supreme Court. Some matters will be assigned to the Court of Appeals, based on Supreme Court Rule, and the remaining matters will be heard and resolved by the Nevada Supreme Court. Cases resolved by opinion at the Nevada Supreme Court are precedentsetting and become law. COURT OF APPEALS Comprised of 3 Judges, the Court of Appeals will hear categories of cases assigned to it by Supreme Court Rule. Most cases routed Non-Discretionary Appeals/Remands to the Court of Appeals will be decided and end there, as Supreme Court review of Court of Appeals decisions will be discretionary. DISTRICT COURTS These are courts of general jurisdiction where major civil, criminal, family, and juvenile cases are decided. Appeals of District Remands Court cases go to the Supreme Court. Non-Discretionary Appeals/Remands JUSTICE AND MUNICIPAL COURTS These are courts of limited jurisdiction where minor civil and criminal cases are decided. Appeals of Justice and Municipal Court cases go to the District Courts.

Figure 1: Organization of Nevada's Judicial System

3.2.1.0 Supreme Court

In addition to its adjudicative functions, the Supreme Court has many administrative duties. The Court makes the rules of practice and procedure governing trials and appeals in civil and juvenile cases in the State, the rules of administration for the Nevada Judicial System, and the rules for the Commission on Judicial Conduct, the State Bar of Nevada, and other state boards and agencies in the judicial branch of government. An important administrative function of the Supreme Court is the transfer of cases between the 14 Courts of Appeals to obtain a more equal distribution of workload in those courts.

3.3 Stakeholders

3.3.1 Administrative Office of the Courts

3.3.1.0 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 by: 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/.

3.3.2 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/.

3.3.2.0 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 the court's 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 an eFiling solution for courts and their clerks located in counties of various sizes and who have limited or no eFiling systems in place. eFiling solution Participation in the AOC-hosted eFiling solution will be mandatory for all trial courts. Each court and clerk will have the option to maintain existing, or implement additional, eFiling solutions outside of to the AOC-hosted eFiling solution. 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 administrators).

3.3.2.0.1 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.

3.3.2.0.2 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 if 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.

3.3.2.0.3 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.

3.3.3 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 the eFiling system to view and update filings and relevant documents, send notices and manage the filing process.

3.3.4 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 eFiling (e.g., removal of paper documents/files and increased automation).

3.3.5 Public

The AOC may provide online access to electronic filings.

3.4 Desired Future State Capabilities

3.4.1 Project Goals and Anticipated Benefits

The project's business objectives are to ensure the current benefits provided by the latest eFiling systems today, as well as improve on any known challenges. The anticipated outcomes of this project are the following:

Table 7: Anticipated Benefits of eFiling to the State of Nevada

Business Objectives and Expected Benefits	Project Outcome Measures
Increase efficiency and access to justice for filers	Provide a convenient way to remotely interact with Nevada courts
	Business can be performed 24/7/365
	 Business can be performed on holidays and during disaster scenarios such as wildfires, earthquakes and pandemics – continuity of operations
	Simplify and reduce time to obtain public record information
	Eliminate paper from court processes and reduce amount of paper storage
Improve efficiency of court operations and judges	 Attorneys and litigants will have greater access to filed documents without having to go to the courthouse to retrieve them
	 More efficient use of court staff by eliminating the requirement to manage paper documents and files
	 Provide staff immediate access to information and reduce in-person visits at the clerk's office enabling staff to respond to the public in a more timely and efficient manner
	 Provide optional status notifications by email for filings submitted, filings accepted, filings rejected, service undeliverable, and/or filing submission failed – which reduces phone calls
	 Allow judges quicker document access, which allows them to resolve cases more quickly
	Reduced printing and mailing costs
	Reduced physical storage costs for paper documents
Enable cost savings	 Save tax dollars by allowing courts throughout the State to eliminate paper and to run more efficiently
	 Staff is not needed to manually index paper documents
	 Allow users to send required preliminary and/or courtesy copies instantly at no charge
	Greater security of court documents in the event of disaster
Improve security	Access to documents is protected through role-based security permissions
of documents	 Processes such as expunction and redaction can be automated, reducing the likelihood that sensitive information is exposed
Accessibility of documents	 Paper documents are difficult to store, organize and search while eFiling enables easy search capabilities compared to finding and sifting through paper documents or cases
	 Request for paper documents may need to be processed, tracked, and responded to – increasing the time necessary before documents are available. eFiling eliminates this step and provides a self-service option for users instead

Business Objectives and Expected Benefits	Project Outcome Measures
Environmentally Friendly	 Eliminate the use of paper, toners, and ink for printers that use environment-damaging materials Reduce carbon emissions related to paper production, shipping, and travel
Improve data integrity	Reduce the need to manually enter data and information into systems which can cause transcription errors
Update terms and conditions	Improve terms and conditions that provide increased Contractor management capabilities and more stringent service level agreements
Improve automation of the sealing process	 Reduce risk that records may not be timely or properly sealed from the documents available through the electronic filing manager and document access system, as process to remove records is currently manual.
Improve the usability of the Review Queue for clerks	 More efficient processing of incoming filed documents Checking documents for compliance with set technical standards prior to presenting to the clerk for review
Provide a supervisory dashboard or similar mechanism that gives visibility into clerk activity	 Visibility and flexibility to dynamically assign filings to clerk staff with available capacity thereby improving efficiency of court operations Ability for court leadership to measure impacts of policy and procedure changes impacting core court filing processes
Enhance the usability for judges that must quickly review electronic documents in the courtroom	 Reduce need to produce paper convenience copies of filed documents Reduce court continuances Timely access to current documents

The diagram below provides an overview of capabilities to be supported by the Solution.

The Solution Capability Model was used to develop functional and technical requirements included in Attachment 3: Requirements Response Workbook of this RFP. A comprehensive list of all capabilities is outlined in the table that follows.

1.1 registration process 8 1.2 new case filings 1.3 supplemental filings 1,4 all case types 🐞 1.5 filers · 1.6 support prompting for filing type(s) and process any related business rules 1 allow electronic submission of court filings 1.7.1 collect filing fees . 1.7.2 distribute filing fees (could be in CMS) 1.7 fees 6 1.7.3 allow waiver requests 1,7,4 draw down accounts (maintained in CMS, not mandatory) 1.7.5 cash or check payments? @ 1.7.5.1 pay at court 2.1 individual filings 2.2 batch filings allow third-party submission of electronic filings on 2.3 initially just eFiling vendor provided EFSP behalf of case parties (EFSPs) 2.4 allow for additional EFSPs later 3.1.1 redaction 3.1.2 classification 3.1.3 quality checks 3.2.1 reject © 3.2.1.1 provide reason 3 provide automated workflow 3.2.2 accept @ 3.2.2.1 classification 3.3 judicial review 9 3.3.1 proposed orders 4.1.1 rejections with reason(s) 4.1.2 confirmations/receipt of filings 4.2 courtesy 8 4.2.1 notifications to multiple individuals 8 4.2.1.1 firm(s) 4 provide notifications 4.3 service 5.1.1 conform to ECF standards 5.1 CMS integration 6 5.1.2 sandbox 5.1.3 work with CMS vendors Electronic 5.2.1.1 PDF • searchable (desirable) **Court Filing** 5.2 DMS integration • 5.2.1 document format standards • 5.2.1.2 multi-media (exhibits) **Capabilities** 5 electronically enter filings into case management 5.2,1.3 configurable size limit 5.3.1 case info and document systems 5.3.2 party info 5.3.3 payment info 5.3.4 documents 5.3 data to include 5.3.5.1 received 5.3.5.2 accepted 5.3.6 etc. 5,3,7 develop a minimum set of data allow judges and clerks to process/manage e-filed 6.2 training cases and/or documents electronically 6.3 more and bigger monitors 7.1 access via eFiling system 7 allow electronic access to e-filed cases 7.2 access via public access system 8.1.1.1 no. of filings 8.1.1 statistical 8.1.1.2 reasons for rejection 8.1.1.3 etc. 8.1.2.1 monies collected in e-filing vs. what was captured in CMS 8.1 management reports @ 8.1.2 reconciliation

8.1.2.2 reconcile with bank transfers 8.1.2.3 etc. 8.1.3 audit 6 8.1.3.1 clerks who accept or reject 8.2.1 parties can see documents on their case(s) 8 allow for monitoring and oversight 8.3.1 tables 8 8.3.1.1 filing types 8,3 court policy 6 8.3.2 business rules 8.4.1 state Bar integration @ 8.4.1.1 disbarments 8.4.2 firms • 8.4.2.1 firm administrators

Figure 2: eFiling system Solution Capability Model

The descriptions included in the table below provide a general level of various business processes related to the filing of case documents in Nevada. The purpose is to provide context around relevant business processes that will be impacted by statewide electronic filing and document management. Specific business processes vary from court-to-court.

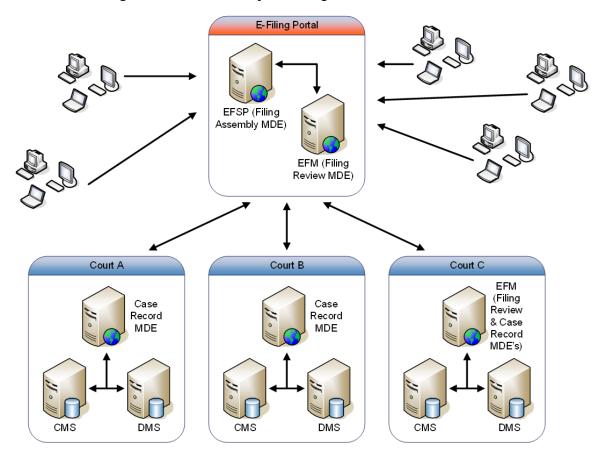
Table 8: Description of Processes That Will be Automated / Modified

Processes / Services	Description of Modifications/Automation	Stakeholders
Account Administration	Administers the Filing processes, such as Register Accounts, Administer Accounts, Manage ESFP Accounts, Manage Attorney & Firm Accounts, Manage Court Account, and Manage pro se Litigants	All users benefit from this native functionality within the system
Document Access	Provide access to accepted eFiled documents and associated metadata. Includes capabilities such as Search Documents, View Filing Data, and View Documents.	Attorneys, Clerks, Judges, AOC, Public, Press
eFiling Preparation & Submission	Supports eFiling preparation and submission from the filers Includes capabilities such as Prepare Single Filing, Prepare Bulk Filing, Prepare Pleadings, and Submit Filing.	Attorneys and Paralegals, Non- Attorney Filers, Public, EFSPs
eFiling Review & Acceptance	Supports eFiling review and acceptance from the electronic Filing Manager. Includes capabilities such as Route to Jurisdiction / Court (type), Queue for Review, Review Filing, Accept Filing, Reject Filing, Return Filing for Correction, Docket Filing, Digital Stamps, Provide Additional Clerk Services, provide eService, Facilitate eDiscovery, Route Proposed Order, and Prepare Citation.	Court Clerks, Judges, EFSPs
Fee Admin & Calculation	Supports fee administration and calculation. Includes capabilities such as Administer Fee Schedule, Assess & Invoice Fees, Void Fees, and Waive Fees.	AOC, Court Administration, Clerks
Forms Assembly	Use of standard forms by self-represented litigants to prepare and submit filings to the court. Includes capabilities such as Administer forms for use by pro se litigants, Prepare Forms, and Submit Forms.	Public
Integration	Related to maintaining the integrations within the system such as integrations between the Court Case Management System and the Document Management System (DMS), integration with the external EFSPs and the EFM, integration with the payment adaptor (Nevada Courts payment portal), and integration with the redaction utility.	All users benefit from this native functionality within the system

Processes / Services	Description of Modifications/Automation	Stakeholders
Process Automation & Orchestration	The ability of the system to leverage workflow tools and business rules engine to automate processes and actions within the system. Includes capabilities such as Process Business Rules, Deliver Required Notifications, and Apply Electronic Signature.	All users benefit from this native functionality within the system
Records Management	Ensures that records retention rules can be configured in the system and subsequently enforced. Includes capabilities such as Archive Records, Retain Records, Purge Records, and Seal / Expunge Records.	AOC IT, Court IT, AOC Legal
Redaction	Blocks access to selective protected content within filed documents. Includes capabilities such as Redact Automatically, Redact Manually, and Preview Redaction.	Attorneys, Clerks, EFSP
Reporting	Enables the export of data from within the system. Includes Provide Standard Reporting and Provide Ad Hoc Reporting.	All users benefit from this native functionality within the system
Solution Administration	Includes managing technical, back-end system components to ensure smooth operation and availability of the system. Includes Federated Identity Access Management, Enforce Security, Administer Certificates, Monitor System Health, Execute Quality Control Procedures, Administer Configuration, and Perform Audit.	AOC IT, Court IT, AOC Legal

3.4.2 Future State Conceptual Solution Model

Figure 3: Future State System Diagram



Section 4. Offer Response

The contractor will accept the requirements in 4 as described or propose and explain alternate language for each section. Clearly identify the change requested.

50 pages for the response is a good target. (Excludes requirements, MSA, SLAs and pricing.)

4.0 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.

4.1 Company Details

4.1.1 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.

4.1.2 Company Background

Recent Contracts

- o 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.
- o 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.

4.1.3 Staffing Requirements

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

Contents must include the following:

- 1. Offeror must demonstrate that it can provide the project team necessary to implement the eFiling system. To demonstrate the strength of your project team, provide the following information:
 - a. Project staffing roster with roles/responsibilities for each proposed key project team member;
 - b. 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;
 - c. Describe 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 and criminal history investigations upon request. AOC also reserves the right to interview and approve or deny any proposed project team members or subcontractors.

4.2 Solution Overview

Offerors must provide an overview of the offered Solution and any differentiators that would be useful to AOC to understand during the evaluation of your offer. Response to this section is limited to five (5) pages (excluding responses to requirements in Attachment 3: Requirement Response Workbook).

4.2.1 Implementation Overview

The Offeror shall demonstrate a clear and concise understanding of the project and clarify any major risks or concerns. This section shall include a narrative overview of how the proposed Solution will be implemented to optimally meet and/or exceed the AOC's requirements.

The Contractor's proposed deployment approach and schedule shall generally align with the approach listed below, which reflects the phases and deliverables outlined in this SOW.

- Project Initiation
- Analysis and Design
- Execution
- Testing
- Training
- Cutover
- Closeout
- Production Services

4.2.2 Products/Components 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. Summarize the overall end-to-end functionality of the offered Solution to meet the requirements as defined in Attachment 3: Requirements Response Workbook.

Additionally, identify any unique aspects of your Solution components and overall functionality that differentiate it from other market offerings.

4.2.3 System Architecture and Technology

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 many local jurisdictions across the State of Nevada.

Describe the proposed hosting environment, including experience hosting other customers in that environment.

Describe the benefits of this architecture for AOC and jurisdictions, as well as any constraints or risks that will need to be addressed to ensure the success of the architectural approach.

Provide diagrams as needed to illustrate the Solution's proposed architecture. At a minimum, provide functional and technical view diagrams of the Solution's proposed architecture.

4.2.4 Requirements Response Workbook

Offeror shall complete and submit the Requirements Response Workbook according to the instructions provided in Attachment 3: Requirements Response Workbook. The workbook provides AOC's detailed functional and technical specifications for the eFiling system. Offerors shall code each requirement according to the instructions provided in the workbook.

4.2.5 Offeror Response to Statement of Work

There are two areas for Offeror Responses

1. SOW Text

The contractor will accept the requirements in 4 as described or propose and explain alternate language for each section. Clearly identify the change requested.

Note: AOC prefers conformance with the provided SOW Text. Proposed changes by Offeror may impact evaluation scoring of the subject offer.

2. Additional Offeror Responses

To assist in the evaluation of the offer, this section allows Offeror to elaborate on the proposed approach the Offeror will follow. Offeror shall insert additional lines as required when responding to specific instructions in this section. In addition, Offeror shall provide deliverable samples from previous projects as outlined in the following sections as appropriate.

 Note: This material may be used as additional input to the SOW included in the final contract.

Accepted responses for Section 4.1.3 (Key Implementation Service Team Members), Section 4.3 (Implementation Services), and Section 4.4 (Production Services) shall be included in Exhibit 2 (Statement of Work) of the MSA.

4.3 Implementation Services

For each of the following sections please review the associated text 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.

4.3.1 Project Initiation

4.3.1.0 SOW Text

AOC expects that the Contractor will work with necessary parties to implement an eFiling system. The Contractor will be responsible for transition planning activities:

Preparation – Conduct planning meetings with AOC and other stakeholders as required to confirm the schedule, plans, documentation, and logistics for the project.

Project Kickoff – Within thirty (30) days of contract execution, conduct a project kickoff meeting with key stakeholders to provide an overview of the project scope,

objectives, plans, and schedule, introduce the Contractor's project team, clarify roles and responsibilities, and outline project start-up procedures.

Project Management– Create and maintain a Project Management Plan to include:

- 1) Project Kickoff Materials –project goals, expected business outcomes, and key project information for stakeholders.
- 2) Risk and Issue Management Plans & Logs
- 3) Change Management Plan
- 4) Deployment Plan
- **5)** Baseline Project Schedule –work plan and schedule, including Gantt chart(s) and a project calendar in Microsoft Project.
- 6) Configuration Management Plan
- 7) Stakeholder Outreach and Communication Plan including stakeholder groups that are outside of AOC but are impacted by the eFiling system. Plan must include weekly updates, status reporting, status meetings, risk and issue monitoring, and integrated change management activities.

Contractor's Project Manager will lead weekly update meetings and participate in Project Steering Committee meetings and other meetings as required.

Deliverable Expectation Documents (DEDs) - Define the approach and criteria for satisfactory completion and approval of all deliverables defined in the contract.

Deliverable Acceptance Criteria

Note: AOC must formally approve each document before final acceptance of the deliverable.

4.3.1.1 Additional Offeror Response:

Offeror shall describe the following:

- Project Management Approach The Offeror should describe their approach to overall project management and integration of all activities required by the scope of work. This section should include:
 - a. Project Management Methodology (and compliance with Project Management Institute standards).
 - b. Communications Management Approach.
 - c. Issue Resolution Methodology.
 - d. Risk Management Methodology:
 - i. Describe approach to risk management.
 - ii. The Offeror shall identify key implementation risks and risk mitigation strategies of the Solution based on prior Offeror experiences.
 - iii. Offeror shall provide a sample risk register that will be used throughout project implementation to identify, monitor and control risk.
 - e. Quality Management Methodology:

- i. Description of quality management approach and methodology.
- ii. Proposed metrics for reporting on quality throughout the project.
- f. Change Control Methodology:
 - Recommendations on governance and how the Offeror will help ensure the required structure and processes are in place and supported throughout the implementation.
- 2. Provide a preliminary, high-level schedule for the eFiling system project:
 - a. Method used to estimate the project level of effort and schedule.
 - b. Offeror shall submit an implementation schedule and high-level work plan to meet the requirements and deliverables of this solicitation.
 - c. The schedule should identify an overall timeline, with key start dates and end dates for major project milestones.
 - d. The work plan shall provide tasks, durations, key deliverables, and key milestones that correspond to the project schedule, deployment approach proposed, and deliverables proposed.
 - e. Key schedule / work plan considerations:
 - i. Schedule milestones should correspond with the deliverable milestones required in this SOW.
 - ii. Offeror must include reasonable and incremental review periods for Deliverables Expectations Document (DED's) and deliverables that allow sufficient time for both AOC review and Offeror to update deliverables based on AOC review feedback.
 - iii. Offeror must clearly plan for and indicate slack/contingency in the project schedule to account for potential delays or issues.

3. Deployment Strategy:

- a. Offeror must provide their proposed Deployment Strategy for the future system, including a narrative that describes the implementation lifecycle that includes the project initiation phase, analysis and design phase, execution phase, test phase, training phase, and cutover phase.
- b. AOC's preference is for the implementation to occur iteratively.
- c. Offeror should describe whether development approach will be Iterative Waterfall, Agile, or other hybrid and fully describe all stages of development and major activities that shall occur.
- d. Describe in detail how the Offeror will organize its team and leverage its methodology to deliver the Solution.
- e. Describe how the Offeror proposes to execute a phased approach with AOC and the respective courts', ESFPs', and CMS Vendors' project teams to seamlessly transition to the required support structures and processes with minimal business disruption.

- f. Include any and all assumptions the Offeror is making with respect to AOC's or other external stakeholders' role/staffing as well as the role and contribution of any key third parties or the Offeror is including in its proposal.
- g. Describe how the Offeror proposes to continue to implement subsequent phases while simultaneously providing the necessary site support for phases that are already in/have just gone into production.

4. Configuration Management:

- a. Offeror shall describe the configuration management process and any actions that will be required of the AOC, EFSPs, Nevada.gov, and individual jurisdictions. Identify any specific skills that would be needed by those staff performing configuration changes.
- b. Offeror shall describe the tools, environment, and infrastructure required for the execution of configuration management activities to be completed by AOC, EFSPs or individual jurisdictions.
- c. Offeror shall describe the methods for identifying project configuration items and for placing and managing them in the configuration register.
- d. Offeror shall describe the methods for conducting configuration audits and reviews to be held during the project.
- e. Offeror shall describe the methods for configuration release management controls between environments.

4.3.2 Analysis and Design

4.3.2.0 SOW Text

The Contractor shall perform eFiling system analysis and design activities to validate the Solution's requirements and confirm the future state conceptual design. Conceptual design documentation shall account for differences across jurisdictions (as necessary).

This deliverable requires completion of the following steps:

- 1. Validate the Contractor's understanding of the requirements and submit an updated Requirements Traceability Matrix.
- 2. Conduct joint application design sessions with AOC and appropriate stakeholders to define design-level requirements for the future state.
- 3. Create future state Conceptual Design Documentation.

4.3.2.1 Additional Offeror Response:

- 1. Identify any constraints and risks associated with the Solution requirements and interfaces anticipated in this project, and how the Offeror will address these to ensure successful implementation and deployment.
- 2. Offeror shall describe the method for maintaining requirements traceability throughout the development process.
- 3. Describe Offeror's approach to requirements gathering (e.g., design-level requirements) that should address the following:

- a. 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.
- b. 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.
- c. Approach to documenting conceptual design-level requirements. 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 (i.e. user stories, backlog).
- d. 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.

4.3.3 Execute

4.3.3.0 SOW Text

The Contractor shall perform all necessary execution activities to implement the Solution, including integrations with external systems and converted data.

The Contractor shall host, operate, administer, and maintain the Solution at a facility owned and administered by the Contractor or one of its Subcontractors, or through an alternative cloud/SaaS offering to be identified in the offer.

This deliverable requires completion of the following steps:

- 1. Develop the Solution Implementation Plan.
- 2. Develop the Help Desk Support Plan.
- 3. Develop the Solution based on the requirements of the SOW and detailed design requirements identified in the previous phase through configuration, interface development, and other applicable development-related activities according to the Contractor's software implementation methodology.
 - 3.1. The Contractor shall integrate all components of the eFiling system, inclusive of any third-party software included as part of the overall Solution. The Contractor shall create interfaces with jurisdiction-level applications (i.e., court case management systems), Electronic Filing Service Providers, and other external systems.
- 4. The Contractor shall provide first-level end user Help Desk support for State EFSP, Document Access, Forms Assembly, and Court users. The Contractor shall provide Help Desk support for commercial EFSP providers. Commercial EFSPs shall provide direct Help Desk support for end users of such commercial EFSPs.
 - 4.1. The Help Desk will log all reported problems, and either resolve the problem directly or escalate to specialists including the Contractor's resources or third parties agreed upon with AOC.

- 4.2. The Contractor shall provide multiple alternative communication channels to the Help Desk, including telephone services, email, real-time chat, and a web form contact process.
- 4.3. To support effective communication with AOC, the Contractor will assign a single point of contact for AOC.
- **5.** The Contractor shall provide maintenance and support of the Solution for the period defined in Attachment 1: Master Services Agreement.

The Solution Implementation Plan shall include:

1) Contractor shall provide the following sub-component plans that describe the following (at a minimum):

a) Security Plan:

- Approach for monitoring eFiling system security, including how it complies with National Security standards.
- ii) Approach for keeping eFiling system security capabilities current with evolving known and potential security threats.
- iii) Security incident response plan details that describe the following (at a minimum):
 - (1) security roles and responsibilities, key terms governing incident response, identification of an incident response lead, and incident detection channels.
 - (2) Strategy to identify and categorize incidents.
 - (3) Process to communicate, contain, eradicate, and recover from incidents.
 - (4) Post-incident activities to ensure continuous security improvement.

b) <u>Disaster Recovery & Business Continuity Plan:</u>

- i) Approach for initiating disaster recovery and/or business continuity procedures to be undertaken in the event of a disaster affecting the eFiling system.
- ii) Approach for ensuring all information necessary to restore operational service in the event of a disruption are correct and up to date.
- iii) Functional roles and responsibilities of recovery teams.
- iv) Description of recovery scenarios that can be implemented.
- v) Recovery activities to be exercised and frequency of testing.
- vi) Description / location of data backups, inventories, or other related documentation that must be recorded.

c) Infrastructure Services Plan:

- i) Definition of each eFiling system environment (e.g., production, staging, test, etc.).
- ii) Approach for maintaining application and infrastructure component consistency across all eFiling system environments.
- iii) Approach for certifying and/or providing quality assurance of eFiling system environments.

- iv) Approach for managing programming environment changes including management of test and deployment of new releases while maintaining capacity to apply hotfixes to production.
- v) Approach for communicating and supporting testing of eFiling system environments with external organizations/systems.
- vi) Approach for establishing initial capacity and anticipated growth requirements for eFiling system including but not limited to storage, processing and network bandwidth.
- vii) Approach to performance tuning to ensure the Solution operates optimally and within defined serviced levels, Services shall include (at a minimum):
 - (1) Impact analysis of upcoming patches and upgrades;
 - (2) Modifications to Contractor-provided components and configurations to support upcoming patches and upgrades;
 - (3) Testing and deployment of patches and upgrades in all environments;
 - (4) Continuous health checks of the production system;
 - (5) Continuous tuning and other required system level administration;
 - (6) Recommendations for system performance tuning; and
 - (7) Application modifications required to support scheduled infrastructure upgrades.
- viii) Approach for monitoring on-going usage and growth patterns of eFiling system resources including for cumulative growth and peak usage patterns.
- ix) Approach for deployment of additional capacity as specified in the original plan and per the results of on-going capacity monitoring.
- x) Approach for preventative and unplanned services to eFiling system services.
- xi) Documentation of third-party infrastructure service providers and associated communication and management processes.
- xii) Communication protocols inclusive of AOC, Courts, EFSPs, and filers for infrastructure services.
- 2) Contractor shall create a **Cutover Plan** that includes (at a minimum):
- 3) Cutover Plan Contractor shall perform go live cutover planning activities to assess transition readiness, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered for individual deployments. Additionally, Contractor shall provide a preliminary cutover schedule that clearly defines key milestones, deliverables, tasks and responsibilities. The Cutover Plan will be updated prior to go live.
- 4) Cutover milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.
- 5) Pre-cutover checklist and post-cutover evaluation criteria.
- 6) Transition readiness assessment, including the preliminary schedule, rollback strategy, assessment scorecards, and defined critical readiness criteria that will drive

go / no-go decisions related to overall readiness / preparedness for going live on eFiling system.

4.3.3.1 Additional Offeror Response:

The Offeror shall provide the following information in its Offer:

- 1. Development Approach:
 - a. description of configuration methodology and approach to configuration;
 - b. description of any development approaches and tools used to script, code, or otherwise "develop" the Solution (outside of configuration) that may be necessary to meet the AOC's requirements; and
 - c. description of any major components of the Solution that may require customization of the proposed base product.

2. Systems Integration:

- a. Offeror shall describe their overall approach and strategy for integrating the proposed Solution into the existing statewide environment (CMS, other eFiling implementations, etc.) and provide an architectural diagram of the proposed environment.
- b. Level of interoperability between the different components of the Solution and how that will be achieved (eFiling, Forms Assembly, Document Access, Redaction).
- 3. Trainings and Work Sessions:
 - a. Offeror should describe anticipated trainings and work sessions with CMS vendors, Forms Assembly administrators, and court staff to ensure successful application implementation and interface development.
- 4. Help Desk Support:
 - a. Describe Offeror's customer support programs or communities, such as user groups or forums (in-person and/or online), that will be available to end-users and technical support staff.
 - b. 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.

4.3.4 Testing

Note: Defects and associated terms are defined in Attachment 2 – Service Level Agreement

The Offeror must define their approach and methodology to testing in order to accomplish the required activities and objectives including:

- 1. Testing Methodology:
 - a. describe its plan for tracking expected versus actual test results, and for tracking all defects and associated resolutions.

- b. describe its defect prioritization, time to resolution, escalation, and implications on any process and contractual obligations such as acceptance periods.
- c. describe its approach for testing during the project to verify that functionality being developed is consistent with the functionality expected by system users.
- d. include a high-level testing plan aligned with Offeror's proposed implementation approach for this project.
- e. describe approach to Issue Management and Resolution (to include Offeror definition of a "defect" and an "enhancement")
- 2. Training: describe anticipated trainings and work sessions with EFSPs, CMS vendors, Forms Assembly administrators, and court staff to test the Solution.

3. UAT:

- a. describe its approach for supporting UAT.
- b. describe its plan for developing UAT test cases for AOC, tracking expected versus actual test results, and for tracking all errors, problems, and associated resolutions.
- describe approach for testing during the development of the application to verify that functionality developed is consistent with that expected by system users and ensuring proper test coverage.
- d. include a high-level UAT testing plan.
- 4. Approach to developing the following for system test & UAT:
 - a. Test Plans.
 - b. Test Scripts.
- 5. Describe the entrance and exit criteria for each test phase (e.g., Development/Unit Test, System Test, UAT, Performance Test, etc.).
- 6. Describe the roles AOC or other stakeholders are expected to perform during each test phase. Offerors should clearly identify the activities AOC or other stakeholders will be responsible for performing. Avoid generic terms, such as "jointly" and "collaborate."

Table 9: Scope of Testing for eFiling system

Testing	Definition	Participants	Timing
Unit Testing	Test the individual units of source code or smallest portion of the Solution that will be included in the unit test.	Contractor	During the Execution Phase
Integration Testing	Test an assemblage of units to ensure they work properly together. The Contractor shall perform integration testing to validate the successful exchange of information between eFiling system and all interfacing systems. The Contractor shall coordinate interface testing third party	Contractor, EFSPs, CMS Vendors	During Interface Development and System Testing

Testing	Definition	Participants	Timing
	entities, including but not limited to, EFSP providers, courts and court CMS providers.		
System Testing	Test the entire Solution including components to be integrated on the hosted platform. System tests are executed with functional requirements and address the information flow in the system.	Contractor, EFSPs, CMS Vendors	Occurs once development is "code complete"
	The Contractor shall perform end-to-end system testing and resolve any defects discovered until test results demonstrate the successful operation of the system.		
Security / Intrusion Testing	Test the authentication, authorization, and data protection of the application.	Contractor, EFSPs, CMS Vendors	Must be completed prior to cutover
User Acceptance Testing (UAT)	Validate end-to-end business processes, comparing actual vs. expected results. Support UAT testing activities conducted by AOC and business stakeholders. Resolve defects to ensure the system functions properly and meets the acceptance criteria.	AOC & Business Stakeholders	Occurs after System Testing and Prior to go live
Stress/Performance Testing	Test 'transaction processing' capacity of the 'system' (processes, applications and infrastructure) with standard, increased and decreased workload. The Contractor shall conduct performance testing to validate the full-scale use of the system by all courts and filers, including the anticipated growth in the number of users, documents, and storage requirements. The Contractor shall continue testing until performance measures are met. The Contractor shall work with third-party	Contractor	Part of System Testing; must be completed prior to UAT
	resources to perform a network analysis to determine any likely network deficiencies leading to poor system testing results.		
Regression Testing	Retest a previously tested 'system' following modification to ensure that faults have not been introduced/uncovered as a result of the changes. Common tests include re-runs of previous functional tests and checks of re-emerging of previously fixed faults.	Contractor	Between Phased Deployments

4.3.5 Training

Describe the approach and ability of Offeror to satisfy the training requirements. Including:

- 2. Offeror should identify the types of training proposed, such as:
 - a. Initial Product Training;
 - b. Train the Trainer sessions;
 - c. Configuration Training sessions; and
 - d. Application and System Administration Training sessions.
- **3.** Offeror should describe the types of Offeror's documentation that can be leveraged for training and knowledge transfer activities;
- **4.** 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
- **5.** 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.

4.3.6 Cutover

4.3.6.0 SOW Text

This deliverable requires completion of the following steps:

- 1. Finalize and execute the set of activities identified in the Cutover Plan whereby the eFiling system will be deployed in groups of jurisdictions over time.
 - 1.1. The Contractor shall confirm the overall readiness of the hosted infrastructure and/or other third-party provided components to support the eFiling system application and operation.
- 2. Submit updated versions of previously developed plans to reflect activities to be undertaken as part of production support including:
 - 2.1. Risk and Issue Management Plans
 - 2.2. Integrated Change Management Plan
 - 2.3. Deployment Plan
 - 2.4. Configuration Management Plan
 - 2.5. Stakeholder Out.reach and Communication Plan
 - 2.6. Security Plan
 - 2.7. Disaster Recovery and Business Continuity Plan
 - 2.8. Infrastructure Services Plan
 - 2.9. Help Desk Support Plan
 - 2.10. Test Plan
 - 2.11. Training Planning, Curriculum, and Materials

- 3. Submit the final As-Built System documentation.
- 4. Submit the Cutover Completion Report.
 - 4.1. The Contractor shall start providing Production Services once the first site is in production.
 - 4.2. The Contractor shall monitor the production Solution to report on operations and performance metrics against service levels requirements defined in Attachment 2: Service Level Agreement, transaction volumes, and status of application support and problem management activities.
- 5. The Contractor shall provide a real-time Service-Level Performance Dashboard for AOC to monitor performance against the Attachment 2: Service Level Agreement and associated Service Level Requirements. Results may be used to:
 - 5.1. Create actionable strategies and remediation plans;
 - 5.2. Communicate and manage contract performance; and
 - 5.3. Enhance relationship management through open performance communication.
- 6. The Contractor and AOC will agree on additional points of contact and a reporting structure and schedule to support day-to-day operations and reviews of the Contractor's performance. These may include technical, financial, and service level requirements reviews as well as the resolution of other operational issues.
- 7. Reporting structures will be documented and maintained by the Contractor in an online repository accessible to AOC's management team. A regular meeting schedule will be established for the reporting levels outlined in this document. The Contractor must provide processes and procedures that can be used to manage day-to-day relationships in meeting Service Level Requirements and shall include:
 - 7.1. Escalation;
 - 7.2. Contract change management; and
 - 7.3. Performance reporting (e.g., Service Level Requirements (SLRs), project status, outstanding service request status) as outlined in Attachment 2: Service Level Agreement.

The Contractor shall provide tools and training methods for clerks, filers and general users as eFiling system is updated and new users are onboarded.

Additional Offeror Response:

- 1. Offeror shall describe the approach for cutover and activities required to begin production use of the eFiling system. The approach shall include the following:
 - a. Key activities.
 - b. Critical success factors.
 - c. Roles and responsibilities (for both the Offeror and AOC).
 - d. Acceptance criteria.
- 2. List and describe documentation that will be provided, including the medium 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, particularly documentation following implementation and system upgrades.
- 3. Describe how as-built documents will be updated over time.
 - Describe the approach to provide ongoing training for clerks, filers and general users as the eFiling system is updated and new users are onboarded.
- 4. Describe the production services to be provided to AOC, including any assumptions for the provision of services. 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 shall describe root cause analysis approach and how corrective/preventative measures are taken. Provide sample reports related to service level management.
- 5. 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. Describe product management's strategy for customer alignment and engagement, release cadence, communication process, training plans, and risk mitigation plans to support EFSP's and CMS vendors impacted by releases.
- 6. Describe Offeror's approach for maintaining technical currency and anticipated major releases for the next two years and how those releases will impact the eFiling system.

4.3.7 Closeout

4.3.7.0 SOW Text

The project shall remain active until all deliverables have been accepted in accordance with acceptance criteria. Once achieved, the project shall enter the Project Closeout phase.

This deliverable requires completion of the following steps:

- 1. Complete project closeout and production readiness activities. Ensure the following have been addressed:
 - 1.1. AOC has accepted all deliverables.
 - 1.2. All outstanding issues and defects have been resolved or addressed.
 - 1.3. The Contractor project team has documented the lessons learned or best practices identified during the project.
 - 1.4. All project artifacts have been placed in the project repository.
 - 1.5. Transition has been completed to operations, maintenance, and/or business.
 - 1.6. Transition Open Defects to Support any noted deficiencies will be enumerated and provide the action plan and timing for correction of each.
 - 1.7. Contractor shall transfer knowledge to the eFiling system support staff.
- 2. Participate in lessons learned activities led by AOC
 - 2.1. The purpose of lessons learned activities is to help the project team and stakeholders share knowledge gained from the project to facilitate repeating

desirable outcomes and improvements for future projects and avoiding undesirable outcomes.

3. Business Outcomes Review

Contractor shall provide data needed for the Post Implementation Review (PIR) as part of support and maintenance. The PIR will align project activities and business outcome measures. Data provided will measure progress towards achieving business outcomes defined in the Business Case.

4.3.7.1 Additional Offeror Response:

- 1. Offeror shall describe the process to define metrics to measure business outcomes and validate achievement.
- 2. Offeror shall describe approach to perform knowledge transfer to the eFiling system support staff.

4.4 Production Services

The Offeror will be responsible for providing ongoing production operations and maintenance services once the first site is in production.

A final comprehensive list of services will be included as an agreement in the contract between AOC and Contractor.

4.4.1 eFiling system Production Services

4.4.1.0 SOW Text

The Contractor shall be responsible for providing ongoing production services as agreed to in the final contract and the updated plans listed in Section 4.3.6 Cutover above once the first site is in production. Contractor shall update the plans annually or as otherwise mutually agreed upon in the Agreement.

1.a Service Level Agreement and Service Level Requirements

4.4.2 Service Level Agreement and Requirements

Attachment 2 – Service Level Agreement and Attachment 2.1: Service Level Requirements workbooks are to be attached to the Service Level Agreement describing AOC's Service Level Requirements. The Offeror shall describe any exceptions to service level requirements and provide a justification for each exception. If the Offeror takes no exceptions to the service level requirements, state "none".

Table 10: Service Level Requirements Exceptions

SLR-ID	Proposed Change(s)	Justification(s)	

4.5 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 PROVISIONS OF THE MSA ARE NON-NEGOTIABLE: ARTICLES 10 (INVOICING AND PAYMENT), 11 (E-FILING DATA AND OTHER CONFIDENTIAL INFORMATION), 13 (REPRESENTATIONS 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 THAT THE OFFEROR WILL NOT TAKE EXCEPTION TO 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.

4.6 Pricing

Offeror shall complete and submit the Cost Workbook (Attachment 4: Cost Workbook) according to the instructions provided in the workbook.

The Cost Workbook provides the framework for providing detailed cost information for the implementation project delivered in Year 1 and the ongoing operations costs for Years 2 thru 11. The Cost Workbook must be the only document containing proposed cost information in the offer.

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

Tab # Cost Workbook Tab Title

1 Instructions
2 Total Price
4 Implementation Services
5 Production Services
6 Pricing Assumptions
7 Hourly Rate T&M Services

Table 11: Cost Workbook Structure

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

4.7 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**.

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

Section 5. Glossary

Term / Acronym	Definition
ADA	Americans with Disabilities Act
AOC	Administrative Office of the Courts
API	Automated Programming Interface
Authorized User(s)	Means, unless otherwise indicated, all Courts and any individual, system or Entity authorized to access, use or file Documents and use the Services provided by Contractor under the Agreement.
BAFO	Best and Final Offer
Baseline Schedule	The approved version of a schedule that can be changed only through formal change control procedures and is used as a basis for comparison to actual results
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	A Clerk maintains the record of the court; eFiling responsibilities include the review of incoming filings, ensuring that court systems and records correctly include the filing, and providing access to that information to internal and external stakeholders.
CMS	Case Management System
Contractor	Offeror that has been selected for contract award
COTS	Commercial Off the Shelf
Courts	Refers to all trial courts in Nevada, composed of district, justice and municipal courts.
DED	Deliverable Expectation Document
Defect	Any bug, error, malfunction, adverse data condition, or other performance interruption that causes the system to fail to operate in conformance with Contractor's then-current published specifications, but that does not cause a complete application outage.
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.
DR	Disaster Recovery
ECF	Electronic Court Filing standard
EDMS	Electronic Document Management System
eFiling system or Solution	Statewide cloud-based, COTS electronic filing system, a document access system, a redaction component, and a forms assembly solution, as defined in Section 1.1.1.
EFM	Electronic Filing Manager
EFSP	Electronic Filing Service Provider

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
Filer	adversely impacts business in a crucial or critical manner. A Filer is a person or firm who files documents with the court using eFiling; filers can be attorneys or non-attorneys. A subtype of Filer is a "Direct Filer" who can file directly to the EFM through an API, without going through the EFSP.
Firm Administrator	A Firm Administrator is responsible for the configuration and account management for attorneys within a firm.
FY	Fiscal Year. The Nevada state Fiscal Year is July 9/1 to 8/June 310.
Global Administrator	An administrator who can update configuration settings that can apply across the Solution and all user groups.
GRA	Global Reference Architecture
JDW	Judicial Data Warehouse
JP	Justice of the Peace
Judicial Officer	Officers of the courts including judges, associate judges, and magistrates.
Jurisdiction	Generally, the scope of a court's powers, including: the geographic region it covers, and its authority to handle a case based on the case's subject matter and/or the potential dollar amount of damages at stake.
Jurisdiction Administrator	An administrator who can update configuration settings in the Solution that apply to impacted user groups only within a specific jurisdiction (e.g., within a court).
KPI	Key Performance Indicator
MS	Microsoft
NIEM	National Information Exchange Model
NIGP	National Institute of Governmental Purchasing
NIST	National Institute of Standards and Technology
Non-Essential Functionality	All existing system functionality that is not included in Essential Functionality.
Non-Negotiable Provisions	Articles 11 (INVOICING AND PAYMENT), 12 (E-FILING DATA AND OTHR CONFIDENTIAL INFORMATION), 14 (REPRESENTATION, WARRANTIES AND COVENANTSS), 16 (INDEMNITIES), 17(LIABILITY), 18 (DISPUTE RESOLUTION), and 19 (TERMINATION) of the MSA.
NAC	Nevada Administrative Code
Offeror	Entity submitting an offer in response to the RFP
PCI	Payment Card Industry
PIRBO	Post Implementation Review of Business Outcomes
PM	Project Manager
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMLC	Project Management Life Cycle
Prime Contractor	In the event a Solution is proposed by more than one party as described in Sec. 1.2.12, 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.

Pro se Litigant / Self Represented Litigant	Pro se Litigant / Self Represented Litigant is a person who is a party in a case and who has not engaged the services of an attorney for the purposes of representing himself/herself in court (including filing of documents); this person has the ability to file documents via the eFiling system.
Public	Members of the general public have access to view filed documents and associated metadata that is deemed publicly available information.
QAT	Quality Assurance Team
RCA	Root Cause Analysis
RFP	Request for Proposal
RPO	Recovery Point Objective
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective
SaaS	Software as a Service
SC	Steering Committee
SDLC	Software Development Lifecycle
SLR	Service Level Requirements
SOW	Statement of Work
System	A fully functional application, including any related hardware and software required to satisfy the terms of the RFP.
TBD	To Be Determined
UAT	User Acceptance Test
UI	User Interface
WBS	Work Breakdown Structure
WCAG	Web Content Accessibility Guidelines