



**Nevada Administrative Office of the Courts**  
**Request for Proposal No.: 26-004**  
***Request for Proposal (RFP) for Statewide Audiovisual System Solutions***

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**Release Date: 07/14/2025**

**Deadline for Submission: 08/15/2025 @ 5:00 pm Pacific Time (PT)**

**Single point of contact for the solicitation:**  
**Yesenia Pacheco, MBA, Contracts and Grants Officer**  
**Email Address: [contracts@nvcourts.nv.gov](mailto:contracts@nvcourts.nv.gov)**

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## **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) is a judicial branch department that supports the Supreme Court of Nevada and promotes the effective functioning of the state's judicial system. The AOC strives to serve as an influential and respected voice for the Nevada Judiciary.

The AOC seeks a qualified vendor to provide a comprehensive audiovisual and digital courtroom solution for the modernization of the Nevada Supreme Court's courtrooms in Carson City and Las Vegas. This single-vendor contract will deliver an integrated system design, installation, and ongoing support to replace the Court's aging A/V infrastructure. The new solution must support simultaneous in-person and hybrid proceedings and offer at least near-real-time transcript production—all while maintaining ease of use for non-technical staff and protecting the integrity of court proceedings through a combination of on-premise and cloud-based technologies.

The AOC invites experienced and innovative vendors to propose tailored, cost-effective solutions that meet the technical and functional requirements outlined in this RFP and contribute to the advancement of Nevada's judicial technology infrastructure.

#### **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.

#### **1.0.3 Guiding Principles**

The following are the guiding principles of the Audiovisual System Solutions:

- Enhanced Efficiency: Streamline courtroom operations, enabling centralized or single-technician control across both locations.
- Improved Accessibility: Provide assisted listening devices and ensure full ADA compliance to support all participants, including individuals with disabilities.
- Standardized Technology: Align audiovisual systems across both courtrooms to promote consistency, ease of use, and simplified maintenance.
- Future-Proofing: Install scalable, state-of-the-art equipment that can adapt to the courts' long-term needs.

## **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:

<b>Section 1</b>	<b>Purpose of RFP and Procurement Rules</b> Provides an overview of the RFP and its intended outcomes, as well as general guidelines, dates, and eligibility rules.
<b>Section 2</b>	<b>Offeror Submission Instructions</b> Overview of the format requested by AOC for RFP responses, as well as directions for the submission of responses.
<b>Section 3</b>	<b>Scope of Work</b> Description of scope of work, including project background information and project scope, current state environment, and desired future state capabilities.
<b>Section 4</b>	<b>Offer Response</b> Information regarding expectations for specific sections of the RFP requested by AOC, including the Implementation and Production Services.
<b>Attachment 1</b>	<b>Master Services Agreement (MSA)</b> The agreement to be signed by the selected Offeror and AOC. This agreement includes terms and conditions.
<b>Attachment 2</b>	<b>Service Level Agreement</b> 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.
<b>Attachment 2.1</b>	<b>Service Level Requirements</b> AOC's detailed service level requirements (SLR) including service measures, performance metrics, and performance targets, and formula to calculate the performance SLR.
<b>Attachment 3</b>	<b>Requirements Response Workbook</b> 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.
<b>Attachment 4</b>	<b>Cost Workbook</b> 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	July 14, 2025
In-person vendor visit to courtroom(s)	Week of July 28
Deadline for Submission of Questions	August 4, 2025
Responses to Questions Posted	August 7, 2025
Proposal Submission Deadline	August 15, 2025, by 5:00 PM PST
Evaluation of Proposals	August 18–19, 2025
Vendor Interviews / Demonstrations	Week of August 25–29, 2025
Contract Negotiations	September 2025 (Estimated)
<b>Expected Award of Contract</b>	October 2025 (Estimated)

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 required by this RFP is to be sent via email to AOC's Designated Contact. AOC's Designated Contact for this procurement is Yesenia Pacheco, [contracts@nvcourts.nv.gov](mailto: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*

<b>Evaluation Criteria</b>	<b>Weight</b>
Offeror Qualifications (e.g., corporate background, experience, references, staffing)	10%
Overall Experience in similar projects	10%
Requirements (Attachment 3)	20%
Interview and Demo	25%
Project and Procurement Management	15%
Cost Offer	20%
<b>TOTAL</b>	<b>100%</b>

### **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**

Offerors are expected to submit their Best and Final Offer (BAFO) as part of their initial proposal. The AOC does not anticipate conducting a separate BAFO round. Therefore, proposals should be complete and reflect the most favorable terms the Offeror is prepared to offer at the time of submission.

### **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 **July 15, 2026**.

### **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 25-004 Offer for Statewide "Audiovisual System Solutions" clearly written on the face of the package or subject line. Offers must be sent by email, mail, or delivered in person. 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	Email	Hand Delivery
Office of Court Administration Attn: Yesenia Pacheco 201 S. Carson Street, Suite 250 Carson City, NV 89701	Office of Court Administration Attn: Yesenia Pacheco Email: <a href="mailto:contracts@nvcourts.nv.gov">contracts@nvcourts.nv.gov</a>	Office of Court Administration Attn: Yesenia Pacheco 201 S. Carson Street, Suite 250 Carson City, NV 89701  To arrange hand delivery of an offer, please contact Yesenia Pacheco at <a href="mailto:contracts@nvcourts.nv.gov">contracts@nvcourts.nv.gov</a> .

## **Section 3. Scope of Work**

### **3.0 Project Background and Objectives**

AOC is procuring audiovisual systems solutions 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**

##### **Scope of Work**

The selected vendor will be responsible for delivering a complete, turnkey solution including the following services:

##### **A. Site Visit and Needs Assessment**

- Vendors will have the opportunity to visit both courtrooms prior to bid submission to assess the current infrastructure, coordinate with stakeholders, and develop a tailored design that meets the functional needs of each courtroom.
- Site visit dates are included in the RFP schedule to allow integration of findings into the submitted design.

##### **B. Design and Planning**

- Develop a detailed audiovisual system design incorporating sustainable A/V and digital courtroom technologies.
- Identify and recommend equipment to be reused, replaced, or newly installed.
- Focus on the user experience in the design proposal.
- Provide logical diagrams, specifications, and cost estimates as part of the proposal package.
- Prepare a project plan including timelines, milestones, and risk mitigation strategies.
- Identify and disclose any subcontractors, subsidiaries, or affiliated entities that will be engaged to fulfill any portion of the project scope. Include a description of their specific roles, qualifications, and experience relevant to the proposed solution.

##### **C. Equipment Provision and Installation**

- Procure and deliver all approved equipment necessary to implement the proposed system, including control systems, displays, touch panels, microphones, speakers, cameras, connectivity hardware, and required software.
- Install and configure all hardware for seamless functionality in each courtroom.

- Provide detailed documentation on equipment specifications, shipping, tracking, and installation timelines.
- All cabling, brackets, racks, and furniture required to support AV functionality must be included.

#### **D. Programming and Integration**

- Program all components, including AV control systems, to align with court operations and provide intuitive user interfaces for judicial and court staff.
- Integrate digital solutions with existing case management or calendaring systems where applicable.
- Ensure the system supports hybrid and remote courtroom proceedings.
- Provide logical diagrams and documentation for all programming work.

#### **E. Training and Support**

- Deliver on-site training for court staff, including operations, maintenance, and troubleshooting.
- Supply comprehensive documentation, including user manuals and maintenance guides.
- Provide a written warranty for all work performed and installed equipment.
- Offer service and maintenance support during the warranty period and propose optional ongoing support packages.

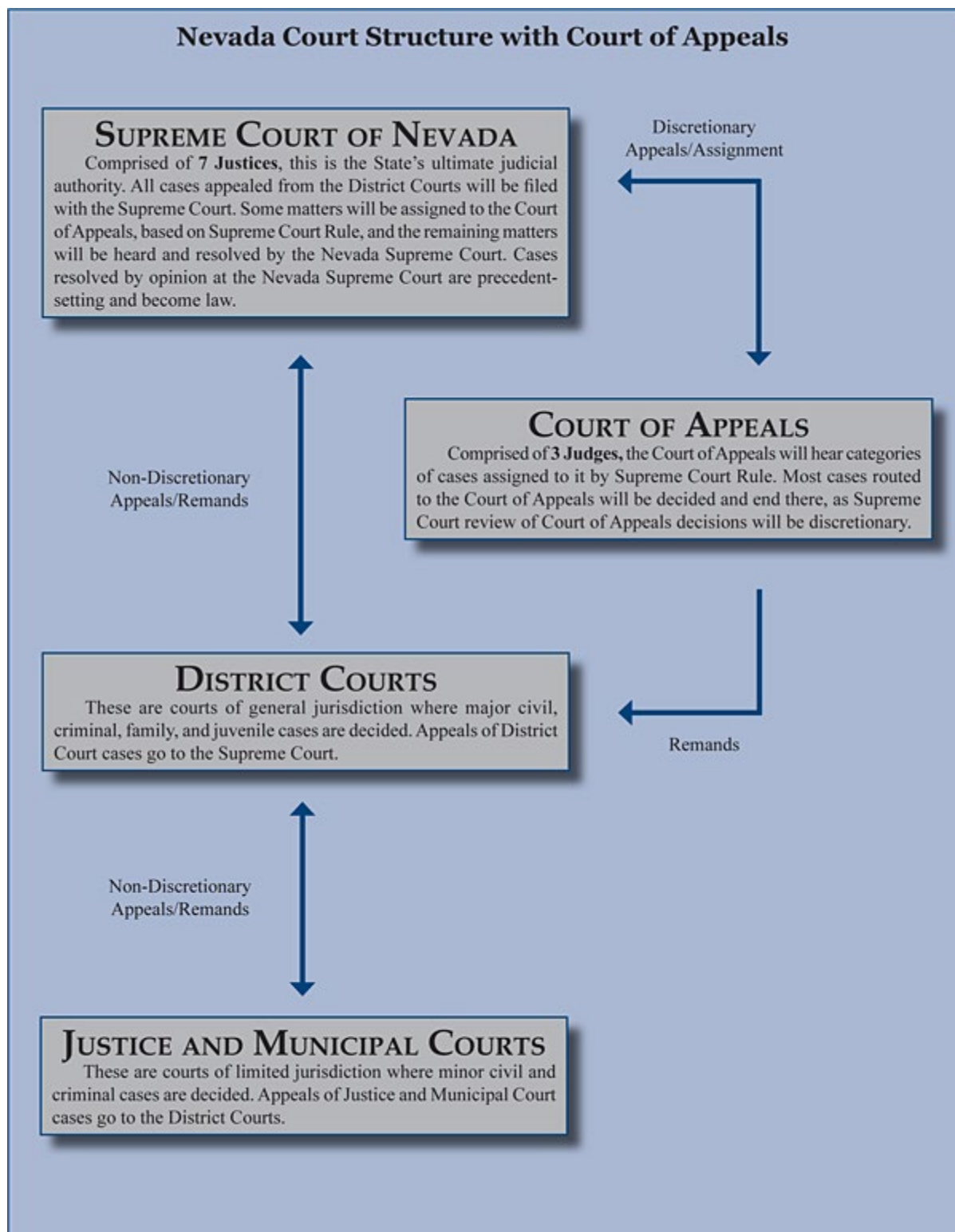
#### **F. Demonstration Requirement**

- As part of the interview process, shortlisted vendors will be required to conduct an on-site demonstration of the proposed solution and its key components.
- The demonstration should showcase equipment functionality, user interaction, and alignment with the proposed courtroom design.
- The RFP review panel will test the demo equipment as part of the interview.
- Details on court-provided equipment for the demonstrations will be made available prior.

### **3.0.2 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](https://nvcourts.gov).

**Figure 1: Organization of Nevada's Judicial System**





### **3.0.2.0 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.

## **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 RESPONSE FORMAT**

- 1) Cover Sheet, including:
  - Company Name
  - Company Address and Website
  - Name and Contact Information for Company Representative, including:
    - Telephone Number(s)
    - E-mail Address(es)
    - Signature of Representatives
- 2) Brief company description; size of company; years in business; type of entity.
- 3) Agreement to the Master Services Agreement, Attachment 1 – Master Services Agreement. (If there are edits or suggestions, those must be clearly identified.)
- 4) Agreement to Attachment 2 – Service Level Agreement and NV Jury Management Attachment 2.1 – Service Level Requirements
- 5) Completed response to Attachment 3 – Requirements Workbook. This must be delivered in native Excel or spreadsheet format. It may also be delivered in pdf format.
- 6) Completed Attachment 4 – Cost Workbook.
- 7) Completed table of deliverables and estimates.
- 8) A suggested high level project plan outlining a rough timeline for deliverables.
- 9) Examples of previous work.
- 10) Provide up-to three references.

#### 4.1 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.

#### 4.2 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:

*Table 4: Cost Workbook Structure*

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

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

### 4.3 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.