



## REQUEST FOR PROPOSALS

### Court Interpreter Services and Psychiatric Psychological Examiner Services Work Management System

#### I. REQUEST FOR PROPOSALS

- A. **Defined.** The State of Minnesota –State Court Administrator’s Office (SCAO) is using a competitive selection process (referred to herein as the “Request for Proposals” or “RFP”) to select the vendor responsible for supplying, configuring and maintaining a work order system to be used for the management of court interpreter and psychiatric psychological examiner work. This is not a bid, but a Request for Proposals that could become the basis for negotiations leading to a contract with a vendor to provide the tool and services described in this document.
- B. **Right to Cancel.** The state is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The state reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the state shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or otherwise. The state also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

#### II. PROJECT OVERVIEW

- A. **Minnesota Judicial Branch.** The Minnesota Judicial Branch (MJB) has 10 judicial districts with 289 district court judgeships, 19 Court of Appeals judges, and seven Supreme Court justices. The MJB is governed by the Judicial Council, which is chaired by Lorie S. Gildea, Chief Justice of the Minnesota Supreme Court. The Minnesota Judicial Branch is mandated by the Minnesota Constitution to resolve disputes promptly and without delay. In 2015, there were more than 1.2 million cases filed in district courts in Minnesota.
- B. **State Court Administrator’s Office.** The mission of the State Court Administrator’s Office (SCAO) is to provide leadership and direction for the effective operations of the MJB through support of the Judicial Council, oversight of all SCAO divisions, and coordination of legislative relations, ensuring the provision of sound legal advice, and monitoring branch financial practices through the use of regular internal audits.

The State Court Administrator plans for statewide Judicial Branch needs, develops and promotes statewide administrative practices and procedures, oversees the operation of

statewide court programs and strategic initiatives, and serves as a liaison with other branches of government.

C. More information regarding the MJB is available at [www.mncourts.gov](http://www.mncourts.gov).

**D. Background**

This project is designed to assist the SCAO's Court Interpreter Services Program and Psychiatric Psychological Examiner Services Program with compliance measures regarding financial, legal, and audit controls, and improve operational efficiencies and effectiveness.

The project provides an opportunity to improve the quality of data collected and efficiency of the processes that are currently in place. Improvements in data collection and reporting will enhance program management, ensure legal compliance, and encourage responsible use of funding and delivery of high-quality services.

The SCAO, Court Services Division provides guidance and oversight of the Court Interpreter Services and the Psychiatric Psychological Examiner Services Programs. Each program is described below.

**Court Interpreter Services Program**

The Court Interpreter Services Program was established in 1999, as directed in Minn. Stat. § 480.175, and supports SCAO's goal of ensuring people who cannot speak English or are deaf or hearing-disabled have equal access to participate in cases in Minnesota State Courts. More information regarding the Court Interpreter Services Program is available at <http://www.mncourts.gov/Help-Topics/Court-Interpreter-Program.aspx#tab02INeedanInterpreter>.

This project is designed to improve operational efficiencies and effectiveness of the Court Interpreter Services Program in the following areas:

- Interpreter credential tracking
- Interpreter roster management
- Scheduling of interpreter resources
- Interpreter work tracking and verification
- Interpreter invoice creation and verification of invoice accuracy
- Interpreter program management reports
- Tracking interpreter complaint and disciplinary actions

The project has the following goals:

- Ensure court staff is able to easily identify qualified and competent interpreters for specific interpreter assignments.
- Implement scheduling practices that enable an efficient use of interpreters.
- Develop an accurate and verifiable invoicing system.
- Provide accessible, accurate, on-demand reports to assist in program management.

- Develop automated procedures to ensure integrity and security of Court Interpreter Services data and that the system is operating as intended.

Court Interpreter Services Program Metrics:

- Maintains a roster of 280+ contract Interpreters
- Uses 40+ court staff to schedule interpretation events
- Uses 50+ invoice approvers
- Schedules 27,000+ interpretation events a year
- Processes 10,000+ interpreter and agency invoices a year

### **Psychiatric Psychological Examiner Services Program**

The Psychiatric Psychological Examiner Services Program (Psych Services) strives to provide courts with access to highly-skilled and competent psychiatric and psychological examiners for civil commitment and competency evaluations. The State Court Administrator maintains a roster of qualified examiners and compensation rates for court and party use. The Psych Services database maintains examiner information in order to publish the Roster of Qualified Examiners and facilitate payments to examiners for examination services. More information regarding the Psychiatric Psychological Examiner Services Program is available at <http://www.mncourts.gov/Help-Topics/Psychological-Services-Examiner.aspx>.

This project is designed to improve operational efficiencies and effectiveness of the Psych Services Program in the following areas:

- Examiner credential tracking
- Examiner roster management
- Scheduling of Examiners
- Examiner work tracking and verification
- Examiner invoice matching and verification of invoice accuracy
- Examiner program management reports
- Tracking examiner complaint and disciplinary actions

This project has the following goals for the Psych Services Program:

- Ensure rostered examiners hold and maintain statutory and SCAO requirements for serving on the Roster of Examiners.
- Ensure court staff are able to easily identify appropriate examiners for their counties.
- Track appointment and procurement data of examiners within the new Psych Services database to eliminate the need for ad hoc supplemental systems by districts or counties.
- Develop automated procedures to ensure integrity and security of Psych Services data and that the system is operating as intended.
- Develop an accurate and verifiable invoicing system.
- Develop a comprehensive reporting feature that allows users to easily access database data and create reports.

- Develop database module that tracks complaints and disciplinary proceedings and outcomes.

Psych Services Metrics:

- Number of Examiners: 85 rostered examiners (more non-roster examiner records)
- Number of assessments/year: over 6,300 appointments in FY 2015
- Number of Schedulers: approximately 70+
- Number of Approvers: approximately 130

### III. PROJECT GOAL

- A. The primary goal of this project is to obtain and configure a software solution that will meet the needs of the SCAO’s Court Interpreter Services and Psychiatric Psychological Examiner Services Programs to track resources and credentials; schedule resources for specific jobs; track work effort of each job; and create accurate and verified invoices. It is believed that the needs and requirements of both programs are similar enough that they can be met with one software solution.
- B. Additional information regarding: preliminary work processes, payment business rules, payment approval work flows, and system interactions chart is contained in *Appendix XIII – Additional Background Information*. The SCAO is open to refinement of these processes as long as the changes meet business needs.
- C. Technical standards and requirements of SCAO are outlined in *Appendix XII – Technical Requirements Overview*. Vendors are expected to be in compliance with these standards.
- D. On-Premise and Off-Premise Solutions  
SCAO desires to consider a wide-range of Solutions to include the following:
- 1.1 On-Premise  
This is a traditional arrangement wherein a company acquires Software, and installs and operates the Software on its infrastructure at one of its locations.
- 1.2 Off-Premise  
This consists of third-party hosting providers, application service providers (ASPs), and cloud Solutions to include infrastructure as a service (IaaS) and software as a service (SaaS).
- 1.3 COTS Software

Commercial Off-The-Shelf software designed for specific applications that can be used with little or no modification.

#### 1.4 Custom Software

Software that is specifically designed and developed for an individual customer.

Respondents wishing to submit two different solutions (i.e., on-premise hosting vs. off-premise hosting) must submit two separate proposals.

## IV. PROJECT DELIVERABLES

The selected vendor will be expected to provide:

- Project plan, including milestones, communication plan, issues list, and weekly status reports, as determined in consultation with project leadership.
- Resource plan for configuration and implementation of the product.
- Scope document establishing the breadth and depth of the project.
- On-site, written, or web-based training for agreed-upon staff.
- Development of service/maintenance agreement and what occurs after the service/maintenance agreement expires.
- Configured and functioning software solution.
- Environments for Development, QA and Production.
- API services
- Documentation for any custom development work.
- Create training materials and training communication plan for identified work processes, system maintenance, and administration, including:
  - Training for technical staff supporting application
  - Training for business staff to use processes
  - Training for application administrators

## V. SUBMISSION REQUIREMENTS

**The following items within sections A and B below must be included in all vendor responses to be considered complete. The totality of all items included in the response is referred to as the Response Package. A checklist of these items can be found in *Appendix XI: Submission Checklist*.**

- A. General Requirements – each response must include the following or it may be excluded from moving through to the next phase of response scoring:**
- 1. Certificate of Insurance.** Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor's RFP response must include one of the following: (1) a certificate of insurance,

or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. See the sample State contract in Appendix III: Contract Terms for details on additional insurance requirements that must be provided upon request of the State.

2. **Affirmative Action Certification and Certificate of Compliance.** If the Vendor's proposal exceeds \$100,000.00, the RFP response must include a completed Affirmative Action Statement and Certificate of Compliance, which are attached as Appendix I.
3. **Non-Collusion Affirmation.** Vendor must complete the Affidavit of Non-Collusion (Appendix II) and include it with its RFP response.
4. **Contract Terms – acknowledgment of a and b.** The State's proposed contract templates are set forth in Appendix III (contract) and Appendix IV (subcontractor participation agreement). No work can be started until a contract (and where necessary, a subcontractor participation agreement), in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.
  - a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendices III and IV, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.
  - b. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest-scoring Vendor during contract negotiation.
  - c. The State shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The State will determine any changes to the standard terms and conditions and/or contract.

**5. Financial Stability and Security Measures-Related Trade Secret.**

a. Evidence of Financial Stability. Vendor's RFP must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow. The Rules of Public Access to Records of the Judicial Branch permit vendors to submit evidence-of-financial-stability as trade secret information according to the following:

1. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
2. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"
3. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for financial stability information submitted in accordance with this section, Vendors should not place any information in proposals that Vendors do not want revealed to the public. Proposals, once opened, become accessible to the public except for financial stability information submitted in accordance with this section. Please also note that if a Vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

b. Evidence of Security Measures. Vendor's RFP must provide evidence of Vendor's security measures as an indicator of Vendor's ability to provide security for judicial branch records. Security Measures-Related Trade Secret. MJB rules of public access permit vendors to submit evidence of security measures as trade secret information according to the following:

1. The evidence-of-vendor's-security-measures must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
2. The vendor submits the evidence-of-vendor's-security-measures on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-security measures as "confidential;"

3. The evidence-of-vendor's-security-measures is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for financial stability information submitted in accordance with the prior section and security measures information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. The yes/no/N/A responses in the security questionnaire will be considered publicly accessible. Proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements in this document. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: The existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

**B. Project-Related Submission Requirements - each response must include the following or it may be excluded from moving through to the next phase of response scoring:**

**1. Cover Letter/Letter of Transmittal**

A cover sheet including Vendors': company name, contact name, title, email address, business address, and phone numbers. Please include a statement acknowledging either no conflict of interest or identifying any conflicts of interest as it relates to this project.

**2. Vendor Capabilities Questionnaire**

Vendor will respond to Vendor Capabilities Questionnaire in *Appendix V: The Vendor Capabilities Questionnaire* will cover information regarding the Vendor's business and business practices; software and services being proposed; and implementation methodologies.

**3. Security Questionnaire**

The Vendor must complete *Appendix IX: Security Questionnaire*. The section reflects the SCAO's security requirements. The requirements listed in *Appendix IX: Security Questionnaire* are not wholly inclusive of all of SCAO's requirements but are inclusive of SCAO's most important criteria.

**4. Cost Schedule**

The Vendor must complete *Appendix X: Cost Schedule* and include comprehensive pricing information with this RFP.

**8. Sample Documents**

Vendors must include sample copies of the following documents. Each document needs to clearly bear the Vendor's name and the title of the document:

- Sample Software Licensing Agreement
- End User Licensing Agreement (EULA)
- Service Level Agreement
- Sample Implementation Services Agreement
- Sample Solution documentation (user guides, training materials, etc.)

## **VI. PROPOSAL EVALUATION**

- A. The State will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or demonstration may be part of the evaluation process.
- B. The first part evaluation will be limited strictly to the general submission requirements, SCAO security requirements, and project specific requirements, as outlined in:
1. Appendix V: Vendor Capabilities Questionnaire
  2. Appendix VI: Court Interpreter Program Requirements Response
  3. Appendix VII: Psychiatric Psychological Examiner Services Program Requirements Response
  4. Appendix VIII: Technical and Report Requirements Response.
  5. Appendix IX: Security Questionnaire
- C. The second part evaluation of all proposals shall be based upon deriving the "Best Value" for the State. Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:
1. Vendor's industry experience and previous experience in performing similar work;
  2. Thoroughness, quality, specificity, robustness, flexibility of Vendor's approach/methodology;
  3. Cost estimate;
  4. Compliance with SCAO Security requirements;
  5. Vendor's product and/or service delivery methodology;

6. Reliability of product or service;
  7. Closeness of fit with business requirements;
  8. Closeness of fit with technical requirements;
  9. Financial stability of the organization; and
  10. Vendor's past performance and client references.
- D. The State reserves the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.
- E. The State reserves the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the State may require the presence of Vendor's representatives at a vendor conference. During a vendor conference, a vendor may be asked to provide a demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense to demonstrate their product and answer questions. Notification of any such requirements will be given as necessary.
- F. The State may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the State.

## **VII. SUBMISSION OF PROPOSALS**

### **A. Proposal Timeline**

1. Posting Date on State MJB Website MJB Court Public Website - Public Notice : Thursday, July 21<sup>st</sup>, 2016
2. Questions Due: Thursday, July 28<sup>th</sup>, 2016, 4:00 p.m. CST
3. Answers Posted: Tuesday, August 2<sup>nd</sup>, 2016
4. Proposal Submission Deadline: Thursday, August 11<sup>th</sup>, 2016, 4:00 p.m. CST
5. Vendor conferences will be scheduled if needed.
6. Subsequent selection as soon thereafter as possible.

### **B. Amendments**

Any amendments to this RFP will be posted on the MJB website.

C. **Questions**

All questions about this RFP must be submitted in writing via email to the State's sole point of contact identified in this paragraph no later than Thursday, July 28<sup>th</sup>, 2016, 4:00 p.m. CST. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.

Questions and requests for clarifications should reference the RFP page and Section number and Title.

Should a Vendor find discrepancies, omissions, ambiguities, or errors in this RFP, the Vendor should at once request, through email, a clarification from the State's Designated Contact who will respond to such requests only through email.

If a Vendor submitting a Response knows of a discrepancy, omission, ambiguity, or error in the RFP but fails to notify the State's Designated Contact of such, the Vendor shall propose and/or bid at its own risk, and subsequently, if the Vendor is awarded a contract, the Vendor shall not be entitled to any additional compensation, time, or any other consideration by reason of the discrepancy, omission, ambiguity, or error, or the later correction of such.

**State Contact**

Jessie Carlson  
Program and Ancillary Services Manager  
State Court Administrator's Office  
25 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, Minnesota 55155  
Jessie.Carlson@courts.state.mn.us

- D. **Answers to Questions.** Timely submitted questions and answers will be posted on the Judicial MJB website by the end of the day on Tuesday, August 2<sup>nd</sup>, 2016, and will be accessible to the public and other proposers.

- E. **Sealed Proposal and Submittal Address.** Your proposal must be submitted in writing on or before Thursday, August 11<sup>th</sup>, 2016, 4:00 p.m. CST in a sealed envelope to:

Jessie Carlson  
Program and Ancillary Services Manager  
State Court Administrator's Office  
25 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, Minnesota 55155  
Jessie.Carlson@courts.state.mn.us

The submission must include both two (2) paper copies and one (1) copy of a CD-ROM or flash drive containing the entire contents of the Response Package. No facsimile submissions will be accepted. Proposals delivered in person to State Court Administrator's Office should be presented to the Ground Floor receptionist and date/time stamped by the receptionist.

Additionally, please ensure that all electronic files are clearly identified with your business name and address.

- F. **Signatures.** Your proposal must be signed, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on Cover Letter/Letter of Transmittal as stated in Project Related Submission Requirements.
- G. **Ink.** Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.
- H. **Deadline; Opening; Public Access.** Proposals must be received no later than Thursday, August 11<sup>th</sup>, 2016, 4:00pm CST. Proposals will be opened the following business day, and once opened, become accessible to the public (except financial stability information submitted as a trade secret in accordance with the instructions in Section VII(A)(6) of this RFP). With the exception of evidence-of-vendor's-financial-stability trade secret information submitted in accordance with the instructions in Section VI(A)(6) of this RFP, do not place any information in your proposal that you do not want revealed to the public. All documentation shipped with the proposal, including the proposal, will become the property of the State.
- I. **Late Proposals.** Late proposals will not be accepted or considered.
- J. **Selection Timeline.** Vendor selection will be as soon as possible after the proposal submission deadline.
- K. **Response Accuracy.** A Vendor's Response will become part of any subsequent contract or agreement between the Vendor and the State. Vendors will be held accountable for the accuracy of their responses; willful misrepresentation will be considered a breach of contract.

## **VIII. Appendix Index**

Please ensure that you download and review all the appendices for this RFP. The following is a complete list of included appendices:

- I. Certifications
- II. Non-Collusion Affirmation
- III. Contract Terms
- IV. Subcontractor Participation Agreement
- V. Vendor Capabilities Questionnaire
- VI. Court Interpreter Services Program Requirements
- VII. Psychiatric Psychological Examiner Services Program Requirements
- VIII. Technical and Report Requirements
- IX. Security Questionnaire
- X. Cost Schedule
- XI. Submission Checklist
- XII. Technical Requirements Overview
- XIII. Additional Background Information