



**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
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**Request for Proposal: 11DIDS-S1875
For
INDIGENT DEFENSE RESEARCH AND DATA ANALYST**

Release Date: 01/26/2022

Deadline for Submission and Opening Date and Time: 02/22/2022 @ 2:00 pm

Refer to Proposal Timeline and Submission Requirements for complete RFP schedule and submission instructions

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada Purchasing Division, on behalf of the Department of Indigent Defense Services (DIDS; hereinafter, "the Department") is seeking proposals from qualified individuals or vendors to serve as the Department's Research and Data Analyst (hereinafter "Vendor" or "Analyst"). The awarded vendor will provide service as requested, to conduct research and analysis and make recommendations as further detailed below, described in the scope of work and attachments.
- 2.2. The State may elect to award a single contract on a statewide basis; however, proposals may be considered for either the Wage Salary Survey or the Indigent Defense Provider Shortage Identification, each in conjunction with the Oversight Review, as standalone offerings. The vendor's proposal shall identify the specific scope of service(s) being offered.
- 2.3. The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The Department of Indigent Defense Services shall administer contract(s) resulting from this RFP. The resulting contract(s) are expected to be for a contract term up to June 30, 2023, subject to Board of Examiners approval and budget approval from the Interim Finance Committee.

2.4. AGENCY BACKGROUND

- 2.4.1. The Department provides oversight to rural indigent defense services throughout the State of Nevada.

2.5. GOALS AND OBJECTIVES

- 2.5.1. High level goals and objectives of the project are that contractors will be expected to produce the following:
 1. Create and manage a performance measurement system and train Department employees to manage the performance measurement system.
 2. Generate recommendations for how the responsibilities of the Department will be implemented, monitored, and enforced on an ongoing basis, consistent with NRS 180.
 3. Create accessible templates by which courts, counties, defense providers, or other stakeholders can provide data necessary for the Department to its responsibilities.
- 2.5.2. The vendor will play a leadership role in the development, analysis, and evaluation of data so as to help shape the Department's strategic direction and inform policy development. The winning applicant is not required to be located in Nevada and may complete their work remotely. The vendor will perform a compensation study and a pipeline study. The pipeline study will compare programs across the country which create pipelines to bring public defenders to the rural counties and retain them in the rural areas. Ultimately, the study would recommend a program for Nevada. The vendor will also assist in managing and analyzing large data sets regarding indigent defense services, provide data and analysis in support of the Department's strategic and operational needs, and recommend data-informed policies or initiatives that could substantively improve Nevada's rural indigent defense. Work includes creating and managing a performance measurement, evaluation, and reporting system for the Department, as well as managing and implementing projects to improve Department outcomes. This position will respond to internal and external requests for data and will lead and contribute to team efforts within the Department affecting the Nevada criminal justice system. This position also facilitates the development, implementation, integration, and/or modification of the Department's case assignment and case management systems and oversight responsibilities.

2.6. GENERAL INFORMATION / COMMENTS

- 2.6.1. Motivation for the Project.

- A. In 2019, the Nevada Legislature established the Board of Indigent Defense Services (BIDS) and the Department of Indigent Defense Services (DIDS) through AB81, now codified in NRS 180. Among other things, DIDS has been tasked with monitoring rural indigent defense providers.
- B. BIDS and DIDS are responsible for improving the representation of indigent defendants through several steps. First, BIDS must establish minimum standards and regulations for the delivery of indigent defense services to ensure that such services meet the constitutional requirements and do not create any type of economic disincentive or impair the ability of the defense attorney to provide effective representation. After the regulations are promulgated, DIDS must oversee the rural indigent defense attorneys to ensure that the minimum standards and regulations set forth by BIDS are being followed. In addition, DIDS helps local systems in their compliance with the minimum standards by creating a formula for determining the maximum amount that a county may be required to pay for the provision of indigent defense services.
- C. BIDS promulgated such regulations in November of 2021. DIDS and BIDS are moving ahead ambitiously and believe that a vendor is critical in their efforts to provide a statewide framework for quality legal representation.

2.6.2. The Structure of Nevada’s Indigent Defense System

- A. Nevada is sub-divided into 17 counties. Until quite recently, counties and courts have received very little state-level oversight of indigent defense practices. With indigent defense historically funded at the county-level, each county has made independent decisions about the structure and delivery of its indigent defense services.
- B. Carson City and Storey County, alone among the rural jurisdictions, use the Nevada State Public Defender’s office to provide primary (but not conflict) representation. Only the five rural counties of Churchill, Elko, Humboldt, Lander, and Pershing have a county funded and administered public defender’s office, furnished, and equipped at government (county) expense and staffed by full-time government employees who receive a salary and benefits. Douglas, Esmeralda, Eureka, Lincoln, Lyon, Mineral, Nye, and White Pine counties instead provide indigent defense counsel services by contracting with private attorneys. Each county sets forth its own compensation mechanisms.
- C. The variation across counties in delivery systems and payment schemes offers critical motivation for a weighted caseload study that can provide meaningful and objective standards for quality representation across the state. For more information on the structure of Nevada’s trial courts, please see the Annual Report of the Nevada Judiciary at https://nvcourts.gov/Supreme/Reports/Annual_Reports/2021_Annual_Report/

3. SCOPE OF WORK

Vendors are encouraged to respond to the below tasks/deliverables. Additionally, any recommendations to carry out the provisions of NRS 180 more effectively will be considered.

3.1. WAGE SALARY SURVEY.

- 3.1.1. Set forth a wage salary survey to collect data on salaries of indigent defense providers and prosecutors throughout the state. Review hourly rates for appointed counsel to determine if they are appropriate or need to be increased/decreased. Determine the hourly rate of prosecutors as compared to indigent defense providers to determine whether parity exists. Comparison of pay in the urban vs. rural areas and whether a financial incentive would be beneficial to encourage attorneys to practice indigent defense in the rural counties.
- 3.1.2. The Analyst shall meet with the Executive Leadership during the project, as needed.
- 3.1.3. The Analyst shall identify and benchmark indigent defense provider salaries across the State: comparing urban and rural; state, county, and federal; full time employees of an office and independent contractors.
 - A. The Analyst shall review compensation of indigent defense providers in the rural counties and compare the compensation to an hourly basis of prosecutors in the same county with comparable experience. This review should take into account that prosecutors do not pay for overhead or expenses out of their own compensation.
- 3.1.4. The Analyst shall conduct relevant research and provide comparative analysis of conventional salaries and best practices of those peer organizations.

- 3.1.5. The Analyst shall review increase in the cost of living since the hourly rate for appointed counsel was last amended in 2003 (See NRS 7.125).
- 3.1.6. The Analyst shall collect and present market compensation data by gender and race to ensure equitable pay in each of these areas.
- 3.1.7. The Analyst shall create salary ranges for the organization and accompanying policy, guidance, documentation, and communication guides.
- 3.1.8. The Analyst shall provide instructional information to allow DIDS staff to conduct individual salary audits and adjustment consistent with the study methods until the next study is conducted.
- 3.1.9. The Analyst may be required to present findings on the survey to BIDS.
- 3.2. INDIGENT DEFENSE PROVIDER SHORTAGE IDENTIFICATION.
 - 3.2.1. Identify whether there is a shortage of indigent defense service providers in the rural counties. If there is a shortage, identify causes and propose solutions, potentially including an incentive program to encourage attorneys to provide indigent defense, especially in the rural counties.
 - 3.2.2. The Analyst shall meet with the Executive Leadership during the project, as needed.
 - 3.2.3. The Analyst shall review each rural county to determine whether there is a shortage of lawyers who are experienced in handling serious felony cases or managing specialized practice areas, such as juvenile law, sex crimes, environmental crime, or capital defense.
 - 3.2.4. The Analyst shall conduct relevant research to make this determination, which may include a review of how many experienced attorneys are presently in each rural county, distinguishing between those that reside in the county from those who travel to the county from an urban area.
 - 3.2.5. The Analyst shall conduct relevant research to determine the cost to each county to compensate attorneys to drive to the rural county to provide indigent defense representation.
 - 3.2.6. If there is a shortage of available and experienced indigent defense counsel in the rural Nevada counties, the Analyst shall research existing programs across the country which create incentives to encourage attorneys to practice indigent defense in rural counties. The Analyst shall review whether regional public defender offices could also be a possible solution for Nevada.
 - 3.2.7. If there is a shortage of available and experienced indigent defense counsel in the rural Nevada counties, the Analyst shall develop and propose a program that meets Nevada's specific needs. The Analyst may be required to present the proposal to BIDS or other stakeholders.
 - A. The Analyst shall work with DIDS and the William S. Boyd School of Law at the University of Nevada, Las Vegas, in the creation of the program.
 - B. The Analyst shall provide instructional information to allow DIDS staff to implement the recommended program and how to monitor the success of the program.
 - 3.2.8. The Analyst shall meet with the Executive Leadership of DIDS at the conclusion of the project for a debrief and next steps.
 - 3.2.9. The Analyst may be required to present the findings to BIDS.
- 3.3. OVERSIGHT REVIEW
 - 3.3.1. DIDS is required to oversee the provision of indigent defense services throughout Nevada. All research and analysis performed should be utilized to develop and promote best practices and to identify and correct shortcomings in the oversight of indigent defense services.

- 3.3.2. The Analyst shall meet with the Executive Leadership during the project, as needed.
- 3.3.3. The Analyst shall conduct relevant research to compare how other indigent defense commissions provide oversight.
- 3.3.4. The Analyst shall review the current oversight process and assist the Department in further developing or modifying the oversight process, with specific attention to the following functions:
 - A. Ensuring the minimum standards for the provision of indigent defense services established by the Board on Indigent Defense Services are being followed.
 - B. Ensuring court rules regarding the provision of indigent defense services are being followed.
 - C. Ensuring indigent defendants are not being asked to inappropriately provide reimbursement for their representation or to take any other actions that violate the constitution, any law, court rule, or BIDS regulation; and,
 - D. Ensuring representation of indigent defendants is being provided in an effective manner.
- 3.3.5. The Analyst shall review the staffing levels of the Department and recommend whether additional staff is needed to comply with oversight requirements.
- 3.3.6. The Analyst shall meet with the Executive Leadership of DIDS at the conclusion of the project for a debrief and next steps.
- 3.3.7. Provide instructional information to allow DIDS staff to implement any recommended and accepted modifications to DIDS oversight of indigent defense.
- 3.3.8. The Analyst may be required to present findings to BIDS.

4. ATTACHMENTS

- 4.1. ATTACHMENTS INCORPORATED BY REFERENCE.
 - 4.1.1. Terms and Conditions for Services
- 4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).
 - 4.2.1. Contract Form
 - 4.2.2. Insurance Schedule
- 4.3. PROPOSAL ATTACHMENTS. To be completed and returned.
 - 4.3.1. Cost Schedule
 - 4.3.2. Proposed Staff Resume
 - 4.3.3. Reference Questionnaire
 - 4.3.4. Writing Sample
 - 4.3.5. Attachments for Signature
 - A. Vendor Information Response
 - B. Vendor Certifications
 - C. Confidentiality and Certification of Indemnification

5. PROPOSAL TIMELINE

- 5.1. All questions regarding this RFP shall be submitted using the Bid Q&A feature in NevadaEPro by the deadline below.
- 5.2. The following represents the proposed timeline for this project.
 - 5.2.1. All times stated are Pacific Time (PT).
 - 5.2.2. These dates represent a tentative schedule of events.
 - 5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions	No later than 5:00 pm on 02/03/2022
B. Answers Posted.....	On or about 02/07/2022
C. Deadline for References.....	No later than 5:00 pm on 02/21/2022
D. Deadline Proposal Submission and Opening.....	No later than 2:00 pm on 02/22/2022
E. Evaluation Period (estimated).....	02/22/2022 – 03/01/2022
F. Selection of a Vendor (estimated).....	On or about 03/01/2022
G. BOE Approval (estimated).....	04/12/2022
H. Contract start date (estimated).....	04/12/2022

6. PROPOSAL EVALUATION PROCESS

6.1. Proposal evaluation and scoring is conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

- 6.1.1. Proposals shall be kept confidential until a contract is awarded.
- 6.1.2. In the event the RFP is withdrawn prior to award, proposals remain confidential.
- 6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the RFP.
- 6.1.4. Financial stability shall be scored on a pass/fail basis.
- 6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Experience in Indigent Defense or Comparable Engagements and implementation of a program.....	20
B. Writing sample requested which demonstrates ability to comply with deliverables	20
C. Competence and/or experience in management or implementation of programs	10
D. Conformance with the Terms of this RFP	10
E. Experience in Governmental Policy work	10
F. A history of compiling data for budgetary use by a governmental agency	10
G. Cost.....	20

6.1.6. Cost proposals will be evaluated based on the following formula.

A. $Cost\ Factor\ Weight \times (Lowest\ Cost\ Submitted\ by\ a\ Vendor / Proposer\ Total\ Cost) = Cost\ Score$

6.2. NEVADA-BASED BUSINESS PREFERENCE

- 6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.
- 6.2.2. Nevada-based business is defined in NRS 333.3352(1).
- 6.2.3. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.
- 6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

6.3. INVERSE PREFERENCE

- 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
- 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.3.3. Vendors who meet this criterion must indicated it on their submitted Quote in NevadaEPro.
- 6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contact cannot be awarded to a proposal that does not comply with the requirements listed in this section.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to SB 445 of the 81st Session of the Nevada Legislature, any

contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

- 7.3. **NO BOYCOTT OF ISRAEL.** Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. **INDEMNIFICATION.** Confirm vendor agrees to comply with required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. **LIMITED LIABILITY.** Confirm vendor agrees to comply with required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 7.6. **CONTRACT RESPONSIBILITY.** Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. **DATA ENCRYPTION.** Confirm vendor will comply with State IT requirement that data be encrypted in transit and in rest.
- 7.8. **STATESIDE DATA.** Confirm vendor will comply with State IT requirement that State data assets must be maintained stateside and data will not be held offshore.
- 7.9. **NEVADA BUSINESS LICENSE.** Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a State business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. **DISCLOSURE.** Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

8. CRITICAL ITEMS

- 8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 8.2. **CONTRACT FORM.** The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response.
- 8.3. **INSURANCE SCHEDULE**
 - 8.3.1. Confirm vendor will comply with attached *Insurance Schedule*. If not, please explain which areas are causing non-compliance and attach a red line if necessary.
 - 8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.
 - 8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

- 8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 8.4. VENDOR BACKGROUND
- 8.4.1. Company background/history and why vendor is qualified to provide the services described in this RFP.
- 8.4.2. Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.
- 8.4.3. Type of experience required. Greater than 2 years' experience with the following:
- A. Criminal justice research
 - B. Data Analysis
 - C. Policy Research
 - D. Policy Analysis
- 8.5. VENDOR STAFF RESUMES
- 8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.
- 8.5.2. A resume shall also be included for any proposed key subcontractor personnel.
- 8.6. SUBCONTRACTORS
- 8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
- 8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.
- 8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
- A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contracts terms and conditions will be assured
 - D. Previous experience with subcontractor(s)
- 8.7. VENDOR FINANCIAL INFORMATION
- 8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
- 8.7.3. Proposing vendor shall provide the following financial information and documentation:
- A. Dun and Bradstreet Number
 - B. Federal Tax Identification Number
 - C. The last two (2) full years and current year interim:
 - 1. Profit and Loss Statements
 - 2. Balance Statements
- 8.8. BUSINESS REFERENCES
- 8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from proposing vendor.
- 8.8.6. The State will not disclose submitted references, but will confirm if a reference has been received.
- 8.8.7. The State reserves the right to contact references during evaluation.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all RFP requirements to ensure all requested information is included in their response.
 - 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
 - 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
 - 9.1.5. Additional attachments may be included if necessary, but are discouraged and should be kept to a minimum.
- 9.2. TECHNICAL PROPOSAL
 - A. Title Page
 - B. Table of Contents
 - C. Response to Mandatory Minimum Requirements
 - D. Response to Critical Items
 - E. Response to Scope of Work
 - F. Proposed Staff Resumes
 - G. Other Informational Material
- 9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.
 - A. Title Page
 - B. Table of Contents
 - C. Trade Secret information, cross referenced to the technical proposal
- 9.4. COST PROPOSAL
- 9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.
- 9.6. SIGNED ATTACHMENTS
 - A. Vendor Information Response
 - B. Vendor Certifications
 - C. Confidentiality and Certification of Indemnification
- 9.7. OTHER ATTACHMENTS
 - 9.7.1. Writing Sample
- 9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.