Attachment 1: Vendor Information

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A. Company Overview
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F. Tools & Accelerators

Introduction	
This repository is comprised of multiple tabs, each one representing a component of Vendors' organizational qualifications and experience.	
Proposers should provide a complete response to all sections in this workbook. Failure to comply may render the proposal non-responsive.	

Instructions for Each Section	
Company Overview	Please enter basic workforce and project counts for your firm, including totals as well as industry- and product-specific experience.
Minimum Qualifications	Please select from the drop down menu provided for each qualification. If you would like to provide additional context/detail, please use the comments field.
References	Please provide at least 3 references. The scope of references must cover the three primary components of SCV's request: 1. software, 2. system integration services, and 3. application managed services. Should the scope of a given reference covers only a portion of these three scope areas, additional references should be provided in order to provide full
Key Personnel	Please identify representative Key Personnel likely to be staffed on the implementation for all roles described in Schedule A (Key Personnel). At a minimum, SCV anticipates the Program Lead / Executive, Project Manager, and Functional Leads (HCM, FIN, P2P, Inventory) to be key personnel. The vendor may add additional key personnel roles. Multiple candidates for the same role can be included. A candidate can also fill multiple roles. For each role, please complete all cells and provide a brief description of the responsibilities, skills and % of time allocated.
Subcontractors	Please provide an overview of your proposed subcontractor resources, if applicable.
Tools & Accelerators	Please provide a detailed list of all project tools & accelerators that provide differentiated value and are required for successful implementation. These could include pre-built components, frameworks, techniques, methodologies, collaborative tools, etc. that are assumed to be embedded/inherent in your pricing. All listed tools and accelerators that require licensing, subscription, or other fees must also be included in the Pricing workbook.

Note: Vendors may elect to submit three separate Attachment 1, one for each vendor (i.e., 1. software, 2. system integration services, and 3. application managed services).

Company Overview

Question	Response
SI Vendor	
Company Name	
Annual ERP-Related Revenue of Last Three (3) Fiscal Years	
Total number of United States-based staff	
Total number of United States-based staff in the state & local government practice	
Total number of Global staff in the ERP practice	
Total number of United States-based ERP Clients served	
Total number of United States-based ERP State & Local Government Clients served	
Is the Vendor a party to any existing or potential contract or under any obligation that could conflict or be inconsistent with the scope of services to be rendered as described in this RFP?	
Software Vendor	
Total number of United States-based staff	
Total number of United States-based staff in the state & local government practice	
Total number of Global staff in the ERP practice	
Total number of United States-based ERP Clients served	
Total number of United States-based ERP State & Local Government Clients served	
Is the Vendor a party to any existing or potential contract or under any obligation that could conflict or be inconsistent with the scope of services to be rendered as described in this RFP?	

Minimum Qualifications

#	Minimum Qualification	Qualification Met?	Comments
Minimum Proposer Credentials (All Vendors)			
1	Proposer must have been in the business of providing similar solution / services for a minimum of ten (10) years.		
2	Proposer must not have had a contract terminated for cause within the last twenty-four (24) months from the time of RFP posting.		
3	Proposer shall disclose any lawsuits in which the firm is or was a party, for the preceding five (5) years, and the resulting outcomes.		
4	Proposer must not have filed for bankruptcy protection within the past ten (10) years.		
5	Proposer must show evidence of possessing Worker's Compensation Insurance as required by law.		
Minimum Services Requirements (System Integrator Only)			
1	Proposers must show evidence that the proposed service provider is a certified implementation partner of the proposed software provider.		
2	Proposers will staff an on-site project manager and on-site implementation team for no less than 3 days per week for the duration of the implementation and hyper		
Minimum Solution Requirements (Software Vendors Only)			
1	The proposed solution must have been implemented in a substantially similar form in at least two (2) organizations within state or large municipal government agencies that are located within the United States, and been fully operational for a minimum of one (1) year.		
2	Proposer must show evidence that the core ERP solution will be offered through a cloud-based environment for all capabilities and functions defined within this solicitation.		
3	Proposer's core ERP Solution must have a fully functional cloud-based Solution hosted in the continental United States.		
Minimum Services Requirements (Managed Services Provider Only)			
1	Proposers must show evidence that the proposed managed service provider has been delivering ongoing operational services to customers of the proposed software provider for a minimum of (1) year.		
2	Proposer's managed services must be provided in the continental United States with no data transmitted out of the continental US.		

References

Reference Information Request	Reference 1	Reference 2	Reference 3
Name of Organization			
Industry			
Employee Count			
Annual Budget			
Scope of Software Product(s) / Modules*			
Scope of Implementation Services (if applicable*)			
Scope of Application Managed Services (if applicable*)			
Project Start Date			
Project Completion Date (real or expected)			
Reason Reference was Chosen for SCV			
Contact Name and Title			
Contact's E-mail			
Contact's Phone			

*The scope of references must cover the three primary components of SCV's request: 1. software, 2. system integration services, and 3. application managed services. Should the scope of a given reference covers only a portion of these three scope areas, additional references/columns should be added in order to provide full coverage.

Key Personnel

Role	Title & Seniority Level	Named Individual	Geographic Location of Resource	Years With Your Company	Responsibilities & Skills	Time Allocated as % of Total			
						Planning & Design	Configuration, Build, Test	Deployment & Initial Support	OCM and Training
SI Vendor									
Program Lead / Executive									
Project Manager									
Enterprise Architect									
Business Process Architect									
HCM Lead									
FIN Lead									
P2P Lead									
Inventory Lead									
Technical Development Lead									
Testing Lead									
Organizational Change Management Lead									
Training Lead									
Reporting & Analytics Lead									
Data Migration Lead									
SW Vendor									
AMS Provider									

Subcontractors

Question	Subcontractor 1	Subcontractor 2	Subcontractor 3
Subcontractor Name			
Type of Legal Entity			
Company ownership (i.e., private/public, joint venture)			
Jurisdiction of Company Formation			
Headquarters Location			
Date Founded			
Number of employees			
Proposed Products or Services to be provided			
Experience of subcontractor in performing the services to be provided			
Brief description AND number of projects that the Proposer has partnered with this Subcontractor			
Location(s) where work will be performed			

Tools & Accelerators

#	ERP Tool / Accelerator	Description of Value	Included in Pricing?
SI Vendor			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
Software Vendor			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
AMS Provider			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

11		
12		
13		
14		
15		

Attachment 2: Pricing

Table of Contents

SCV ERP Solution and Services Selection
Pricing
INSTRUCTIONS: Vendors MUST provide a complete response to all sections in this workbook for ERP solution and services. Failure to comply will result in lower evaluation scores or may render the proposal non-responsive. Please follow the instructions in each of the worksheets and attach additional documents to this template where requested. Unless otherwise noted, all worksheets MUST be populated by the vendor.

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Overview of Your Pricing Approach

a) Basis for Fee (e.g., by employee, user, usage, transaction, revenue). Please show this explicitly in the pricing tabs, so we can see the calculation that results in the associated cost.

b) Services Included in Fee (e.g., does it cover upgrades/ updates? Does it cover provision of other non-production environments, such as test and sandbox? Does it include training resources? If so, what level? What level of support is covered? Does it include hosting of any other 3rd party or SCV solutions in our application ecosystem?)

c) Support Fee Options (i.e., Bronze, Silver, Platinum) options if applicable. Please attach/provide documentation to explain.

d) Excess Data Storage Fees

e) Payment Period (e.g., monthly)

f) Standard Contract Term Period (i.e., number of years); Optional Term Periods offered (i.e., 3-year vs. 5-year vs. other) that result in pricing discounts for longer term and renewal periods

g) Handling of Changes in Subscription Volume During Contract Term (i.e., reductions, increases)

h) Renewal Caps

i) Additional Fees

Pricing Model 1 (Subscription Model) Details (insert rows as needed)

Pricing Model 2 (Use as applicable if you offer multiple pricing models - insert rows as needed)

Pricing Model 3 (Use as applicable if you offer multiple pricing models - insert rows as needed)	

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Additional Pricing Information

INSTRUCTIONS:
Vendor must respond to each request for additional pricing information. If the vendor is proposing multiple pricing models, the vendor must clearly state how the response differs for each pricing model.

Additional Pricing Information	Vendor Response
Outline the options clients have with length of contract terms and purchasing options, such as monthly or yearly. Include any discounts offered for subscribing to lengthier terms.	
Outline the specific environments that are supported with your pricing (e.g., dev, test, training, production, HA). Describe any pricing variations at the region, BU, customer base, user grouping, etc. levels.	
Describe how you provide timely notification of new features and charges for new features on standard upgrade roadmap; anticipated pricing changes or add-on options. What is the minimum lead time before being required to adopt a new feature and lead time before being required to pay additional fees for a new feature?	
What options do clients have for exiting the service, with minimal migration charges? How much time do clients get to copy/remove their data upon issuing an intent to terminate? Note: Please see "Transition of Services" within "Information Technology Terms and Conditions."	
What true-up processes are available to clients to easily add and remove users and services?	
Please outline any tiered or discount schedule by number of users by module.	
Please outline your self-service or automated granular billing and reporting capabilities. How does your solution enable custom tagging or use of metadata to determine usage by user type, department, location, BU, etc.?	
Please provide and outline any indirect usage charges that are part of your software license policy.	

Clearly articulate exactly when the yearly subscription or maintenance charges begin (i.e., when contract signed, at beginning of implementation when environments stood up; ramp-up during implementation; not until first go-live; after warranty period, other.	

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Assumptions

#	Assumption Description and Rationale	Not to Exceed Unit Cost	Approximate Quantity	Approximate Cost Impact	Impact if Assumption Not Realized
1		$ -	-	$ -	
2		$ -	-	$ -	
3		$ -	-	$ -	
4		$ -	-	$ -	
5		$ -	-	$ -	
6		$ -	-	$ -	
7		$ -	-	$ -	
8		$ -	-	$ -	
9		$ -	-	$ -	
10		$ -	-	$ -	
11		$ -	-	$ -	
12		$ -	-	$ -	
13		$ -	-	$ -	
14		$ -	-	$ -	
15		$ -	-	$ -	
16		$ -	-	$ -	
17		$ -	-	$ -	
18		$ -	-	$ -	
19		$ -	-	$ -	
20		$ -	-	$ -	
21		$ -	-	$ -	
22		$ -	-	$ -	
23		$ -	-	$ -	

24		$ -	-	$ -	
25		$ -	-	$ -	
26		$ -	-	$ -	
27		$ -	-	$ -	
28		$ -	-	$ -	
29		$ -	-	$ -	
30		$ -	-	$ -	
31		$ -	-	$ -	
32		$ -	-	$ -	
33		$ -	-	$ -	
34		$ -	-	$ -	
35		$ -	-	$ -	
36		$ -	-	$ -	
37		$ -	-	$ -	
38		$ -	-	$ -	
39		$ -	-	$ -	
40		$ -	-	$ -	
41		$ -	-	$ -	
42		$ -	-	$ -	
43		$ -	-	$ -	
44		$ -	-	$ -	
45		$ -	-	$ -	
46		$ -	-	$ -	
47		$ -	-	$ -	
48		$ -	-	$ -	
49		$ -	-	$ -	
50		$ -	-	$ -	

Vendor Pricing Response Worksheet | Ongoing Operational Expenses

INSTRUCTIONS:
For each applicable pricing model, please include cost estimates for ongoing operational expenses that are not to be redundant with any one-time costs from the prior tab. Do not include Application Managed Services costs that are captured on tab M. You must also complete columns B, C, and D to provide transparency to the ongoing cost calculation.
Note: We have provided sections to have specific pricing for up to 3 different Pricing models, so scroll down if you offer your clients multiple pricing options.
If more rows for Annual Maintenance/Subscription Fees are needed for Model 1, please insert after row 7 and before row 19 to keep totals intact.
If more rows for Annual Maintenance/Subscription Fees are needed for Model 2, please insert after row 34 and before row 47 to keep totals intact.
If more rows for Annual Maintenance/Subscription Fees are needed for Model 3, please insert after row 62 and before row 75 to keep totals intact.

PRICING MODEL 1: This model to be used for a pure subscription-based offering where there are annual SaaS/Cloud charges associated with the contract terms, service levels, etc.	Qty	UOM (e.g., user, transaction, etc.)	List Cost Per UOM	Discount % Offered to SCV	SCV Cost Per UOM	Year 1-Production	Year 2-Production	Year 3-Production	Year 4-Production	Year 5-Production
Annual Maintenance/Subscription Fees										
SOFTWARE SOLUTION BUNDLE										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										

Other Fees *(if not included in annual subscription fees identified above)*	Include Fee Assumption For Cost Provided									
Upgrades/ Updates										
Training										
Non-Production Environments (e.g., test, sandbox, training)										
Premium Support										
<Insert Other, If Applicable>										

Total Ongoing Operational Expenses

Total						$ -	$ -	$ -	$ -	$ -

PRICING MODEL 2 - to be used by Software Vendor as needed. Should be used to reflect a different contract term length (i.e., 3-year vs. 5-year) as well as differences in deployment models offered (i.e., multi- vs. single-tenant, hybrid cloud, on-prem, etc.)	Qty	UOM (e.g., user, transaction, etc.)	List Cost Per UOM	Discount % Offered to SCV	SCV Cost Per UOM	Year 1-Production	Year 2-Production	Year 3-Production	Year 4-Production	Year 5-Production
Annual Maintenance/Subscription Fees										
SOFTWARE SOLUTION BUNDLE										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										

	Qty	UOM (e.g., user, transaction,	List Cost Per UOM	Discount % Offered to SCV	SCV Cost Per UOM	Year 1-Production	Year 2-Production	Year 3-Production	Year 4-Production	Year 5-Production
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
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ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										

Other Fees *(if not included in annual subscription fees identified above)*	Include Fee Assumption For Cost Provided									
Upgrades/ Updates										
Training										
Non-Production Environments (e.g., test, sandbox, training)										
Premium Support										
<Insert Other, If Applicable>										

Total Ongoing Operational Expenses

Total						$ -	$ -	$ -	$ -	$ -

PRICING MODEL 3 - to be used by Software Vendor as needed. Should be used to reflect a different contract term length (i.e., 3-year vs. 5-year) as well as differences in deployment models offered (i.e., multi- vs. single-tenant, hybrid cloud, on-prem, etc.)	Qty	UOM (e.g., user, transaction,	List Cost Per UOM	Discount % Offered to SCV	SCV Cost Per UOM	Year 1-Production	Year 2-Production	Year 3-Production	Year 4-Production	Year 5-Production
Annual Maintenance/Subscription Fees										
SOFTWARE SOLUTION BUNDLE										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										
ADDITIONAL SOLUTION COMPONENTS (E.G., INTEGRATION, ANALYTICS, TOOLS, ACCELERATORS, UTILITIES, 3RD PARTY SOFTWARE)										

Other Fees *(if not included in annual subscription fees identified above)*	Include Fee Assumption For Cost Provided									
Upgrades/ Updates										
Training										
Non-Production Environments (e.g., test, sandbox, training)										
Premium Support										
<Insert Other, If Applicable>										

Total Ongoing Operational Expenses

Total						$ -	$ -	$ -	$ -	$ -

Vendor Pricing Response Worksheet | Project Cost - Governing & Managing the Project

Instructions:
Please provide costs and effort associated with the governance & project management roles associated with each of the phases/service areas below

Total Cost		Total # Vendor Person-Days	
Planning & Design		Planning & Design	
Configuration, Build and Test		Configuration, Build and Test	
Train, Deploy and Initial Support		Train, Deploy and Initial Support	
Organization Change Management Services		Organization Change Management Services	
Contingency Budget		Contingency Budget	N.A.
Travel Expenses		Travel Expenses	N.A.
Project GRAND TOTAL	$ -	Project GRAND TOTAL	0

Vendor Pricing Response Worksheet | Project Cost - Planning and Designing the Solution

Total Cost		Total # Vendor Person-Days	
Planning Services		**Planning Services**	
Design Services (don't populate; will auto sum)	$ -	**Design Services (don't populate; will auto sum)**	0
Initial Core Team Training		Initial Core Team Training	
Gap/Fit and Requirement Analysis		Gap/Fit and Requirement Analysis	
Solution Design (don't populate; will auto sum)	$ -	**Solution Design (don't populate; will auto sum)**	0
Core Design (i.e., config/workflow design)		*Core Design (i.e., config/workflow design)*	
Data Migration Specific Design		*Data Migration Specific Design*	
Reporting/Analytics Specific Design		*Reporting/Analytics Specific Design*	
Integration Specific Design		*Integration Specific Design*	
Security Specific Design		*Security Specific Design*	
Test Planning and Design		**Test Planning and Design**	
Value Realization (During Planning & Design phase)		**Value Realization (During Planning & Design Phase)**	
Contingency Budget		*Contingency Budget*	N.A.
Travel Expenses		*Travel Expenses*	N.A.
Planning & Design Phase GRAND TOTAL	$ -	**Planning & Design Phase GRAND TOTAL**	0

Vendor Pricing Response Worksheet | Project Cost - Configuring, Building, and Testing the Solution

Instructions:
Please provide costs and effort associated with the phases & services below

Total Cost		Total # SI Person-Days	
Core Configuration Services		Core Configuration Services	
Build Services (don't populate; will auto sum)	$ -	Build Services (don't populate; will auto sum)	0
Reporting/Analytics Development		Reporting/Analytics Development	
Interface Development		Interface Development	
Data Conversion Development		Data Conversion Development	
Extension/Customization Development		Extension/Customization Development	
Forms Development		Forms Development	
Workflows		Workflows	
Mobile Apps		Mobile Apps	
Testing Services		Testing Services	
Value Realization Services (During Config-Build-Test)		Value Realization Services (During Config-Build-Test)	
Contingency Budget		Contingency Budget	N.A.
Travel Expenses		Travel Expenses	N.A.
Config-Build-Test Phase GRAND TOTAL	$ -	Config-Build-Test Phase GRAND TOTAL	0

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Project Cost - Training, Deploying, and Providing Initial Support

Instructions:
Please provide costs and effort associated with the phases & services below
Note: Training is included in this worksheet (not in the "Project Cost - OCM" worksheet)

Total Cost		Total # SI Person-Days	
Training Delivery Services		Training Delivery Services	
Deployment Services (Cutover Prep/Cutover)		Deployment Services (Cutover Prep/Cutover)	
Initial Support Services (i.e., Hypercare)		Initial Support Services (i.e., Hypercare)	
Value Realization (During Train-Deploy-Support)		Value Realization (During Train-Deploy-Support)	
Contingency Budget		Contingency Budget	N.A.
Travel Expenses		Travel Expenses	N.A.
Training, Deployment and Supp Phase GRAND TOTAL	$ -	Training, Deployment and Supp Phase GRAND TOTAL	0

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Project Cost - Managing Organizational Change

Instructions:
Please provide costs and effort associated with Organizational Change Management (OCM) spread across the three Phases below.
Note: We are defining OCM here to include stakeholder engagement, process/org change enablement, and communications. Training is not included in this worksheet, but should be provided in the "Project Cost - Train-Deploy-Sup" worksheet.

Total Cost		Total # SI Person-Days	
OCM Services - Planning and Design Phase		OCM Services - Planning and Design Phase	
OCM Services - Config Build Test Phase		OCM Services - Config Build Test Phase	
OCM Services - Train-Deploy-Supp Phase		OCM Services - Train-Deploy-Supp Phase	
Contingency Budget		Contingency Budget	N.A.
Travel Expenses		Travel Expenses	N.A.
Organization Change Management GRAND TOTAL	$ -	Organization Change Management GRAND TOTAL	0

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Other One-Time Costs

INSTRUCTIONS:
Include applicable one-time costs that you typically recommend providing. These are costs incurred once during the implementation period (exclusive of any software subscription or maintenance costs). *These are costs above and beyond the implementation vendor costs (i.e., do not duplicate costs captured in the "Project Cost" workbook).* Examples are provided, while these are largely implementation related examples, the intention is to capture additional one-time costs beyond those already captured in the implementation worksheets.

Pricing Model 1		
One-Time Core Solution Procurement Costs **Add cost Considerations next to application component below (if required)**	**Cost Considerations**	**Estimated Price**
One-time installation or usage fees		
Up-front training for core team		
Up-front training for End Users		
Organization Change Management (communications, process change readiness)		
Project management or planning services during the implementation period		
Solution design and/or configuration		
Solution architecture consulting (i.e., integration, data, security, portal, etc.)		
Development (reports, interfaces, data conversions, extensions, mobile apps,		
Data analysis / migration services during the implementation period		
Testing		
Pre and Post Go-Live readiness and support		
Other (please describe):		
Other (please describe):		
Total One-Time Costs during implementation period		$ -

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Optional Solution and Services

INSTRUCTIONS:
- Vendor to provide prices for any value added services that they are proposing to provide in addition to solution, implementation, and application managed services
- The prices can reflect one-time (e.g., one-time implementation fees, one-time purchase cost) and/or recurring costs (e.g., subscription, ongoing maintenance)
- SCV is interested in receiving pricing for other vendor proposed value added services
- Inclusion of these services in the final scope of services is optional at this point including, but not limited to, the **potential replacement of SCV's Electronic Voucher Payment System (EVPS)**

#	Name of Vendor offering the Solution or Service	Name of Solution or Service	Brief description of solutions and services (please provide greater details on the optional solutions and services, including the associated SLAs being offered ,in your technical proposal response)	Est. number of onsite resources (as/if applicable)	Est. number of offsite resources (as/if applicable)	Service Delivery Location(s) (as/if applicable)	Proposed Duration of Solutions and Services (e.g., go-live through first month-end close; ongoing annual service)	Please describe any discounts that are being provided to SCV	One-Time Cost	Estimated Year-1 Production Cost	Estimated Year-2 Production Cost	Estimated Year-3 Production Cost	Estimated Year-4 Production Cost	Estimated Year-5 Production Cost
									$ -	$ -	$ -	$ -	$ -	$ -
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									$ -	$ -	$ -	$ -	$ -	$ -
								Total Annual Optional Solutions and Services	$ -	$ -	$ -	$ -	$ -	$ -

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Implementation Services Cost Summary
Instructions:

Total Fees (excludes Contingency & Expenses)		Total # SI Person-Days		Daily Blended Rate	
Governance and Project Mgmt.	$ -	Governance and Project Mgmt.	0	Governance and Project Mgmt.	$ -
Planning & Design	$ -	Planning & Design	0	Planning & Design	$ -
Config-Build-Test	$ -	Config-Build-Test	0	Config-Build-Test	$ -
Training, Deployment and Initial Support	$ -	Deployment and Initial Support	0	Deployment and Initial Support	$ -
Organization Change Management	$ -	Organization Change Management	0	Organization Change Management	$ -
PROJECT TOTAL excl. contingency / travel exp.	$ -	**Project TOTAL**	0	**Project TOTAL**	$ -

Informational: Note contingency and expenses are not included in the total numbers above but are shown below, pulled from the detailed tabs that follow

Total *Contingency Budget*	$ -
Total *Travel Expenses*	$ -

FEES GRAND TOTAL incl. contingency/travel exp.	$ -

SCV ERP Solution and Services Selection

Application Managed Service Fees

INSTRUCTIONS:
- Vendors should include AMS staff on the Rate Card Tab
- The prices should be on an annualized basis
- Application Managed Services (AMS): Services include the operation, maintenance, enhancement, optimization and management of the solution. This includes monitoring middleware performance; changing configuration parameters; maintaining hard-coded data or tables embedded within the applications; monitoring, updating and maintaining system interfaces; deploying application updates (i.e., upgrades, patches, and new releases); resolving incidents concerning the solution at Level 2 (L2) and/or Level 3 (L3); identifying problems, performing root cause analysis and defect correction; assisting users and answering user questions about the solution when L1 service desk support requests additional assistance; and executing minor functional enhancements to application code (typically restricted by contractual agreement to changes that can be made utilizing a limited amount of effort, e.g., 40 to 80 hours).
- Inclusion of these services in Vendor responses is required. However, SCV, in its sole discretion, may elect to exclude application manages services from the procurement.

Recurring charges - Application Development and Management - DO NOT enter information here - it will be calculated from your input below

	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5		5-Year Total
Total Recurring	Fixed Price	$ -	$ -	$ -	$ -	$ -		$ -

Note: cross-functional services shall be embedded in the services above

Note: The fees for any major Enhancements/Projects, whether fixed price or on a time and materials basis, will be set forth in the applicable Project Order and calculated in accordance with T&M Rates of Vendor Pricing Response Template

Fixed One-Off Charges - Transition and Exit Services - DO NOT enter information here - it will be calculated from your input below

Service	Unit of Measure	Cost
TOTAL Transition	One-Off Charges	$ -
TOTAL Exit	One-Off Charges	$ -

Fixed One-Off Charges - Early Termination Fees

Service	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
Early Termination Fee for all Services	One-Off Charges					

NOTE: Early Termination Fees assumes termination **for convenience - NOT FOR CAUSE**

Vendor shall apply no early termination cost after Year 3.

Application Development and Management

Service	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5		5-Year Total
Application Support Services	Fixed price							$ -
Application Maintenance Services	Fixed price							$ -
Application Development Services	Fixed price							$ -
TOTAL Recurring	**Fixed price**	$ -	$ -	$ -	$ -	$ -		$ -

Note: cross-functional services shall be embedded in the services above

Volume charges

Service	Unit of Measure	Charge

Optional Services

Service	Unit of Measure	Charge

Note: Please add additional rows as necessary

Transition Services

Resource Category (itemize all charges)	Cost Breakdown	Description of Services/Comments
Project Team/Management		
Software		
Testing		
Training		
Travel		
Third-party consulting and/or labor		
Other (specify)		
Other (specify)		
Other (specify)		
TOTAL TRANSITION FEES	$ -	

Other Price Variation

Instructions: Provide an itemized list of all discounts for consumption, the recurring charges, proposed credits and, other incentives (e.g., volumes), and how they impact the pricing. Add as many rows as needed

#	Cost Breakdown	Price Impact	Description
1			
2			
3			
4			
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9			
10			
11			
12			

Exit Services

Resource Category (itemize all charges)	Cost Breakdown	Description of Services/Comments
Project Team/Management		

Software				13		
Testing				14		
Training				15		
Travel						
Third-party consulting and/or labor						
Other (specify)						
Other (specify)						
Other (specify)						
TOTAL EXIT FEES	$	-				

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Total Cost Summary

INSTRUCTIONS:
DO NOT enter information here - it will be calculated from your input in the other tabs
This worksheet summarizes the cost estimates from the Services Cost Summary, One-Time Expenses, Ongoing Expenses, Application Managed Services, and Optional Services worksheets for each pricing model provided.

PRICING MODEL 1	Implementation Period	Year 1-Production	Year 2-Production	Year 3-Production	Year 4-Production	Year 5-Production	Total Costs
Cost Category							
Implementation Services	$ -						$ -
Contingency and Travel Expenses	$ -						$ -
One-time Expenses	$ -						$ -
Ongoing Operational Expenses (excluding AMS)		$ -	$ -	$ -	$ -	$ -	$ -
Application Managed Services Expenses		$ -	$ -	$ -	$ -	$ -	$ -
Total Costs (excl. Optional Services)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Optional Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PRICING MODEL 2	Implementation Period	Year 1-Production	Year 2-Production	Year 3-Production	Year 4-Production	Year 5-Production	Total Costs
Cost Category							
Implementation Services	$ -						$ -
Contingency and Travel Expenses	$ -						$ -
One-time Expenses	$ -						$ -
Ongoing Operational Expenses (excluding AMS)		$ -	$ -	$ -	$ -	$ -	$ -
Application Managed Services Expenses		$ -	$ -	$ -	$ -	$ -	$ -
Total Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Optional Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -

PRICING MODEL 3	Implementation Period	Year 1-Production	Year 2-Production	Year 3-Production	Year 4-Production	Year 5-Production	Total Costs
Cost Category							
Implementation Services	$ -						$ -
Contingency and Travel Expenses	$ -						$ -
One-time Expenses	$ -						$ -
Ongoing Operational Expenses (excluding AMS)		$ -	$ -	$ -	$ -	$ -	$ -
Application Managed Services Expenses		$ -	$ -	$ -	$ -	$ -	$ -
Total Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Optional Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Vendor Pricing Response Worksheet | Vendor Staffing Plan

INSTRUCTIONS:
Vendor MUST provide its detailed staffing plan for each resource and each Service Schedule (see Schedules B0 through B4 of RFP) of the program that is included in its Proposal.
Each row should represent one individual resource and all cells must be completed. Vendor must use the drop-down boxes where provided.
While SCV is open to an agile or hybrid delivery methodology, we ask that you provide your best staffing estimates on a monthly basis given SCV's planned deployment timeline.
Where multiple vendors are involved in the response (e.g., solution vendor, implementation vendor, subcontracting vendor), the vendor name should be specified for each role provided.

Primary Project Phase	Vendor Name	Role Name	Seniority Level	Key Personnel? (Yes/No)	Day Rate	Total Person-Days	Total Resource Cost	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17
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Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36

Dropdown Listing: Seniority Level
Level 1 - Junior (0-2 yrs. experience)
Level 2 - Advanced Junior (3-5 yrs. experience)
Level 3 - Intermediate (6-10 yrs. experience)
Level 4 - Senior (11-15 yrs. experience)
Level 5 - Experienced (15+ yrs. experience)

Dropdown Listing: Phase
Planning & Design
Config-Build-Test
Train-Deploy-Initial Support
Ongoing OCM
All

0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Vendor Pricing Response Worksheet | SCV Staffing Plan

INSTRUCTIONS:
Vendor MUST provide a staffing plan estimate for expected SCV resources for each phase of the project and for initial post go-live support.
Each row should represent one individual resource and all cells must be completed. Vendor must use the drop-down boxes where provided.

			Project Effort (Person-Days per Month)									Project Effort (Person-Days per Month)										Project
Primary Project Phase	Role Name	Total Person-Days	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21
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Effort (Person-Days per Month)

Month 22	Month 23	Month 24	Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36

Dropdown Listing: Phase
Planning & Design
Config-Build-Test
Train-Deploy-Initial Support
Ongoing OCM
All

0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

SCV ERP Solution and Services Selection

Vendor Pricing Response Worksheet | Milestones, Key Deliverables, and Acceptance Criteria

INSTRUCTIONS:
Vendor MUST provide all Major Milestones and Key Deliverables across the proposed Phases & Services. Additional rows may be added, as necessary.
All Key Deliverables must be linked to a Milestone. One Milestone can have multiple Key Deliverables. A Milestone will not be considered complete if a Key Deliverable has not been accepted by SCV (to be defined in the final contract). Vendor is asked to summarize Fees (including contingency but excluding expenses) associated with each Major Milestone. These fees should tie to the Total Fees & Contingency provided in the prior Pricing tabs.

#	Milestone Name / Description	Fees Associated With Milestone	Days Associated with Milestone	Daily Blended Rate	Key Deliverable Name / Description
				$ -	
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				$ -	
			$ -	
			$ -	
			$ -	

Vendor Pricing Response Worksheet | Rate Card

INSTRUCTIONS:

Vendor MUST provide day rates for all roles in scope of the expected services.
additional locations. Where multiple vendors are involved in the response (e.g.
rate card provided. Please note that ALL services must be provided onshore w

Rate Card Onshore / USA

Location: [insert location / add extra tables for locations that have differe

#	Vendor Name	Role
1		Program Lead / Executive
2		Project Manager
3		Enterprise Architect
4		Business Process Architect
5		HCM Lead
6		FIN Lead
7		P2P Lead
8		Inventory Lead
9		Technical Development Lead
10		Testing Lead
11		Organizational Change Management Lead
12		Training Lead
13		Reporting & Analytics Lead
14		Data Migration Lead
15		
16		
17		
18		
19		
20		

Solution and Services Selection

. Anticipated roles are included. Vendor may add additional roles and may add additio
, solution vendor, implementation vendor, subcontracting vendor), the vendor name sh
ithin the United States.

nt pricing]

Seniority Level	Work-Day Rate

nal tables below for
ould be specified for each

# of work hours in Work-Day

Attachment 3: Security Questionnaire

Table of Contents

Introduction
Instructions: Review and complete each of the tabs included in this workbook. Please provide a complete response to all sections in this workbook. Please follow the instructions in each of the worksheets and attach additional documents to this template where requested. Failure to comply (e.g., missing or incomplete responses) will result in lower evaluation scores or may render the proposal non-responsive.

Descriptions of Column Headings	
Req. ID	Unique identifier of the question.
Question	Question and/or request for response.

Vendor Response Fields	
Short (Yes/No) Response	Indicate a response to the question as either Yes or No. Cells where no short response is required are marked as
Detailed Response/Explanation	Enter a detailed response/explanation as requested in the question.

Note: Any vendor responses to questions that are of a sensitive nature must be identified as such and a second, redacted, version of this response must also be provided.

Security Questionnaire			
#	**Question**	**Short (Yes/No) Response**	**Detailed Response/Explanation**
1	Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/? If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.		
2	Does your application provide standard data encryption techniques? If so, define in detail at all levels. If applicable, what additional options maybe added?		
3	Does your cloud solution rely on third-party partners or subcontractors? If yes please describe fully.		
4	Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/? If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.		
5	Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at https://www.vita.virginia.gov/it-governance/itrm-policies-standards/? If not, please explain.		
6	Does your solution/application/product provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: https://www.vita.virginia.gov/media/vita/it-governance/psgs/domain-amp-topic-reports/pdf/ETAITAccessibilityTopicReportGOV103.pdf. If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal. The VPAT template can be accessed at the following URL: https://www.section508.gov/sell/vpat		
7	Does your solution comply with VITA's current COV IT Prohibited Hardware, Software, and Services Policy: https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/ If proposed solution does not, please provide details that specify how the Supplier's solution does not comply.		
8	Please provide an overview of your firm's comprehensive security risk management processes including your application, monitoring, and management of the controls used. Provide details as to how you establish the context for security risk-based decisions, how you assess the risk, how you respond to the risk once it's determined, and how you monitor the risk on an ongoing basis using	**N/A**	
9	Does your application address security? Please provide an attachment to detail the levels of security inherent in your application and what options can be added to support unique customer requirements to ensure confidentiality.	**N/A**	

10	Please describe in detail your firm's plans to mitigate against any disaster that would affect the ability to provide SCV with the proposed Service/Solution. Provide a detailed plan of your firm's security infrastructure including, facility and information technology security. Provide your firm's plans of action for the following security incidents, as applicable to the RFP: •Interruption of service including denial of service attacks •Vulnerability incidents •Data loss or compromise •Insider attacks	**N/A**	
11	Does your cloud solution allow a customer to solely manage their own encryption keys or must that function remain with solution provider? Please explain and, if applicable, identify any additional options that maybe added.		
12	Given the desire for electronic payment, with approval from DOA, please describe in detail how this process will work and what safeguards and security measures will be employed to ensure audit compliance.	**N/A**	
13	Is the cloud solution you are proposing a Software as a Service, Platform as a Service or Infrastructure as a Service delivery model? Please describe.	**N/A**	
14	Are you offering public, private, government cloud or a hybrid cloud model? Please describe available models and ensure your pricing includes your offered options. Also, please describe if your solution allows for SCV hosting and explain the pros and cons of offsite and onsite hosting that your solution offers.	**N/A**	
15	Is the cloud solution you are proposing FedRamp authorized? If yes, please provide a description of your authorization.		
16	Does your firm follow and incorporate security and privacy recommendations and best practices from the National Institute Standards and Technology ("NIST")? If yes, please describe.		
17	Does the Vendor or software/service maker provide an affirmative attestation that the Software Development Lifecycle (SDLC) used in the creation of the software/service is compliant with the federal requirement as detailed in NIST Special Publication 800-218?		
18	Will any third-party partners, fourth-party partners, or subcontractors have access to SCV systems or data? If yes please describe fully, including how you monitor such access.		
19	Have your appropriate staff read the commonwealth's security policies, standards and guidelines, applicable to your proposed solution, located at the following URL? https://www.vita.virginia.gov/it-governance/itrm-policies-standards/ If you have concerns with the policies, standards, and guidelines, please explain the top 5 concerns.		
20	Is all technical support for the solution based in the US? If no, please identify where the technical support is based.		

21	Do employees or employees of the solution in question have credentials to work with data in the US, e.g. Background check, H1B1 for personnel who are entrusted with your information or granted access to your systems?		
22	Per Executive Order 14028, SCV has adopted an agency-wide Multi-Factor Authentication approach. Does the solution have the ability to be MFA compliant?		
23	Please identify any other external compliance requirements (e.g., PII, PCI, FERPA, HIPAA, NERC, SOX, or other regulatory requirements) met by your solution.	N/A	
24	Do separate environments exist for development, testing, and production? If not, please explain how data is segmented.		
25	Is the solution multi-tenant? If not Multi-Tenant, please provide a description of your ability to partition information about SCV's users and data within a single tenant of the proposed solution. If Multi-Tenant, please describe any Multi-Tenant controls for separation of SCV users and data with other customers within the proposed solution.		
26	Do you support AzureAD SSO (SAML)?		
27	Do you use third-party (e.g., hosted email, email marketing services, etc.) email providers? If so, please identify the third-party provider(s).		
28	Does this solution support monitoring via API?		
29	Does the data get transmitted out of the continental US?		
30	SCV routinely works with information that is subject to data export control regulations. Can SCV be assured that export-controlled information remains within the borders of the United States? If so, please describe how such assurance is provided.		
31	What are the system boundaries of the proposed solution?	N/A	
32	Does the solution support MDM (Mobile Device Management)?		
33	What level of scanning can SCV perform on the system (e.g., Port, Vulnerability)?	N/A	
34	Can the system be enrolled in a monitoring program and can the logs be exported to a SIEM?		
35	Was/Is the hardware manufactured in the Continental United States?		
36	Can you provide a detailed description and/or configuration diagram(s) of the hardware, computers, servers, etc.? If so, include all space, power, air, HVAC, and networking requirements for the equipment.		
37	Can you provide a clear description of how the proposed solution will work within SCV's current production environment? If so, clearly identify what modifications (if any) need to be made to support the proposed solution.		
38	Will the vendor of the proposed solution / system support an interconnectivity agreement between vendor and SCV since solution is externally-hosted or cloud based?		
39	Does this service/application vendor share client data/personal information with other parties? If yes, please explain.		

40	Does the proposed solution / application have robust methods for provisioning and consuming data? If yes, please describe all methods.		
41	Does the proposed system dictate that ownership of any data/content uploaded to the application/service belongs to the subscriber or client?Please confirm that all data/content uploaded to the application/service belongs to the subscriber (the Supreme Court of Virginia) and add any additional detail you feel is relevant regarding data and content ownership.		
42	Does the proposed solution / system allow subscriber or client full ownership of data throughout the entire lifecycle? If not, please explain.		
43	Will SCV have full ownership of their data throughout the lifecycle? If not, please explain as it is SCV's expectation that it will have such ownership.		
44	Is client data erased or completely deleted upon cancellation of this service/application and will the vendor provide a certificate of destruction back to SCV when data is destroyed/erased? Please explain erasure methodology.		
45	Please describe the vendor's communication steps regarding system outages (patching/unplanned).	N/A	
46	Does the proposed vendor confirm and document web crawler prevention at Webroot?		

2/1/2024

Attachment 4: Proposer RFP Exceptions

Table of Contents
0. Instructions
A. RFP Exceptions

Introduction

SCV requires all Proposers to submit a completed RFP Exceptions template with their proposal, r
exceptions. Each exception must be listed discretly in its own row.

Descriptions of Column Headings

RFP Document	Identify the RFP Document that contains the content where e:
Section	Identify the section of the specified RFP document where exc
Page(s)	Identify the page(s) of the specified RFP document where exc
Content for Exception	Provide the exact content from the RFP document where exc
Explanation	Explain why exception is taken to the specified content.
Proposed Alternative	Provide an alternative to the content where exception is taken

Required Proposer Certification   *To be completed by a*

Proposers agree that any portion of the RFP for which they did not cite exceptions as perscribed c
any future contracts that may be awarded as a result of this procurement. Exceptions may not be
for purposes of correcting unintentional omissions or errors in the original submission. Proposers
well.

Proposer Firm Name:	
Authorized Executive Name:	
Certification (select one):	

egardless of whether or not the Proposer has RFP

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eption is taken.

ception is taken.

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1. Only one alternative may be proposed. CUNY

on this template shall be non-negotiable with regard to
provided later in the procurement process, including
understand this applies to their subcontractors as

Proposer Exceptions to SCV's RFP for ERP Software and		
#	RFP Document	Section
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Attachment 5: Q&A Submission

Table of Contents
0. Instructions
A. Q&A

Introduction

Submit this completed Questions Form no later than the time and date identified in the RFP (Supreme Court of Virginia RFP for Enterprise Resource Planning document; Section 1.1 Pre-Proposal Teleconference and Questions and Answers). Questions received after the due date and time may not be answered by the Supreme Court of Virginia. The Supreme Court of Virginia shall not be liable for any questions that are not delivered to the proper email address or for emails that are not delivered on time for any reason.

Descriptions of Column Headings

RFP Artifact & Page Reference	Identify the RFP Document and page referenced that contains the question.
RFP Section Name	Identify the section of the specified RFP document where the question is located.
RFP Section Reference	Identify the specific text referenced in the RFP that applies to the question.
Vendor Question	Provide the question that references the specific RFP section designated in prior fields.
Supreme Court of Virginia Response	Leave field blank: SCV will provide question response in this field.

Supreme Court of Virginia ERP Solution and Services Selection - Questions & Answers Submission					
Vendor Name					

Question #	RFP Artifact & Page Reference	RFP Section Name	RFP Section Reference	Vendor Question	Supreme Court of Virginia Response
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Attachment 6: Functional Requirements

Table of Contents
0. Instructions
1. Business Capability Definitions
A. Human Capital Management
B. Financials Management
C. Procurement
D. Inventory & Warehousing

Introduction	
This repository is comprised of multiple tabs, each one representing a functional solution area. Within each tab, requirements are grouped into logical topic/sub-process areas as applicable.	
Proposers are required to complete the response for each requirement and provide description to support the compliance and availability of the respective functionality. If a requirement requests supporting examples or information, please enter these into the comment field for that requirement. For the requirements that contain multiple sub-requirements and are listed as a single requirement, the Proposers must still answer Yes/No for each example provided and not just once for that requirement. No pricing information or sales material should be included in the response. Failure to comply (e.g., missing or incomplete responses) will result in lower evaluation scores or may render the proposal non-responsive.	

Descriptions of Column Headings	
Req. ID	Unique identifier of requirement.
Grouping	The L1 Business Capability functional category/area associated with the requirement.
Requirement	Description of requirement.

Vendor Response Fields	
Does the Solution meet this requirement?	Indicate if requirement will be met. If the requirement will be met without any caveats, limitations or qualifications, select "yes" and complete columns to the right of the sheet on how the requirement will be met (see below). For all other cases, select "no" and provide an explanation in the Comments column. Select "yes" or "no" from the in-cell drop down.
How Does Solution Meet Requirement?	Using the definitions provided below, choose the option from the in-cell drop down that best describes how the proposed core solution will be used to meet the requirement.
	C1: Configuration: Requirement will be met by configuring existing software or through the use of software tools such as application report writer, query, etc.
	C2: Customization: Modification of the core Solution source code or addition of software features implemented through the use of a programming language.
	C3: Roadmap: Requirement will be met by software that will be released within the next six (6) months and is currently under development, in Beta test, or otherwise not yet released. *When this answer is selected, please indicate the targeted future release date (for the software version that would meet the requirement)* in the "Future Release Date (for" C3: Roadmap" responses only)" column.
	TP: Third-Party Product: A product, SaaS or an interface provided by a 3rd party that is not previously integrated and provided as a standard commercial offering by the Proposer as part of its Solution for SCV's ERP Modernization. If Proposers indicate that a requirement will be met through a third-party product, Proposers *must name the third-party product* within "Comments" field for that requirement.
	Z: Not Applicable: Requirement will not be provided.
Custom Complexity?	For any requirement met via "C2: Customization," please indicate the estimated level of effort needed for the Supplier to customize the system to meet the requirement using the following ranges: >160 Hours - High 80 - 160 Hours - Medium <80 Hours - Low Note: The resulting vendor fees required to complete all customizations must also be captured in the pricing worksheet.
Future Release Date (for" C3: Roadmap" responses only)	For any requirement met via "C3: Roadmap," please enter the targeted future release date for the software version that would meet the requirement.
Comments	Enter any declarations, considerations, or any other information needed to qualify the Proposer's response to requirement compliance. Comments should be provided for all requirements (i.e., whether the solution meets the requirement or not). If Proposers indicate that a requirement will be met through a third-party product, Proposers *must name the third-party product* within "Comments" field for that requirement.

Level 0	Level 1	Level 2	Definition
HCM	Acquire Talent	Manage Recruitment	Determine and handle job/position requests/requirements, recruit or source the candidates as per the requests/requirements to fill a vacant position and if applicable, reallocate/promote a current employee, track an applicant's progress through the application and process an applicant, as well as manage recruiting events and associated communications to talent pools.
HCM	Acquire Talent	Manage Hiring (selection)	Screen and select candidates, schedule and manage interviews of candidates, manage the extension of offers of employment to the most appropriate candidates, collect new hire documentation including background information, references and create the employee record.
HCM	Acquire Talent	Manage Onboarding (transition in)	Manage the process of employee arrival including set up of the employee record, assignment of assets, completion of employee checklist such as required paperwork, gathering of knowledge, and ensuring skills and behaviors are present to become effective organizational member.
HCM	Manage Workforce	Manage Absence/ Leave	Manage and execute the procedures associated with requesting, approving, tracking and computing leave / time off from work (e.g., computing an employee's leave balance against their annual quota), Leave of Absence Without Pay LWOP, Military Leave, Workers Company, Injury Leave (SDL), etc. Also includes Family and Medical Leave Act (FMLA) compliance.
HCM	Manage Workforce	Manage Time and Attendance	Capture, monitor and assess employee labor hours, by task or project, and manage time approvals. Time and attendance generates, maintains, and archives important inputs to payroll and compliance information. (Currently UKG Workforce Dimensions and Telestaff sometimes referred to as VB Time for most agencies)
HCM	Manage Workforce	Manage Separation/Off-boarding (transition out)	Manage the process of employee departure (e.g., due to voluntary resignation, downsizing, expiration of contract/retirement, removal on account of disciplinary issues), capture departing employee feedback, recover company equipment and assets, and remove system access.
HCM	Manage Workforce	Manage Workforce Planning, Budgeting, and Forecasting	Align the needs and priorities of the organization with those of the workforce to ensure it can meet its legislative, regulatory, service/production requirements and organizational objectives. Workforce planning is used to get the right workforce skills and capacity to deliver on an organization's mission and strategy. Examines the workforce implications of the organization's short and long-term strategy (e.g., will the organization have the right resources available and, if not, how will the organization obtain the necessary resources).
HCM	Manage Workforce	Manage Workforce Scheduling	Develop and optimize schedules and plan labor to align with staffing needs and to meet budget objectives. Also takes into account factors such as employee preferences, skills, availability, labor laws, workplace rules and best practices. Examines ways to optimize workforce schedules to meet compliance and fair scheduling needs while ensuring the achievement of business targets.
HCM	Manage Workforce Performance	Manage Career Development, Goals and Evaluations	Set goals and objectives, conduct performance reviews and self/manager appraisals, measure and track metrics against organizational goals, mission-critical priorities and achievements, and manage individual development plans.
HCM	Manage Workforce Performance	Manage Skills, Qualifications and Competencies	Capture and track an inventory of employee skills, qualifications, competencies, certifications, etc. and map them to the roles and employees and systematically create a plan to categorize, enhance and develop in line with employee life cycles.
HCM	Manage Workforce Performance	Manage Succession Plans	Plan for future business needs and manage the organizational structure (e.g., management of positions and critical roles) to meet future needs, as well as plan for attrition for top-level talent. This serves as an input to the strategic workforce plan to provide the right mix of experienced and capable employees.
HCM	Manage Workforce Performance	Manage Learning and Training	Create, implement, manage and evaluate programs for employee learning and design learning sessions on the basis of the needs and the availability of the skills within the organization. Learning programs can be virtual, classroom, on-the-job training, etc. and are linked to performance management (e.g., tie performance to learning development). Learning extends to include activities and actions (e.g., read, viewed, attended) and often leverages 3rd party content. [Note: The scope is limited to integration with this capability]
HCM	Manage Total Rewards	Manage and Administer Compensation	Manage annual and ad hoc compensation, determine job valuing (including market data), enable retention programs, record monetary incentive awards for all employees, track budget allocations and approvals for compensation decisions, and perform market analysis and administer pay.
HCM	Manage Total Rewards	Manage and Administer Benefits	Manage benefits plans, programs, and services, including the eligibility, enrollment and coverage for benefit plans (health/vision/Rx, EE/ER contributions), Health Savings Account (EE/ER contributions), dental, legal, identity theft, health and dependent care FSA, LTD (non-VRS Hybrid), Retiree Health/Dental, BEWell, COV457 plan, VRS (DB and DC)/VLDP/Hybrid Cash Match, Basic Life, Optional Life (Payroll)). [Note: The scope is limited to integration with this capability]
HCM	Manage Total Rewards	Manage and Administer Pension	Manage employee pension funds, calculate pension contributions during employee's employment period in support of employee retirement, and manage periodic payments. [Note: The scope is limited to integration with this capability]
HCM	Manage Total Rewards	Manage and Administer Rewards and Recognition	Set up programs to recognize and appreciate (e.g., kudos), reward (e.g., gift cards), and motivate employees on individual and/or group levels for accomplishments and/or performance that delivers outcomes beyond normal expectations and manage business rules associated with rewards (e.g., limitations on the volume of rewards allocated to employees or by managers in a specific time period). [Note: The scope is limited to integration with this capability]
HCM	Administer Human Resources	Manage Workforce / Personnel Information	Capture and manage employee setup and management of employee records / information throughout the employee life cycle, to include non-job-related employee details (e.g., personally identifiable information such as home addresses).

HCM	Administer Human Resources	Manage Org., Positions, Job Descriptions, and Classifications	Manage employee classifications (e.g., exempt or nonexempt under Fair Labor Standards Act (FLSA)) based on job duties, the relationship between positions, the organizational structure and budget control/funding for positions, as well as manage job descriptions to support recruiting, upskilling, reskilling, and organizational design needs; position controls.
HCM	Administer Human Resources	Manage Workforce / Personnel Actions	Capture and manage actions including change of position, termination, etc. and manage notifications and verifications of actions and finalize to the employee record.
HCM	Administer Human Resources	Manage HR Strategy & Planning	Develop, implement and maintain human capital strategies and plans, to include managing workforce strategy, recruiting employees, developing and counseling employees, managing employee relations, rewarding and retaining employees, redeploying and retiring employees, managing employee information, and managing employee communications.
HCM	Administer Human Resources	Manage Workforce Voice and Employee Engagement	Collect, manage and action on employee feedback on improvements to the employee experience, as well as develop metrics and benchmarks for determining how well employees are participating in advancement/professional development. Manage critical aspects of the workforce to promote employee engagement, including voice of the employee.
HCM	Administer Human Resources	Manage and Deliver HR Communications	Develop, send, and manage all communications templates, messages, schedules and delivery formats from HR to organizational employees and ensure transparency across the organization.
HCM	Manage Human Resources Service Delivery	Manage HR Policies and Procedures Guidance	Develop, manage and evaluate the policies, and procedures supporting HR service delivery and provide HR services and guidance to employees and/or managers on how to interpret HR policy.
HCM	Manage Human Resources Service Delivery	Manage HR Knowledge Base	Collect, identify, implement and manage tools and procedures for HR knowledge management. Create and maintain a HR service support knowledge repository (e.g., collect and publish policies or benefits). Store, maintain, access, revise, and use knowledge to communicate HR services (e.g., FAQs, document repositories, search/query functionality).
HCM	Manage Human Resources Service Delivery	Manage HR Services Delivery Cases	Administer intake of service requests, perform needs assessments, route the service requests to the appropriate area, and manage employee cases and service requests (e.g., ticketing).
HCM	Manage Human Resources Service Delivery	Manage HR Self-Service	Provide the tools and information to enable users to service themselves (including employee self-service (ESS) and manager self-service (MSS)) to manage personnel related data, view assigned personnel data, and/or add/change data. Self-service and support is a blend of user-initiated interaction technologies that may include electronic records management systems, chat and knowledge bases.
HCM	Manage Human Resources Service Delivery	Manage HR Metrics, Reporting and Analytics	Generate ad hoc and or pre-scheduled HR reports and analysis on employee/employment and related data. Capitalize on data warehouse and associated self-service reporting capabilities.
HCM	Manage Human Resources Service Delivery	Manage HR Digital Documents	Manage the scanning, storage, processing and extraction of digital documents related to HR processes.
HCM	Workplace Compliance & Guidance	Manage Ethics & Compliance	Ensure policies are compliant with State and Federal laws (e.g., EEO) and update accordingly including for external and internal policies related to Employment Equity, to include recruitment and promotion, compensation, working conditions, training, experience, harassment and dismissal. Additionally, manage all disability accommodations due to physical or mental impairment, collect and store documentation, and provide reasonable accommodations to meet compliance requirements for ADA.
HCM	Workplace Compliance & Guidance	Manage Workforce Equity (Diversity & Inclusion)	Tracking progress of Diversity and Inclusion (DE&I) initiatives, using emerging technologies to proactively identify DE&I opportunities and areas to improve with a DE&I lens. Manage and promote fair treatment throughout the organization, provide equal access to opportunities to all employees, compose teams of individuals with diverse experience and encourage the organizational workforce to share perspectives across groups of people and integrate valuable input.
HCM	Workplace Compliance & Guidance	Manage Health and Safety	Manage workforce safety and prevention programs. Capture, track, and monitor quality and safety metrics against standards, manage communications between all stakeholders sharing status of an issue, identify and remediate potential and actual workplace hazards. Additionally, document and categorize worker's compensation incidents and manage the workers compensation programs including collection of claims, establishment of scope and cadence of claims, monitoring of claim progress, reporting of worker's compensation and ensuring communication and compliance.
HCM	Manage Employee Relations	Manage Workforce Complaints / Grievances	Collect, review, assess, track and handle the processing and review of workforce complaints and ADA, and determine and approve resolutions, as well as ensure appropriate communications are provided to associated parties.
HCM	Manage Employee Relations	Manage Disciplinary Actions	Set performance standards, identify problem behavior, measure and track employee performance against the identified standard, develop a corrective action plan for disciplinary issues, monitor progress and report on disciplinary trends in the workplace.
Financials	Manage Budgeting & Planning	Create Budgetary Estimates, Plans and Forecasts	Develop annual and multi-year operational plans, budgets and forecasts for reporting entities, utilizing inputs from strategy, scenario planning analysis, and other core business processes, where appropriate. Measure and report on variance of forecasts to actuals. Manage a wide variety of funds and service areas among nine agencies with different restrictions on those funds and services areas (e.g., unable to move some funds between agencies).
Financials	Manage Budgeting & Planning	Consolidate & Revise Budgets	Aggregate the budgets as per the organization structure and provide managers with a consolidated view (future) that can be used for day-to-day operational purpose. Perform ongoing revisions to budget spread and create projections (revision of last year's budget). Maintain total committed annual budgetary amounts. Annually request additional funding from the general assembly and revise the budget.
Financials	Manage Budgeting & Planning	Manage Financial Performance	Plan, monitor, and measure financial performance (e.g., maximize operating margins). [Note: This is, and will continue to be, performed at a high level only.]

Financials	Manage Budgeting & Planning	Perform Long-Term Financial Planning	Incorporate scenario assumptions, trend analysis, financial projections, rolling forecast, and strategic plans into the development of long-range plans. The long-range financial plan feeds into the annual budget. [Note: Long-range planning is only performed for criminal fund, IMC, and non-general fund revenue.]
Financials	Perform General Accounting	Manage Subledger Accounting	Manage the details behind entries in the general ledger used in accounting (i.e., the subsidiary ledger)
Financials	Perform General Accounting	Manage Project Accounting	Setup direct and indirect projects (including tasks). Identify project owner, establishing roles, identifying resources to support identified roles, forecasting resources. Manage multiple burden and costing. Create project level accounting to track specific transactions, costs, and allocate cost to the appropriate cost centers. Includes the management of various project types that drive cost calculations. [Note: Largely Grants and CIP (Construction in Progress)]
Financials	Perform General Accounting	Manage Financial Accounting	Ability to record financial transactions (e.g., journal entries) in compliance with various rules (e.g., FASB, govt. regulations) for various organizations, perform regulatory reporting & filings and management accounting activities. Includes attaching supporting material to transactions.
Financials	Perform General Accounting	Manage Ledgers and Chart of Accounts (CoA)	Design and manage the sets of books and CoA structure (including parents/summary-levels with multiple segments), multiple structures (different hierarchy structures for different reporting purposes), define the GL code blocks, create the GL accounts, subledger accounts (SLA) and crosswalk codes (CC) and allow/disallow usage of the accounts.
Financials	Perform General Accounting	Manage Lease Accounting	Manage the lease accounting based on the type of lease (i.e., capital or operating lease); record fixed/variable lease costs, and impairment or amortization. [Note: The scope is limited to integration with this capability]
Financials	Perform General Accounting	Manage Fund Accounting	Manage the activity of analyzing, recording, consolidating/summarizing, and interpreting financial transactions. Track revenues that have purpose restrictions against the expenditures made for those purposes.
Financials	Perform Period Close	Consolidate Financials	Analyze, reconcile, consolidate, summarize and aggregate financial data, based on different accounting standards and federal regulations, and track eliminations.
Financials	Perform Period Close	Perform Final Reconciliation	Review and reconcile rates (including salary, fringe and leave) and other fixed/variable charges such as shared services costs based on usage
Financials	Perform Period Close	Manage Period / Cycle Close	Establish the closing check list of activities and allocate the tasks to the different control points along the process. Includes ability to close and open different application on different timelines.
Financials	Perform Period Close	Manage Labor Distribution	Create labor schedules for employee assignments (e.g., distribute payroll costs to projects, awards, or GL accounts) and manage labor costs
Financials	Manage Finance Service Delivery	Manage Financial Data	Collect, identify, implement and manage tools and procedures for Finance knowledge management. Create and maintain a Finance service support knowledge repository (e.g., collect and publish policies, guidance). Store, maintain, access, revise, and use knowledge to communicate Finance services (e.g., FAQs, document repositories, search/query functionality).
Financials	Manage Finance Service Delivery	Manage Finance Self-Service	Provide the tools and information to enable users to service themselves (e.g., manage expense, travel vouchers, time). Self-service and support is a blend of user-initiated interaction technologies that may include electronic records management systems, chat and knowledge bases.
Financials	Manage Finance Service Delivery	Manage Finance Metrics, Reporting & Analytics	Generate ad hoc and or pre-scheduled Finance reports and analysis on Finance related data. Capitalize on data warehouse and associated self-service reporting capabilities.
Financials	Manage Finance Service Delivery	Manage Finance Digital Documents	Manage the scanning, storage, processing and extraction of digital documents related to Finance processes
Financials	Support Finance Relations & Requests	Manage Controls, Compliance & Regulatory Affairs	Develop and manage compliance programs including review contracts, research laws, manage agency records, provide due diligence, and manage compliance documentation
Financials	Support Finance Relations & Requests	Support Internal & External Auditor Requests	Review and provide requested financial information from internal and external auditors
Financials	Manage Billing & Accounts Receivable	Create Invoices & Bills	Create invoices (future state: for Circuit Courts and other Judicial agencies only) and bills and control general ledger (GL) posting. [Note: There are two primary types of receivables: 1. All Court receivables (citizen fees, etc.; are handled through Courts Financial Accounts System) – report receivables to DOA, but do not bill nor receive – just report out of Courts FAS, and 2. Office of Executive Secretary (OES) - Misc. (e.g., payroll, law library – separately appropriated for law library) and DJIT (Dept. Judicial IT) receivables (largely Circuit and other Judicial agencies for computer equipment that is billed by IT to the Circuit Courts, but also IT services) – IT purchases through AIMS and create PO in IDSS and enter invoice in IDSS. There is a DOA AR system in which quarterly receivables are entered by aging (to enable DOA to report on gaining). It is unlikely that DOA would allow an integration.]
Financials	Manage Billing & Accounts Receivable	Manage Collections	Enter and maintain various types of receipts (e.g., application of "cash" receipts to open AR). Analyze, track and manage due and overdue receivables; manage unapplied collections, credits, overpayments; generate collections aging report for outstanding invoices and adjusting invoices and bills (e.g., removing errant billing).
Financials	Manage Billing & Accounts Receivable	Manage Receivables Debit / Credit Memos	Adjust outstanding receivable amounts for invoice adjustments. [Note: Infrequent occurrence for SCV]
Financials	Manage Billing & Accounts Receivable	Manage Customer Account Profiles	Manage (create, add, modify, delete, merge, split) various customer data hierarchies (that come over from the various programs). [Note: Customers would be for 1. Law Library customers, 2. Circuit Courts, 3. Other Judicial Agencies]

Financials	Manage Grants as a Grantor & Grantee	Manage & Pursue Grant Opportunities	Identification of goals of the grants program, definition of eligibility and process requirements, preparation of grant programs documentation, allocation of budget, announcement/publication, reminders to protentional applicants, intake of applications and relationship management
Financials	Manage Grants as a Grantor & Grantee	Manage Award & Oversight	Evaluation and determination of awards, communication with Grantee, configuring/setting up Grants accounts (responsibility of Director of Fiscal Services), acceptance and signature of grant award, detect duplication applications, fraud detection, and grant/program amendments.
Financials	Manage Grants as a Grantor & Grantee	Manage Administration & Performance	Periodic report intake, risk assessment/dashboard reporting, periodic report assessment, validation of payments/withdrawal of funds, payment profiling, and initiate/authorize payment/refunds.
Financials	Manage Grants as a Grantor & Grantee	Manage Audit & Close	Final reconciliation of funds, closure of grant agreements, and tracking of grant related expenditures (responsibility of Grants Accountant)
Financials	Manage Grants as a Grantor & Grantee	Manage & Pursue Grant Opportunities	Identification of opportunities, manage award approval, application reminders, capture of application (incl. budget narrative), management and integration of attachments, submissions to Grantor system (currently via email).
Financials	Manage Grants as a Grantor & Grantee	Manage Award & Oversight	Manage award acceptance. Link award acceptance to the awarded grant. Setup awarded grant (budget, receipt, and control). Notification (i.e., email) from Grantor on application status/award.
Financials	Manage Grants as a Grantor & Grantee	Manage Administration & Performance	Manage amendments to personnel, timeframe, and budget, budget management, project management, deliverables, dashboards on KPI, justify and request Grant disbursements, validate payments, and payment profiling. [Note: The Courts largely receive federal grants, but also some sub-grants]
Financials	Manage Grants as a Grantor & Grantee	Manage Audit & Close	Initiation of final payment/refund, final reconciliation of funds, closure of grant agreements.
Financials	Manage and Process Payroll	Manage Payroll	Setup payroll structure and pay periods, manage the sum of all financial records of salaries for an employee (e.g., maintain accurate payroll records, including wages, bonuses, deductions, allowances, gross pay, net pay, etc.), and apply payroll changes. [Note: All employees, retired, and substitute judges are paid through Cardinal. Only retired and substitute judges are managed outside of Cardinal - they (or their clerks) enter their time on a form (time/per diem sheets) that is sent to payroll staff who manually enter the time into IDSS by payroll staff. Retired and substitute judges work either a half or full day, as such the interface to Cardinal is either 4 or 8 hours respectively. Retired judges are paid $250 for any portion of a day. Substitute judges are paid at different rates $100 for half day and $200 for full day.]
Financials	Manage and Process Payroll	Manage Payroll Deductions, Taxes Garnishment, and 3rd Party Filings	Calculate gross to net pay to determine withholding taxes, health insurance, retirement contributions and voluntary benefits, process salaries, file employment taxes, manage third party deductions and filings. [Note: This capability will be managed through Cardinal and is in scope from an integration perspective only.]
Financials	Manage and Process Payroll	Process Payroll Payments	Prepare accurate paychecks and distribute payments (e.g., direct deposit, paper checks) to employees for time worked. Payroll processing also includes tracking of overtime, paid time off and other miscellaneous impacts to an employee's pay. [Note: This capability will be managed through Cardinal and is in scope from an integration perspective only.]
Financials	Manage Fixed Assets	Manage Asset Requests	Develop and submit requests for depreciable goods and services, with the ability to define the specific parameters to drive the sourcing of these requests (price, vendor, quantity, etc.). [Note: IT Assets inventory and location/movement will be managed in either the new ERP or ServiceNow. All other assets will be managed in the State solution (FAACS/Cardinal) with integration to the ERP. Other assets cannot be tracked in new ERP since it's a state requirement to use FACCS (i.e. would need exception). LAS is the state system that manages leases (e.g., software subscriptions).]
Financials	Manage Fixed Assets	Manage Asset Acquisition & Depreciation	Record newly acquired asset with both financial as well as descriptive information (asset master data); capture acquisition as well as valuation information that will be used over the lifecycle of the asset. Address backordered assets or related items.
Financials	Manage Fixed Assets	Manage Asset Improvements & Depreciation	Record improvements to assets and impact to assets depreciation calculation. Calculate the asset's depreciation schedule based on the assets classification, age, value and any improvement made to the assets.
Financials	Manage Fixed Assets	Manage Asset Maintenance & Transfers	Record the assets maintenance schedule, warranties and any movements of the asset between financial units and locations.
Financials	Manage Fixed Assets	Manage Asset Under Construction	Capitalize the expenditure on new or existing assets (major repairs/overhauls) as the work continuously progresses.
Financials	Manage Fixed Assets	Retire & Dispose of Assets	Retire fully depreciated assets. Occasionally address gain or loss for assets (depending upon initial useful life entry).
Financials	Manage Accounts Payable	Process Invoices	Receive and process digital invoices (with and with/out POs) check-requests, recurring payments, and payment order. Perform invoice matching process (3-way) for POs. Initiate workflow for individual invoice coding, cross check for payment, approval, and payment.
Financials	Manage Accounts Payable	Manage 1099s	Ability to setup 1099 vendors, generate 1099s, track and report on 1099s
Financials	Manage Accounts Payable	Manage P-Cards	Ability to coordinate thresholds for cardholder usage, receive and process transmissions from the financial institutions for the purchases your employees make, receive and process statements for reconciliation purposes, generate transactions in the General Ledger and Accounts Payable systems to record P-Card expenses and pay the financial institutions and monitor cardholder purchases.
Financials	Manage Accounts Payable	Manage Travel & Expenses	Request, approve, submit (with receipts and based upon compliance policies), reimburse, and reconcile travel and expense.

Financials	Manage Accounts Payable	Manage Payables Debit/Credit Memos	Adjust the outstanding payable amounts for variances on account of refunds or increases. Include anything reviewer has determined should be paid (disallowance).
Financials	Manage Accounts Payable	Process Payments	Audit, review, approve, and submit payment batches, to include ACH batches, wire batches, and payment orders for multiple entities. [Note: All payments are made through Cardinal. SCV does not make any payments.]
Procurement	Strategically Source	Analyze Spend	Aggregate, explore/drill down, and report on award, order, and spend data at item and vendor levels across the various agencies.
Procurement	Strategically Source	Manage Categories	Define categories for award, order, and spend analysis and reporting based on defined business rules.
Procurement	Strategically Source	Plan Acquisitions	Apply analyzed historical award, order, and spend data in order to plan and forecast needs for upcoming procurements / acquisitions.
Procurement	Strategically Source	Manage Supply Base	Manage existing and proactively identify sources for future procurements across the existing base of suppliers.
Procurement	Purchase Direct/Indirect Materials & Services	Manage Services Procurement	Manage the talent pool, rate cards and cost benchmarking, rate negotiation and resume comparison, negotiation of contracts and SOWs, resource tracking, tasks and assignments, reporting of deliverables, tracking of SLAs and other commitments, and invoice aggregation and validation.
Procurement	Purchase Direct/Indirect Materials & Services	Create & Approve Requisitions	Develop, submit and approve requests for goods and services, and define the specific parameters to drive the sourcing of these requests (price, vendor, quantity, etc.).
Procurement	Purchase Direct/Indirect Materials & Services	Create & Approve POs	Generate and approve the contractually binding documents with suppliers in compliance with procurement policies and statutes.
Procurement	Purchase Direct/Indirect Materials & Services	Receive Goods & Services	Receipt of goods by warehouse or services via vendor invoice Create material /service receipts in order to update the inventory / service fulfillment and then receive invoice receipt to be received and validated.
Procurement	Purchase Direct/Indirect Materials & Services	Perform Quality Checks	Perform incoming material inspections and quality assurance actions for service acceptance; record conformance or non-conformance to help measure vendor performance.
Procurement	Purchase Direct/Indirect Materials & Services	Create & Manage Procurement Plans	Create material / service requirements forecasts for the planning horizon. [Note: This is created for the various forms that need to be purchased and shipped to the various courts.]
Procurement	Purchase Direct/Indirect Materials & Services	Receive Invoices	Ingest the invoiced goods/services received from various sources (e.g., paper based, EDI, email) to initiate the matching and approval process.
Procurement	Purchase Direct/Indirect Materials & Services	Manage / Process Returns	Coordinate and facilitate returns process for material that must be returned to supplier (also known as RTV).
Procurement	Purchase Direct/Indirect Materials & Services	Manage Materials	The steps to plan material requirements involving upfront planning and ongoing maintenance. [Note: Applies to carious forms only.]
Procurement	Manage Vendor Relationships	Manage Vendor Master Data	Manage the entry and update of required Vendor information, including the definition / enforcement of access controls, classification of vendors, approvals for updates, and sufficient edits to prevent duplicates.
Procurement	Manage Vendor Relationships	Measure Vendor Performance	Provide analytical capability to aggregate raw award, order, and spend data to generate performance metrics by Vendor and cross-compare performance across Vendors. Includes evaluation of vendor performance.
Procurement	Manage Vendor Relationships	Facilitate Vendor Onboarding	Upon finalization of contract, collecting vendor information, setting up new vendors, training vendors where necessary, potentially providing access to the necessary information including credentials for logging into the IT systems to perform the contractual obligations as needed.
Procurement	Manage Vendor Relationships	Track Vendor Compliance	Provide the ability to monitor and report on Vendor(s) compliance with organization's policies and statutes.
Procurement	Manage Vendor Relationships	Provide Procurement Reports & Analytics	Slice and dice procurement and financial data in varying formats as determined by end users.
Procurement	Manage Vendor Relationships	Manage Supply Risks	The actions the organization takes to mitigate and reduce potential risks with Vendors. Also includes monitoring and reporting levels of risk exposure. [Note: SCV does not do this formally today]
Procurement	Manage Supplier Contracts	Develop Contracts	Author contracts using approved standard contract clauses and templates and route drafts through approval workflow levels to support contract negotiations and execution. Facilitate search / retrieval of contract samples/templates through a centralized repository.
Procurement	Manage Supplier Contracts	Manage Contract Lifecycle (incl. Cycle Time)	Continuously monitor contract status, expiration / milestone dates throughout the contract cycle with alerts and reports/dashboards, including renewals, change orders, and amendments.
Procurement	Manage Supplier Contracts	Manage Online Catalogs	Provide online shopping like experience that enables purchasing selection from a customized, shopping cart-enabled interface (punch-out to vendor sites or migrate catalogs into own solution).
Procurement	Manage Supplier Contracts	Establish Contingency Plans	Provide the capability to identify and retrieve comparable contracts from multiple Vendors to support contingency planning in case of Vendor non-performance, insolvency, non-compliance and/or to support other management needs.
Procurement	Manage Solicitations	Develop & Post Solicitations	Author solicitations using templates and content, send out drafts through defined approval workflow levels. Facilitate search/ retrieval of solicitation samples/templates through a centralized repository.
Procurement	Manage Solicitations	Access Solicitation Documents	Provide offerors self-service access to solicitation documents internally and externally per defined access controls and authoring rights.
Procurement	Manage Solicitations	Receive Vendor Proposals	Provide the capability for Vendors to electronically respond to predefined solicitation templates, store Vendor proposals and enable Vendors to provide electronic responses.
Procurement	Manage Solicitations	Evaluate & Award Solicitations	Provide the ability to electronically score solicitation responses based on defined parameters and evaluation criteria.

Procurement	Manage Solicitations	Manage Solicitation Protests	Provide the analytics capability to aggregate scoring and defend award decisions. Monitor compliance of Vendors' protesting awards to deadlines. Provide the capability to initiate and respond to protests.
Procurement	Manage Solicitations	Communicate with Vendor Community	Provide the capability to receive and distribute communications to Vendor community electronically for a specific solicitation, general communication and/or specific groups of Vendors (e.g., addendums, pre-bid meetings, job walks).
Procurement	Manage Solicitations	Support Vendor Questions & Answers	Provide the ability for Vendors to ask questions directly for specific solicitations and review published answers.
Inventory	Manage Inventory & Warehousing	Receive, Process, Ship & Track Inventory	Receiving stock from suppliers, processing the inbound goods, tracking and managing stock, as well as receiving and shipping goods to and from other locations, including different stock locations. Includes internal and external management. [Note: The vendors drop off IT equipment and forms at bay and these are moved to a stock location/warehouse]
Inventory	Manage Inventory & Warehousing	Count Inventory	Conducting periodic physical inventory counts, cycle counting and perpetual inventory processes, including count adjustments (reconciliation) and verification.
Inventory	Manage Inventory & Warehousing	Manage Inventory Ordering	Outbound ordering of stock and associated processes, as well as those for back-order management.
Inventory	Manage Inventory & Warehousing	Ship Inventory	Managing processes to ship goods to court locations. [Note: All shipment/transportation is handled through UPS]
Inventory	Manage Inventory & Warehousing	Manage Inventory Returns	Managing processes for order returns and disposition, including reconciling them to inventory or returning to supplier vendors. [Note: SCV has a limited number of returns (unless printing issues occur).]

Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date (for" C3: Roadmap" responses only)	Comments
H001	Acquire Talent	The solution will be able to support core functionality for Manage Recruitment as described in "1. Capability Definitions."					
H002	Acquire Talent	The solution will be able to support core functionality for Manage Hiring as described in "1. Capability Definitions."					
H003	Acquire Talent	The solution will be able to support core functionality for Manage Onboarding as described in "1. Capability Definitions."					
H004	Acquire Talent	The solution will be able to post an open position internally, externally, and simultaneously, with multiple position locations, through multichannel sourcing capabilities.					
H005	Acquire Talent	The solution will be able to support a Hiring Manager to select specific position preferences/benefits that will automatically be included in the posted position.					
H006	Acquire Talent	The solution will be able to post evergreen roles that are refreshed based on a user-defined time period (e.g., every 30 days).					
H007	Acquire Talent	The solution will be able to allow Recruiters to search for open positions by job code, pull in job description, compensation data, and position requirements (e.g., specific position, position close date) and make updates/additions/removals to and, automatically, update existing integrated job postings in job boards.					
H008	Acquire Talent	The solution will be able to automatically remove the posting from all job boards including any retroactive updates to close dates (e.g., when a close date is updated to a date in the past, the job posting must be removed) once a position close date has passed.					
H009	Acquire Talent	The solution will be able to define, and automatically include, required statements in each job posting (e.g., Equal Employment Opportunity and Drug-Free Workplace statements, Veterans preference).					
H010	Acquire Talent	The solution will be able to allow a candidate to create an account or apply as a guest but capture their guest information for future account creation.					
H011	Acquire Talent	The solution will be able to manage various unique identifiers and profiles for applicants (e.g., ability to merge data from an applicant that has an existing employee identifier such as a past employee who would need their past personnel information linked to the account profile or an applicant that has not created an account in the past).					
H012	Acquire Talent	The solution will be able to flag applicants who are former employees not eligible for rehire.					
H013	Acquire Talent	The solution will be able to flag applications that are internal applicants, past SCV contractors, or past SCV employees.					
H014	Acquire Talent	The solution will be able to allow internal and external candidates with profiles to monitor their status (pre- and post- offer) and submit multiple applications.					
H015	Acquire Talent	The solution will be able to provide easy and intuitive dashboards for end-users to easily follow the hiring process.					
H016	Acquire Talent	The solution will be able to track the status of the application (e.g., Meets Min Quals, Ineligible for Rehire/Past SCV Employee) and step disposition status (e.g., applied, pre-screened, phone interviewed, in-person interviewed).					
H017	Acquire Talent	The solution will be able to allow the Candidates and Hiring Manager to view permitted statuses (e.g., not enabling candidates to view certain statuses).					
H018	Acquire Talent	The solution will be able to support the capturing of, and reporting on, candidate reasons (dropdown reasons) for rejecting an offer.					
H019	Acquire Talent	The solution will be able to send out multiple invitations for assessments and/or interviews, and/or group actions and allow candidates to schedule interviews based on selected dates/times.					
H020	Acquire Talent	The solution will be able to provide automated notifications to candidates with updates during the job application process (e.g., for assessments, review offer, complete background check, onboarding tasks).					
H021	Acquire Talent	The solution will be able to allow Recruiters to view talent acquisition dashboards, including but not limited to the number of applicants, open/closed positions, diversity of the talent pool, talent pipeline, and talent network.					
H022	Acquire Talent	The solution will be able to issue reminder notifications when candidates have not responded or have not completed events (e.g., incomplete applications).					
H023	Acquire Talent	The solution will be able to auto populate required documents (e.g., offer tailored letter/benefits/employment agreements, welcome packet) based on system information, and include the ability to utilize digital signatures (e.g., signed offer letters).					
H024	Acquire Talent	The solution will be able to submit candidate selection to HR with the effective date of processing and to ensure HR related tasks for hire are complete.					
H025	Acquire Talent	The solution will be able to provide workflows based on the type of position being filled (e.g., Management, Intern) with guidance/pop-ups to reference language and regulatory permission requirements.					
H026	Acquire Talent	The solution will be able to capture interview results/scoring captured in the system. Describe the various options for capturing scores in the system.					
H027	Acquire Talent	The solution will be able to accommodate unique onboarding checklists/needs for each location (court/locality)					
H028	Acquire Talent	The solution will be able to support employee ID creation in separate system (i.e., Cardinal) and use within the core ERP solution / employee record					
H029	Acquire Talent	The solution will be able to manage a pool of retired and past Clerks / Deputy Clerks that can be used as-needed (as wage employees)					
H030	Administer Human Resources	The solution will be able to support core functionality for Manage Workforce / Personnel Information as described in "1. Capability Definitions."					
H031	Administer Human Resources	The solution will be able to support core functionality for Manage Org, Positions, Job Descriptions, and Classifications as described in "1. Capability Definitions."					
H032	Administer Human Resources	The solution will be able to support core functionality for Manage Workforce / Personnel Actions as described in "1. Capability Definitions."					

H033	Administer Human Resources	The solution will be able to support core functionality for Manage HR Strategy & Planning as described in "1. Capability Definitions."					
H034	Administer Human Resources	The solution will be able to support core functionality for Manage Workforce Voice and Employee Engagement as described in "1. Capability Definitions."					
H035	Administer Human Resources	The solution will be able to support core functionality for Manage and Deliver HR Communications as described in "1. Capability Definitions."					
H036	Administer Human Resources	The solution will be able to allow users, through self-service supported by workflows and task lists, to create a new organizational structure, staging and aligning all associated attributes and effective dates prior to publishing.					
H037	Administer Human Resources	The solution will be able to create an organizational hierarchy so that the employees can be assigned to, and paid from, multiple positions in different funds, organizational units, classes, and statuses.					
H038	Administer Human Resources	The solution will be able to configure workflow mechanisms (e.g., single- and multi-layered approvals, approvals based on hierarchies/roles/custom rules, approval observers, electronic and email notifications, statuses, manual and automatic re-routing, delegation, cancellation, warning and error messages) to guide users.					
H039	Administer Human Resources	The solution will be able to manage current and historical job information for each employee, including but not limited to promotions, oath date, term date, change of position, leaves of absence, layoffs, retirement, pay rate changes, departmental reassignments, re-hire, and death, supported by automated scanning and digital signature capabilities.					
H040	Administer Human Resources	The solution will be able to perform scenario analysis, e.g., distributing workforce planning output over multiple years based on user-defined criteria. Calculate and provide a rule engine for basic and complex formulas and scenarios using drag-and-drop functionality.					
H041	Administer Human Resources	The solution will be able to initiate Surveys to employees in alignment with actions taken (i.e., exit, retention, satisfaction surveys).					
H042	Administer Human Resources	The solution will be able to produce (ad-hoc, by request) organizational charts of any/every court or department within the courts system for viewing on-line and for extracting to a downloadable file (PDF, JPG, PNG, and XL).					
H043	Administer Human Resources	The solution will be able to record and action multiple start dates (i.e., oath date, term date) for judges, substitute judges, and magistrates					
H044	Administer Human Resources	The solution will be able to support common position titles with differences in employee profile management (e.g., differences for judges by location)					
H045	Administer Human Resources	The solution will be able to capture and selectively use alias/preferred names for judges					
H046	Administer Human Resources	The solution will be able to add non-employees (e.g., contingent labor) into the system					
H047	Administer Human Resources	The solution will be able to assign a judge to a combined district court, and to a specific court type (e.g., juvenile)					
H048	Manage Employee Relations	The solution will be able to support core functionality for Manage Workforce Complaints / Grievances as described in "1. Capability Definitions."					
H049	Manage Employee Relations	The solution will be able to support core functionality for Manage Disciplinary Actions as described in "1. Capability Definitions."					
H050	Manage Employee Relations	The solution will be able to digitally collect and store disciplinary documents with electronic acknowledgement or signature with ability to categorize and review for accuracy and provide access by document category or union.					
H051	Manage Employee Relations	The solution will be able to allow users to access to disciplinary action information based on approved access due to confidentiality.					
H052	Manage Employee Relations	The solution will be able to address staffing and pay when an employee is discharged or demoted.					
H053	Manage Employee Relations	The solution will be able to notify external entities (service benefit providers and Internal groups such as Benefits, Finance, Payroll) of changes including reinstatement to ensure appropriate changes/required updates are automatically made.					
H054	Manage Employee Relations	The solution will be able to provide access to a knowledge base where Managers can search SCV's, company policies for rules specific to disciplinary actions.					
H055	Manage Employee Relations	The solution will be able to provide self-service to Managers to request information on disciplinary records with appropriate access (e.g., view only).					
H056	Manage Employee Relations	The solution will be able to provide dashboard reporting including trend related data, reporting on past violations for an employee.					
H057	Manage Employee Relations	The solution will be able to pull data from past violations to see range of disciplinary actions to be considered as possible consequence.					
H058	Manage Employee Relations	The solution will be able to automate notifications for approaching deadline to assess discipline with dashboard reporting indicating status and due dates.					
H059	Manage Employee Relations	The solution will be able to support a dashboard for trend data relating to workforce complaints/grievances or disciplinary actions.					
H060	Manage Human Resources Service Delivery	The solution will be able to support core functionality for Manage HR Policies and Procedures Guidance as described in "1. Capability Definitions."					
H061	Manage Human Resources Service Delivery	The solution will be able to support core functionality for Manage HR Knowledge Base as described in "1. Capability Definitions."					
H062	Manage Human Resources Service Delivery	The solution will be able to support core functionality for Manage HR Service Delivery Cases as described in "1. Capability Definitions."					
H063	Manage Human Resources Service Delivery	The solution will be able to support core functionality for Manage HR Self-Service as described in "1. Capability Definitions."					

H064	Manage Human Resources Service Delivery	The solution will be able to support core functionality for Manage HR Metrics, Reporting, & Analytics as described in "1. Capability Definitions."				
H065	Manage Human Resources Service Delivery	The solution will be able to support core functionality for Manage HR Digital Documents as described in "1. Capability Definitions."				
H066	Manage Human Resources Service Delivery	The solution will be able to allow users, through self-service supported by workflows and task lists, to search a knowledge base located in a single, designated location of HR documentation and FAQs, supported by an HR policy repository and/or a dedicated imaging platform/software.				
H067	Manage Human Resources Service Delivery	The solution will be able to ensure access is obtained to personnel's HR digital documents.				
H068	Manage Human Resources Service Delivery	The solution will be able to support assistance requests virtually (virtual assistant/chatbot) and telephonically (direct HR personnel contact).				
H069	Manage Human Resources Service Delivery	The solution will be able to provide end-to-end functionality for HR service requests, including open, manage (e.g., routing), and close the case				
H070	Manage Human Resources Service Delivery	The solution will be able to gather feedback on effectiveness of support (e.g., satisfaction survey).				
H071	Manage Human Resources Service Delivery	The solution will be able to analyze case trends (e.g., nature, volume and status of cases) and satisfaction of HR service level agreements (SLAs)				
H072	Manage Human Resources Service Delivery	The solution will be able to utilize reporting capabilities to support specialized/customized (e.g., SCV Personnel, HR Professionals, etc.) reporting requests.				
H073	Manage Human Resources Service Delivery	The solution will be able to provide access through both desktop and mobile devices, with Personally Identifiable Information (PII) security maintained.				
H074	Manage Workforce	The solution will be able to support core functionality for Manage Absence/ Leave as described in "1. Capability Definitions."				
H075	Manage Workforce	The solution will be able to support core functionality for Manage Time and Attendance as described in "1. Capability Definitions."				
H076	Manage Workforce	The solution will be able to support core functionality for Manage Separation/Off-boarding as described in "1. Capability Definitions."				
H077	Manage Workforce	The solution will be able to support core functionality for Manage Workforce Planning, Budgeting, & Forecasting as described in "1. Capability Definitions."				
H078	Manage Workforce	The solution will be able to support core functionality for Manage Workforce Scheduling as described in "1. Capability Definitions."				
H079	Manage Workforce	The solution will be able to allow Managers or SCV HR Professionals to request job change, organizational change, or inter-entity/company move on-behalf of employees:				
H079-1	Manage Workforce	Automated change of payroll area				
H079-2	Manage Workforce	Automated change of benefits/pension plan				
H079-3	Manage Workforce	Security roles				
H079-4	Manage Workforce	Delegation of authority				
H080	Manage Workforce	The solution will be able to manage current and historical job information via automated workflows for each employee, including but not limited to promotions, change of position, leaves of absence, layoffs, retirement, pay rate changes, departmental reassignments, re-hire, and death.				
H081	Manage Workforce	The solution will be able to support data retention requirements for storing and maintaining employee information indefinitely.				
H082	Manage Workforce	The solution will be able to manage notifications to appropriate stakeholders for personnel actions as they are processed and applied to the employee record.				
H083	Manage Workforce	The solution will be able to produce layoff and retention registers including, but not limited to, the following: veterans' preference, company seniority, and performance rating variables.				
H084	Manage Workforce	The solution will be able to Allow for transaction reversals (e.g., deletion of the transaction that occurred to restore to prior state) which could occur up to a year or more later (i.e., crossing calendar/plan years, performance periods, etc.).				
H085	Manage Workforce	The solution will be able to audit the correction history and update downstream modules/systems (i.e.. Payroll, Benefits, external systems, and access control).				
H086	Manage Workforce	The solution will be able to support access to data, actions, processes that are restricted by role and ensure SCV can restrict access to groups as needed. (e.g., by department, organization unit, position/jobs, locations).				
H087	Manage Workforce	The solution will be able to provide access all employee history including job changes, performance data, disciplinary actions, etc.				
H088	Manage Workforce	The solution will be able to provide the ability to create and record complex schedules via dynamic scheduling (e.g., 10-hour workday).				
H089	Manage Workforce	The solution will be able to remove or automatically assign security based on roles when an employee changes their position/role or is terminated.				
H090	Manage Workforce	The solution will be able to report on all past, current, and planned (future effective dated) personnel actions.				
H091	Manage Workforce	The solution will be able to generate employee reports, based on user-defined time period.				
H092	Manage Workforce	The solution will be able to include the capability to offer employee retention/satisfaction surveys.				
H093	Manage Workforce	The solution will be able to report on turnover rates (i.e., monthly analysis of terminated employees)				
H094	Manage Workforce	The solution will be able to allow employees to enter absence and leave through an automated approval workflow				

H095	Manage Workforce	The solution will be able to offer fewer types of absences than the executive branch (e.g., no school or volunteer leave)					
H096	Manage Workforce	The solution will be able to calculate and build business rules based on years on service (e.g., Judicial earns hours for each pay period)					
H097	Manage Workforce	The solution will be able to support complex business rules that calculate payout of leave balances at time of separation					
H098	Manage Workforce	The solution will be able to support a single submission of payroll and travel requests for Retired Judges					
H099	Manage Total Rewards	The solution will be able to support core functionality for Manage and Administer Compensation as described in "1. Capability Definitions."					
H100	Manage Total Rewards	The solution will be able to support core functionality for Manage and Administer Benefits as described in "1. Capability Definitions."					
H101	Manage Total Rewards	The solution will be able to support core functionality for Manage and Administer Pension as described in "1. Capability Definitions."					
H102	Manage Total Rewards	The solution will be able to support core functionality for Manage and Administer Rewards and Recognition as described in "1. Capability Definitions."					
H103	Manage Total Rewards	The solution will be able to support self-service supported by workflows and task lists, collect and maintain relevant data fields for each employee including, but not limited to, employee name, employee id, employee organization, salary review date, supervisor, job code, salary administration plan, salary range, current salary, performance rating, target incentive opportunity(s), next salary review date, salary increase amount, lump sum amount.					
H104	Manage Total Rewards	The solution will be able to perform job evaluations.					
H105	Manage Total Rewards	The solution will be able to facilitate the scheduling and execution of annual enrollment activities, including functionality to allow new employees to link to the benefit providers' interfaces to select benefit plans as a part of the on-boarding process.					
H106	Manage Total Rewards	The solution will be able to record the changes associated with event driven enrollment, including life change events and new hire activities.					
H107	Manage Total Rewards	The solution will be able to provide a seamless integration to benefit administrators' portals to provide employees with a description of benefit plans and include specific plan details (e.g., customized messages to employees, deadlines for completion, or a disclaimer for those employees who decline a benefit).					
H108	Manage Total Rewards	The solution will be able to provide functionality that allows prospective applicants to calculate their potential total compensation.					
H109	Manage Total Rewards	The solution will be able to establish eligibility rules for regulatory requirements (e.g., military leave, sick leave).					
H110	Manage Total Rewards	The solution will be able to track and maintain employee and dependent benefit information (e.g., type of benefit, eligibility dates, plan rates/ costs, plan providers, employee retirement tier(s), type and level of coverage, and Disability and plan participation records).					
H111	Manage Total Rewards	The solution will be able to link benefit options to job or employee groups (e.g., Benefit Codes) and apply to both eligibility determination and reporting.					
H112	Manage Total Rewards	The solution will be able to track and maintain benefit enrollment data (e.g., list of employees whose enrollments are completed, in progress, or not yet started) and enrollment data for employees who are on leave, who have separated, or who have returned for deduction and benefit eligibility status and maintain historically.					
H113	Manage Total Rewards	The solution will be able to allow users to enter one-time benefit deductions (not based on current elections) including, but not limited to, retroactive, overrides, refunds, and additional payments.					
H114	Manage Total Rewards	The solution will be able to send due-date reminders using an integrated email feature and track requests for additional information or paperwork.					
H115	Manage Total Rewards	The solution will be able to support temporary pay for acting/temp clerk assignments, in addition to existing employee role					
H116	Manage Total Rewards	The solution will be able to support an interface to Cardinal that relays whether retired and substitute judges work either a half or full day, and to subsequently support different pay rates for each combination					
H117	Workforce Performance	The solution will be able to support core functionality for Manage Career Development, Goals, and Evaluation as described in "1. Capability Definitions."					
H118	Workforce Performance	The solution will be able to support core functionality for Manage Skills, Qualifications, Competencies as described in "1. Capability Definitions."					
H119	Workforce Performance	The solution will be able to support core functionality for Manage Succession Plans as described in "1. Capability Definitions."					
H120	Workforce Performance	The solution will be able to support core functionality for Manage Learning and Training as described in "1. Capability Definitions."					
H121	Workforce Performance	The solution will be able to define organizational goals, functional, team goals, objectives, and set desired performance standards and behaviors by employee type.					
H122	Manage Workforce Performance	The solution will be able to create configurable job profiles for roles including skill requirements, competency and value models with related learning activities, and gap analysis (comparison of the difference between current required skills, clearances, education, etc. for the desired job position)					
H123	Manage Workforce Performance	The solution will be able to automate any achievement bonus payments associated with upskilling.					
H124	Manage Workforce Performance	The solution will be able to create talent profiles with employee skills, performance goals, education, interests, to source existing employees/internal candidates for a role.					
H125	Manage Workforce Performance	The solution will be able to create individual performance improvement plans (PIP), the performance evaluations related to the PIP, and all throughput of the PIP, including but not limited to the following: disciplinary probation and demotion and termination.					
H126	Manage Workforce Performance	The solution will be able to support goal modification iteratively throughout the year and as employees progress within the organization (i.e., goals can be changed to reflect an employee's new position and/or organizational changes to expectations) capturing historical changes made and by whom.					

H127	Manage Workforce Performance	The solution will be able to capture feedback and solicit feedback from a colleague.					
H128	Manage Workforce Performance	The solution will be able to uniquely identify, query, track and store individual performance data (e.g., performance ratings, multiple raters, quantitative and qualitative criteria, goals, and objectives) to support appraisal processes and employee 360°-views (e.g., for annual, periodic, interim, and ongoing reviews).					
H129	Manage Workforce Performance	The solution will be able to support real-time feedback via mobile devices					
H130	Manage Workforce Performance	The solution will be able to allow managers to report on career progression and performance.					
H131	Manage Workforce Performance	The solution will be able to allow managers/employees to capture performance feedback throughout the year with the opportunity for managers/employees to release this feedback to the other.					
H132	Manage Workforce Performance	The solution will be able to consolidate feedback captured throughout the year to represent a "year in review" for the employee.					
H133	Manage Workforce Performance	The solution will be able to automatically generate and make available performance documents and move/update/cancel existing documents as necessary during job changes (e.g., hire, re-hire, transfer, termination, promotion, demotion).					
H134	Manage Workforce Performance	The solution will be able to support performance ratings/comments changes should an employee file for a change.					
H135	Manage Workforce Performance	The solution will be able to support career mapping for employee career interests.					
H136	Manage Workforce Performance	The solution will be able to support survey management such as surveys related to the full employee life cycle.					
H137	Manage Workforce Performance	The solution will be able to support role-based access for employees and managers (e.g., if assigned a group of employees to manage, a manager may solicit then review feedback on individual employees under their management and employees may review their own feedback, but not that of others in their group).					
H138	Manage Workforce Performance	The solution will be able to allow employees to provide spontaneous feedback to managers / company to submit ideas and provide feedback to company in a report/analytics.					
H139	Manage Workforce Performance	The solution will be able to identify career interests and create an Individual Development Plan (IDP) with ability to track against IDP content.					
H140	Manage Workforce Performance	The solution will be able to consider performance and ratings when evaluating compensation.					
H141	Manage Workforce Performance	The solution will be able to capture, track, report Skills, Qualifications, & Competencies.					
H142	Manage Workforce Performance	The solution will be able to issue a questionnaire to a defined set of individuals to capture feedback (e.g., during a harassment investigation)					
H143	Manage Workplace Compliance & Guidance	The solution will be able to support core functionality for Manage Ethics & Compliance as described in "1. Capability Definitions."					
H144	Manage Workplace Compliance & Guidance	The solution will be able to support core functionality for Manage Workforce Equity (D&I) as described in "1. Capability Definitions."					
H145	Manage Workplace Compliance & Guidance	The solution will be able to support core functionality for Manage Health & Safety as described in "1. Capability Definitions."					
H146	Manage Workplace Compliance & Guidance	The solution will be able to collect information from candidate/employee; Demographics, Disability, Military Experience, Gender, Race/Ethnicity					
H147	Manage Workplace Compliance & Guidance	The solution will be able to ensure state and federal regulatory reports can be generated					
H148	Manage Workplace Compliance & Guidance	The solution will be able to provide insight, dashboards, reporting of diversity of the talent and employment pools, talent pipeline and candidate pipeline					
H149	Manage Workplace Compliance & Guidance	The solution will be able to report on diversity data at a granular level on various demographics by organization (e.g., white, disabled veterans, etc.)					
H150	Manage Workplace Compliance & Guidance	The solution will be able to provide statistical analysis and reporting on succession planning data incorporating diversity data					
H151	Manage Workplace Compliance & Guidance	The solution will be able to provide real time data of headcount challenges and opportunities where diversity gaps are present					
H152	Manage Workplace Compliance & Guidance	The solution will be able to track and manage disability accommodations to ensure ADA compliance is met					
H153	Manage Workplace Compliance & Guidance	The solution will be able to improve understanding of confidentiality of court documents					
H154	Manage Workplace Compliance & Guidance	The solution will be able to collect and store information and ensure it is secured and accessible by appropriate organizational roles					

ERP Functional Requirements - Financials Management							
Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date (for" C3: Roadmap" responses only)	Comments
F001	Manage Accounts Payable - Criminal Fund & IMC	The solution will be able to ability to store a table of Bar IDs and associated attorney names (extracted and loaded from the VA Bar database) in order to validate the bar ID and attorney name in the voucher (Criminal Fund)					
F002	Manage Accounts Payable - Criminal Fund & IMC	The solution will be able to create a form to capture and validate the various fields as reflected on form DC-44 (e.g., individual date of service performed, individual court code) for interpreter payments. [Note: SCV is in the process of adding this functionality to EVPS but is interested in learning about ERP capabilities to potentially handle this functionality.] (Criminal Fund)					
F003	Manage Accounts Payable - Criminal Fund & IMC	The solution will be able to validate that the same interpreter is not at two different locations at a given time. This is based on the interpreter's SSN.					
F004	Manage Accounts Payable - Criminal Fund & IMC	The solution will be able to manage the separate, business rules, form, and fund for IMC Payments					
F005	Manage Accounts Payable - Criminal Fund & IMC	The solution will be able to process requests for payment (e.g., fees, travel, expenses) against complex business rules, including:					
F005-1	Manage Accounts Payable - Criminal Fund & IMC	Depending upon the number of days between when the payment request was submitted and the services or travel was completed (e.g., additional documentation may be required after 30 days)					
F005-2	Manage Accounts Payable - Criminal Fund & IMC	To verify the availability of funds for waivers (i.e., a specific payment request type) prior to payment. If the waiver funds are exhausted, the amount of the waivers will not be paid. This must have the flexibility to reject payment, hold the payment, or short-pay. [Note: No notification is provided to the vendor.]					
F005-3	Manage Accounts Payable - Criminal Fund & IMC	To ensure that submitted requests for payment comply with fees and thresholds (statutory limits) set forth in the SCV Chart of Allowances, including variations by Court (e.g., District, Juvenile and Domestic Relations District, Circuit), by Charge (e.g., misdemeanor, delinquency, felony) and any supplemental statutory waiver amount (if available).					
F005-4	Manage Accounts Payable - Criminal Fund & IMC	To ensure that services and expenses comply with the statutory limits, including specified hourly rates and time increments (e.g., time not recorded in increments greater than .10 hours) for different services, specified fees for services (e.g., set amounts for various tests) and per diems for expenses (e.g., mileage)					
F006	Manage Accounts Payable - Criminal Fund & IMC	The solution will be able to produce a summary report for various elements (e.g., IMC, Criminal Fund, Interpreter, Vendor, Commonwealth) with the month-to-date and year-to-date services and amounts.					
F007	Manage Accounts Payable - General	The solution will be able to support core functionality for Process Invoices as described in "1. Capability Definitions."					
F008	Manage Accounts Payable - General	The solution will be able to support core functionality for Manage 1099s as described in "1. Capability Definitions."					
F009	Manage Accounts Payable - General	The solution will be able to support core functionality for Manage P-Cards as described in "1. Capability Definitions."					
F010	Manage Accounts Payable - General	The solution will be able to support core functionality for Manage Travel & Expense as described in "1. Capability Definitions."					
F011	Manage Accounts Payable - General	The solution will be able to support core functionality for Manage Payables Debit/Credit Memos as described in "1. Capability Definitions."					
F012	Manage Accounts Payable - General	The solution will be able to support core functionality for Process Payments as described in "1. Capability Definitions."					
F013	Manage Accounts Payable - General	The solution will be able to provide automated workflow for receiving materials (e.g., barcode scanning), matching invoices, and submitting payments based on user defined approval needs.					
F014	Manage Accounts Payable - General	The solution will be able to automate the processing of vouchers (e.g., scanning, automatically extracting data elements from the scanned images, and pre-populating data elements from the scanned paper-based vouchers) for non-IMC and non-Criminal fund paper vouchers.					
F015	Manage Accounts Payable - General	The solution will be able to provide automated workflow for (1) AP disbursement, (2) PO, (3) non-PO invoice with authorization matrix					
F016	Manage Accounts Payable - General	The solution will be able to support approval workflows that take into consideration segregation of duties policy pre-established by Finance leadership.					
F017	Manage Accounts Payable - General	The solution will be able to list the various disbursements made by type (e.g., EFT, check, ACH).					
F018	Manage Accounts Payable - General	The solution will be able to produce and edit 1099s, as well as role-based permissions for SCV employees to view 1099s of contractor employees.					
F019	Manage Accounts Payable - General	The solution will be able to report on various 1099 requirements, including ERP vendor provided automatic IRS rule updates.					
F020	Manage Accounts Payable - General	The solution will be able to report on AP data and generate tailored AP reports through self-service (i.e., without requiring IT involvement).					
F021	Manage Accounts Payable - General	The solution will be able to support (populate, maintain, view) a separate set of vendor information (e.g., in a separate vendor table) that is isolated from the SCV's vendors data within the ERP (see the integration/APIs of this use case for further context on this desired feature set).					
F022	Manage Accounts Payable - General	The solution will be able to reconcile statutory payment amount, actual payment, and the amount requested for waiver					
F023	Manage Accounts Payable - General	The solution will be able to set expense approval levels by role, with specific roles allowed to approve over level by a certain percentage					
F024	Manage Accounts Payable - General	The solution will be able to automate the processing of vouchers for non-IMC and non-Criminal fund paper vouchers					

ID	Category	Requirement				
F025	Manage Accounts Payable - General	The solution will be able to initiate a travel authorization request including: the number of court employees, method of travel (e.g., plane, rail), date requested, employee name(s), employee dept.(s), destination(s), reason for travel, travel dates, funding source.				
F026	Manage Accounts Payable - General	The solution will be able to store a table of Bar IDs and attorney names (via VA Bar database) to validate the bar ID and attorney name in a voucher.				
F027	Manage Accounts Payable - General	The solution will be able to set and modify a variety of limits for criminal fund code sections, including hourly limits and caps.				
F028	Manage Accounts Payable - General	The solution will be able to support a single submission of payroll and travel requests for Retired Judges				
F029	Manage Accounts Payable - Travel & Expense	The solution will be able to initiate a travel authorization request including: the number of court employees, method of travel (e.g., plane, rail), date requested, employee name(s), employee dept.(s), destination(s), reason for travel, travel start date, funding source, and travel return date.				
F030	Manage Accounts Payable - Travel & Expense	The solution will be able to provide travel authorizations through an approval workflow.				
F031	Manage Accounts Payable - Travel & Expense	The solution will be able to generate travel reports (e.g., report on travel authorization request issued over a given period of time or by travel authorization number range)				
F032	Manage Accounts Payable - Travel & Expense	The solution will be able to provide approval workflows for employee travel amounts in excess of per diem, per Travel and Expense policy.				
F033	Manage Accounts Payable - Travel & Expense	The solution will be able to support business rules for approvals of travel and expense transactions that assign different approval levels for specific roles, as well as supporting workflow to re-route approvals based upon predefined excess percentages.				
F034	Manage Accounts Payable - Travel & Expense	The solution will be able to associate expenses with different agencies and automatically create two journal entries from approved expenses.				
F035	Manage Accounts Payable - Travel & Expense	The solution will be able to support journal entry to enable payment through the State's Cardinal system.				
F036	Manage Accounts Payable - Travel & Expense	The solution will be able to support additional journal entry to adjust the above journal entry (F129) to either split the original expense among multiple agencies or to move the entire expense to a different agency (depending upon the coding/transaction-details provided by the employee during expense submission).				
F037	Manage Billing & Accounts Receivable	The solution will be able to support core functionality for Create Invoices & Bills as described in "1. Capability Definitions."				
F038	Manage Billing & Accounts Receivable	The solution will be able to support core functionality for Manage Collections as described in "1. Capability Definitions."				
F039	Manage Billing & Accounts Receivable	The solution will be able to support core functionality for Manage Receivables Debit/Credit Memos as described in "1. Capability Definitions."				
F040	Manage Billing & Accounts Receivable	The solution will be able to support core functionality for Manage Customer Account Profiles as described in "1. Capability Definitions."				
F041	Manage Billing & Accounts Receivable	The solution will be able to generate AR Aging based on both invoice date and due date. Automated AR Aging calculation with a total tie to the general ledger (GL)				
F042	Manage Billing & Accounts Receivable	The solution will be able to provide a general overview of collections and aging.				
F043	Manage Billing & Accounts Receivable	The solution will be able to prevent edits to issued invoices and prevent duplication of invoices. If not feasible, the ability to generate a report that summarizes changes made to invoices after the invoice has been issued (e.g., invoice amount/invoice date).				
F044	Manage Billing & Accounts Receivable	The solution will be able to generate a cash receipt report with the invoice number and invoice amount.				
F045	Manage Billing & Accounts Receivable	The solution will be able to support all sales adjustment transaction approval workflow within the system.				
F046	Manage Billing & Accounts Receivable	The solution will be able to account for three primary types of receivables:				
F046-1	Manage Billing & Accounts Receivable	Courts Financial Accounting System (FAS): all court receivables including citizen fees, report receivables to DOA (note: the ERP will not actually bill nor receive funds, only reflect related transaction information)				
F046-2	Manage Billing & Accounts Receivable	Miscellaneous: Payroll, law library (separately appropriated for law library)				
F046-3	Manage Billing & Accounts Receivable	Dept. Judicial IT (DJIT): Circuit Court and other Judicial agencies used for computer equipment that is billed by IT to the Circuit Courts, including IT services				
F047	Manage Billing & Accounts Receivable	The solution will be able to provide monthly extract for Courts receivables at summary level (i.e., fund and revenue source), split by Commonwealth and locality accounts				
F048	Manage Billing & Accounts Receivable	The solution will be able to adjust outstanding receivable amounts for invoice adjustments via debit and credit memos.				
F049	Manage Billing & Accounts Receivable	The solution will be able to support a monthly extract from FAS for Courts receivables at summary level (i.e., fund and revenue source).				
F050	Manage Billing & Accounts Receivable	The solution will be able to split monthly extract at Commonwealth and local levels (via application of a % estimate for the split)				
F051	Manage Budgeting & Planning	The solution will be able to support core functionality for Create Budgetary Estimates, Plans, and Forecasts as described in "1. Capability Definitions."				
F052	Manage Budgeting & Planning	The solution will be able to support core functionality for Consolidate & Revise Budgets as described in "1. Capability Definitions."				
F053	Manage Budgeting & Planning	The solution will be able to support core functionality for Manage Financial Performance as described in "1. Capability Definitions."				

F054	Manage Budgeting & Planning	The solution will be able to support core functionality for Perform Long Term Financial Planning as described in "1. Capability Definitions."					
F055	Manage Budgeting & Planning	The solution will be able to provide Budget managers (Directors) via self-service capabilities with accessible, direct views of the budget at any points in time to provide early and more confident decisions to be made regarding the forecast (e.g., to better use funds vs. having a surplus at end-of-year).					
F056	Manage Budgeting & Planning	The solution will be able to download and upload budget inputs for use in a dedicated budget solution for variance analysis to improve decision making through greater granularity in the decision-making process.					
F057	Manage Budgeting & Planning	The solution will be able to provide rolling 12-month forecast capabilities, with different views of the budget available - manager, Finance Director, function based (includes Chief Judges and Clerks).					
F058	Manage Budgeting & Planning	The solution will be able to have budget data more readily accessible in the GL with a simplified reporting process and improved decision tracking at a detailed level (e.g., the ability to understand the source of adjustment and reasoning).					
F059	Manage Budgeting & Planning	The solution will be able to provide visibility into variance and plan vs. actual (e.g., Director at OES have better visibility into the budgets).					
F060	Manage Budgeting & Planning	The solution will be able to provide the ability to integrate financial forecasts (e.g., current budget and plan; cost reports of budget vs forecast)					
F061	Manage Budgeting & Planning	The solution will be able to automatically integrate information on maintenance agreements and software renewals from finance and procurement modules.					
F062	Manage Budgeting & Planning	The solution will be able to delineate and capture types of adjustments made to budget (e.g., new funding from the General Assembly, appropriation adjustments to salary, healthcare costs) for improved revision tracking at a detailed level					
F063	Manage Budgeting & Planning	The solution will be able to monitor budgets across various agencies and reallocate funds and programs from the general fund as needed.					
F064	Manage Budgeting & Planning	The solution will be able to support rules that restrict transfer of funds (~25 sources) between 9 agencies (e.g., cannot move court money to education)					
F065	Manage Budgeting & Planning	The solution will be able to capture long-term forecasted expenses, including notifications of anticipated renewals					
F066	Manage Budgeting & Planning	The solution will be able to incorporate key drivers in the systems' extended planning and analytics capabilities, including the integration of procurement planning and HR planning (e.g., people costs) and the ability for Directors to create manage reports for finance metrics.					
F067	Manage Budgeting & Planning	The solution will be able to provide budgetary checks in Consolidate and Revise budgets capability and supports wage employee and substitute Judges timesheet reporting activities, via manual data entry.					
F068	Manage Budgeting & Planning	The solution will be able to establish and manage budgets by Agency, Fund, Program and Grant					
F069	Manage Budgeting & Planning	The solution will be able to support rules for restricting movement of funds between 9 agencies and ~25 sources					
F070	Manage Budgeting & Planning	The solution will be able to capture long-term forecasted expenses, including notifications of anticipated renewals					
F071	Support Finance Relations & Requests	The solution will be able to support core functionality for Manage Controls, Compliance, & Regulatory Affairs as described in "1. Capability Definitions."					
F072	Support Finance Relations & Requests	The solution will be able to support core functionality for Support Internal & External Auditor as described in "1. Capability Definitions."					
F073	Support Finance Relations & Requests	The solution will be able to provide compliance solution for contract reviews, law research, and record management to enable due diligence.					
F074	Support Finance Relations & Requests	The solution will be able to review and provide requested financial information from internal and external auditors.					
F075	Support Finance Relations & Requests	The solution will be able to provide request tracking capability, including documents received as a result of audit request as well as overall internal progress					
F076	Support Finance Relations & Requests	The solution will be able to provide finance data necessary for auditor requests and the management of compliance and regulatory affairs.					
F077	Manage Finance Service Delivery	The solution will be able to support core functionality for Manage Financial Data as described in "1. Capability Definitions."					
F078	Manage Finance Service Delivery	The solution will be able to support core functionality for Manage Finance Self-Service as described in "1. Capability Definitions."					
F079	Manage Finance Service Delivery	The solution will be able to support core functionality for Manage Finance Metrics, Reports, and Analytics as described in "1. Capability Definitions."					
F080	Manage Finance Service Delivery	The solution will be able to support core functionality for Manage Finance Digital Documents as described in "1. Capability Definitions."					
F081	Manage Finance Service Delivery	The solution will be able to provide the tools and information to enable user self-service					
F082	Manage Finance Service Delivery	The solution will be able to generate ad hoc and or pre-scheduled Finance reports and analysis on Finance related data.					
F083	Manage Finance Service Delivery	The solution will be able to utilize a data warehouse to support self-service reporting capabilities.					
F084	Manage Finance Service Delivery	The solution will be able to manage the scanning, storage, processing and extraction of digital documents related to Finance processes.					
F085	Manage Finance Service Delivery	The solution will be able to add additional fields required for the Criminal Funds to answer ad hoc requests from the General Assembly.					
F086	Manage Finance Service Delivery	The solution will be able to support self-service remote entry and approval of per diem vouchers for substitute and retired judges					
F087	Manage Finance Service Delivery	The solution will be able to provide leadership, with permissions, the ability to access finance reports on a dashboard with drilldown into expenditures.					
F088	Manage Finance Service Delivery	The solution will be able to add fields required for Criminal Funds (ad hoc requests from the General Assembly)					

F089	Manage Finance Service Delivery	The solution will be able to generate and send report to Judges on per diem basis reflecting pay by days worked				
F090	Manage Finance Service Delivery	The solution will be able to support remote entry and approval of per diem vouchers by substitute/retired judges				
F091	Manage Fixed Assets	The solution will be able to support core functionality for Manage Asset Requests as described in "1. Capability Definitions."				
F092	Manage Fixed Assets	The solution will be able to support core functionality for Manage Asset Acquisition & Depreciation as described in "1. Capability Definitions."				
F093	Manage Fixed Assets	The solution will be able to support core functionality for Manage Asset Improvements & Depreciation as described in "1. Capability Definitions."				
F094	Manage Fixed Assets	The solution will be able to support core functionality for Manage Asset Maintenance & Transfers as described in "1. Capability Definitions."				
F095	Manage Fixed Assets	The solution will be able to support core functionality for Manage Assets Under Construction as described in "1. Capability Definitions."				
F096	Manage Fixed Assets	The solution will be able to support core functionality for Retire & Dispose of Assets as described in "1. Capability Definitions."				
F097	Manage Fixed Assets	The solution will be able to receive assets (requiring receiver to enter tag number, serial number, products being received that create an asset)				
F098	Manage Fixed Assets	The solution will be able to split assets across multiple entities				
F099	Manage Fixed Assets	The solution will be able to create invoices at the project level				
F100	Manage Fixed Assets	The solution will be able to transfer an asset (non-accountant)				
F101	Manage Fixed Assets	The solution will be able to depreciate assets				
F102	Manage Fixed Assets	The solution will be able to capitalize assets				
F103	Manage Fixed Assets	The solution will be able to retire assets (non-accountant)				
F104	Manage Fixed Assets	The solution will be able to automatically populate and update asset information (e.g., category/asset type) in the Fixed Assets Accounting & Control System (FAACS) for asset acquisition and depreciation				
F105	Manage Fixed Assets	The solution will be able to automatically update useful life of assets approaching the end life in FAACS, as well as retiring/disposing of assets upon expiration of useful life.				
F106	Manage Fixed Assets	The solution will be able to add assets in mass				
F107	Manage Fixed Assets	The solution will be able to transfer assets in mass				
F108	Manage Fixed Assets	The solution will be able to retire assets in mass				
F109	Manage Fixed Assets	The solution will be able to generate asset listing as of a particular period				
F110	Manage Fixed Assets	The solution will be able to generate asset additions listing for a period				
F111	Manage Fixed Assets	The solution will be able to generate retirement listing for a period				
F112	Perform General Accounting	The solution will be able to support core functionality for Manage Subledger Accounting as described in "1. Capability Definitions."				
F113	Perform General Accounting	The solution will be able to support core functionality for Manage Project Accounting as described in "1. Capability Definitions."				
F114	Perform General Accounting	The solution will be able to support core functionality for Manage Financial Accounting as described in "1. Capability Definitions."				
F115	Perform General Accounting	The solution will be able to support core functionality for Manage Ledgers and Chart of Accounts as described in "1. Capability Definitions."				
F116	Perform General Accounting	The solution will be able to support core functionality for Manage Lease Accounting as described in "1. Capability Definitions."				
F117	Perform General Accounting	The solution will be able to support core functionality for Manage Fund Accounting as described in "1. Capability Definitions."				
F118	Perform General Accounting	The solution will be able to align a revamped CoA (Chart of Accounts) against the CoA (Chart of Accounts) used by the State (via Cardinal) in order to streamline business accounting and forecasting processes.				
F119	Perform General Accounting	The solution will be able to provide interface options with the ERP becoming the potential new point of General Accounting entry.				
F120	Perform General Accounting	The solution will be able to allocate costs based on user-defined rules (e.g., splitting one expense to multiple courts/agencies).				
F121	Perform General Accounting	The solution will be able to schedule Education monthly reclassification allocation run (e.g., end of period batch jobs).				
F122	Perform General Accounting	The solution will be able to create period end activities list, allocate to users & schedule, monitor and perform period end closing with the capability for Journal Entry Excel upload.				
F123	Perform General Accounting	The solution will be able to manage interagency transactions.				
F124	Perform General Accounting	The solution will be able to adjust entries after period end closing.				
F125	Perform General Accounting	The solution will be able to create and change General Ledger code combinations and assign multiple hierarchies.				
F126	Perform General Accounting	The solution will be able to provide regulatory and ad hoc financial statements & reporting.				
F127	Perform General Accounting	The solution will be able to provide report dashboards and financials compared to budget or benchmark by cost segment or rollup.				
F128	Perform General Accounting	The solution will be able to automatically reconcile accounts and report outstanding items, including those that may lead to overspend.				
F129	Perform General Accounting	The solution will be able to allow for the use of a project number within the general fund for the purposes of Grant Management/Administration.				
F130	Perform General Accounting	The solution will be able to provide fields (approximately 80) and categories in the criminal fund that are not sent to the State's ERP (Cardinal), such as those for special impact requests.				
F131	Perform General Accounting	The solution will be able to use artificial intelligence or other advancements in technology to showcase increased automation and less manual processing.				

F132	Perform General Accounting	The solution will be able to support fields and categories in the criminal fund that are not sent to Cardinal (e.g., fields for special impact request)				
F133	Perform General Accounting	The solution will be able to match fields for grants other than the project number for interfacing with external systems.				
F134	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to support core functionality for Manage & Pursue Grant Opportunities as described in "1. Capability Definitions."				
F135	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to support core functionality for Manage Award & Oversight as described in "1. Capability Definitions."				
F136	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to support core functionality for Manage Administration & Performance as described in "1. Capability Definitions."				
F137	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to support core functionality for Manage Audit & Close as described in "1. Capability Definitions."				
F138	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to capture Courts and departmental priorities to better identify appropriate Grant opportunities that are worth pursuing.				
F139	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to provide a common, centralized grant application development and submission workflow, including manager approval/authorization steps and automated application reminders aligned to key dates.				
F140	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to provide for the management and inclusion of attachments (including grant narrative, letters of support etc.), as well as submissions to Grantor system.				
F141	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to support preliminary provisioning of grant funds prior to / in anticipation of an awarded grant.				
F142	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to provide for the management of award acceptance (includes scopes of work) with the ability to link awards to specific grants				
F143	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to support grantor relationship management, including capturing internal notes (e.g., from conversations on opportunities with grantor relationships) and tracking different contacts across grantors (e.g., DUNs)				
F144	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to setup awarded grant (receipt and control), including intended sub-recipients, allocation of budget(s), deliverables, special conditions (e.g. name of participant(s) receiving benefit, no funds on food etc.) and assignment of an internal Grant tracking number/identifier.				
F145	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to establish a new revenue source code for depository records (in the event of new CFDA number)				
F146	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to support the set-up and award of "mini-grants" (e.g., up to $1500) to localities using available funds from received grants (i.e., as a grantee). Note: localities are reimbursed by central (i.e., funds are not distributed from onset of award) for actual expenses.				
F147	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to support real-time grant project management activities, including the ability to capture milestones, disbursements, payment validation, and payment profiling.				
F148	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to support real-time tracking of grant related expenditures, such as time/attendance logged against grant activities that includes reporting of match hours (i.e., hours logged against grant activities and paid via non-grant funds), pre-approval for travel etc.				
F149	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to manage amendments to personnel, timeframe, and budget				
F150	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to automate reminders of critical grant milestones, including start, payments, reporting, and estimated close dates.				
F151	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to allow managers to view up-to-date information relating to availability of grant funds, including current balance, recorded expenditures, projected expenditures not yet paid (e.g., due to raises, staff turnover/vacancies, costs tagged for disbursement at end of grant).				
F152	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to provide platform for development and sharing of reporting templates.				
F153	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to auto-generate and attach via email any quarterly and annual reports with submission to various external entities and systems (e.g., to DHHS in the PMS system, to DOJ in the Just Grants system, to DCJS in the DCJS Grants Management system and DMV in DMV's Grant Management System, State Justice Institute-SJI).				
F154	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to initiate final payment/refund, including final reconciliation of funds and closure of grant agreements.				
F155	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to provide transparency and accountability for audit purposes.				
F156	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to allow transfer of funds across Grants along with required approval processes to support shortfalls				
F157	Manage Grants as Grantor & Grantee - Grantee	The solution will be able to aggregate and report on match hours logged against a specific grant between various systems (namely, Cardinal).				

F158	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to support core functionality for Manage & Pursue Grant Opportunities as described in "1. Capability Definitions."					
F159	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to support core functionality for Manage Award & Oversight as described in "1. Capability Definitions."					
F160	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to support core functionality for Manage Administration & Performance as described in "1. Capability Definitions."					
F161	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to support core functionality for Manage Audit & Close as described in "1. Capability Definitions."					
F162	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to set up and prepare grant program, including the preparation of application instructions (change by year), updating restrictions for use of funds, special conditions, etc.					
F163	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to provide a checklist for Grant Program Managers of application requirements, ongoing reporting needs, etc.					
F164	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to identify and notify intended applicants (localities) of grant opportunities, i.e., only those localities that are eligible.					
F165	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to establish allocation of budget and restriction of funds. Note: SCV is not a Grant originating organization but uses grant process to distribute funds and enable oversight.					
F166	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to facilitate centralized intake of applications (budget narrative, face sheet, key personnel, policy manual, etc.)					
F167	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to support evaluation of applications/submissions and determine grant awardee using a sustainability formula (i.e., first x dockets that qualify will receive funds) or budget language.					
F168	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to configure locality accounts upon acceptance and signature of grant award acceptance form.					
F169	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to support subrecipient processes for Federal Grants, i.e., SCV acts as both a Grantee and Grantor.					
F170	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to provide automated workflows for initial funds request, tracking project goals, budget amendment requests, and expense approval.					
F171	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to enable the management of the grant monitoring/oversight process, including receipt of quarterly progress and financial reports by locality, as well as generating summary reports relating to number and status (e.g., timeliness) of grants awarded.					
F172	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to facilitate final reconciliation of funds and closure of grant agreements.					
F173	Manage Grants as Grantor & Grantee - Grantor	The solution will be able to support subrecipient process for Federal Grants which essentially makes SCV a Grantee and Grantor i.e., receiving reports from grantees (as grantor) and then submitting reports to the Federal grantor (as a grantee).					
F174	Perform Period Close	The solution will be able to support core functionality for Consolidate Financials as described in "1. Capability Definitions."					
F175	Perform Period Close	The solution will be able to support core functionality for Perform Final Reconciliation as described in "1. Capability Definitions."					
F176	Perform Period Close	The solution will be able to support core functionality for Manage Period / Cycle Close as described in "1. Capability Definitions."					
F177	Perform Period Close	The solution will be able to support core functionality for Manage Labor Distribution as described in "1. Capability Definitions."					
F178	Perform Period Close	The solution will be able to support the entire end-to-end month-end close process and how your solution supports close management, including account reconciliation, transaction matching, journal entry processing, variance analysis.					
F179	Perform Period Close	The solution will be able to report % of transactions posting to accounts with workflow-triggered alerts to department/finance users/groups to drive efficient reconciliation					
F180	Perform Period Close	The solution will be able to promote a single version of truth and accurate financial reporting through CoA (Chart of Accounts) master data mgmt., a flexible chart of accounts (e.g., dynamic insertion), and legal entity setup and maintenance (incl. changes, consolidation).					
F181	Perform Period Close	The solution will be able to provide self-service and standard reports with 1. drill-down (for additional granularity) and filtering capabilities; 2. different categories/segments of general ledger; and 3. consolidation under different department entities and codes to generate financial consolidation reporting.					
F182	Perform Period Close	The solution will be able to support data access controlled based on user role and permissions					
F183	Perform Period Close	The solution will be able to generate Financial Statements with drill-through capability.					
F184	Perform Period Close	The solution will be able to allow for multiple open periods in order to reconcile transactions made in a non-current period					
F185	Perform Period Close	The solution will be able to provide self-service capabilities for users to make changes to their labor distribution (e.g., clerks)					
F186	Perform Period Close	The solution will be able to provide a single labor distribution record for retired and substitute judges supporting multiple courts across business units for the purposes of accurate payroll payments.					

F187	Perform Period Close	The solution will be able to reclassify employee expenses to another agency **not** assigned to the employee profile in Cardinal					
F188	Perform Period Close	The solution will be able to merge multiple records for a single retired/substitute judge to a single business unit for eventual payment					
F189	Perform Period Close	The solution will be able to reconcile supplemental AP data from an external source to ensure accuracy of records between source and ERP system.					
F190	Perform Period Close	The solution will be able to support automated reconciliation (identifying only non-matching transactions)					
F191	Perform Period Close	The solution will be able to provide report that summarizes budget vs actual for locality and district					
F192	Manage and Process Payroll	The solution will be able to support core functionality for Manage Payroll as described in "1. Capability Definitions."					
F193	Manage and Process Payroll	The solution will be able to support core functionality for Manage Payroll Deductions, Garnishments, and 3rd Party Filings as described in "1. Capability Definitions."					
F194	Manage and Process Payroll	The solution will be able to support core functionality for Process Payroll Payments as described in "1. Capability Definitions."					
F195	Manage and Process Payroll	The solution will be able to capture payroll inputs (e.g., time, half days/whole days) via self-service capabilities for timesheet data entry by clerks and judges including additional data such as reason codes, date worked, judge replaced, locality, type of court, business unit, etc.					
F196	Manage and Process Payroll	The solution will be able to calculate and allocate labor costs and distribute labor expenses, including hours worked					
F197	Manage and Process Payroll	The solution will be able to automate wage calculation based upon predefined rules for specific employee groups (e.g., substitute judges receive $100 for a half day and $200 for a full day, while retired judges receive $250 per day regardless of hours worked).					
F198	Manage and Process Payroll	The solution will be able to provide the ability to meet complex payroll rules specific to SCV role/position (e.g., Payroll certifications must be completed no later than 3:30pm on the semi-monthly and bi-weekly certification dates established by DOA).					
F199	Manage and Process Payroll	The solution will be able to produce payroll reports/summary for retired/substitute judges that correlates payment with time submitted					
F200	Manage and Process Payroll	The solution will be able to provide the ability to prevent retired/substitute judges from entering time for a day that is already paid and prevent duplication					
F201	Manage and Process Payroll	The solution will be able to provide seamless submission and query capabilities to enables judges and their administrative representatives the ability to submit data and access reports.					
F202	Manage and Process Payroll	The solution will be able to support a single submission of payroll and travel requests for Retired Judges					
F203	Manage and Process Payroll	The solution will be able to manage payroll corrections and perform payroll audits					
F204	Manage and Process Payroll	The solution will be able to support additional data tags that must be captured including the: court, reason code, ½ or full day, day, type of court					

Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date (for" C3: Roadmap" responses only)	Comments
P001	Manage Solicitations	The solution will be able to support core functionality for Develop & Post Solicitations as described in "1. Capability Definitions."					
P002	Manage Solicitations	The solution will be able to support core functionality for Access Solicitation Documents as described in "1. Capability Definitions."					
P003	Manage Solicitations	The solution will be able to support core functionality for Receive Vendor Proposals as described in "1. Capability Definitions."					
P004	Manage Solicitations	The solution will be able to support core functionality for Evaluate & Award Solicitations as described in "1. Capability Definitions."					
P005	Manage Solicitations	The solution will be able to support core functionality for Manage Solicitation Protests as described in "1. Capability Definitions."					
P006	Manage Solicitations	The solution will be able to support core functionality for Communicate with Vendor Community as described in "1. Capability Definitions."					
P007	Manage Solicitations	The solution will be able to support core functionality for Support Vendor Q&A as described in "1. Capability Definitions."					
P008	Manage Solicitations	The solution will be able to perform critical solicitation related tasks including but not limited to the creation of the solicitation documents, publishing of the solicitation, responding to vendor questions, and evaluating vendor responses to award contracts for all types of solicitations					
P009	Manage Solicitations	The solution will be able to facilitate the creation and storage of solicitation templates and content and the search / retrieval of solicitation samples/templates through a centralized repository					
P010	Manage Solicitations	The solution will be able to deliver access to a self-service solicitation document database that can provide real-time visibility of pending solicitations, statuses, approval, denials, and requests for revision					
P011	Manage Solicitations	The solution will be able to manage the receipt of vendor proposals through a vendor facing portal that guides the vendor at key steps in the submission process and provides submission requirements throughout the process					
P012	Manage Solicitations	The solution will be able to provide automated scoring tools based on defined quantitative and qualitative parameters to help evaluate and award vendor proposals					
P013	Manage Solicitations	The solution will be able to generate evaluation reports and allows for procurement personnel to exercise discretion in the score and ranking that is automated to ensure that the evaluation records are well documented in the event of a vendor protest					
P014	Manage Solicitations	The solution will be able to automate and streamline communication with the vendor community with tools that allow procurement personnel to address communications tied to specific solicitations and/or specific vendors groups (e.g., addendums, pre-bid meetings, job walks)					
P015	Manage Solicitations	The solution will be able to centralize the receipt, organization, and coordination of responses to vendor Questions & Answers (Q&A) for specific solicitations					
P016	Manage Solicitations	The solution will be able to enable procurement staff to manage Q&As and enable intradepartmental socialization, drafting, and approvals prior to answers being published					
P017	Manage Supplier Contracts	The solution will be able to support core functionality for Develop Contracts as described in "1. Capability Definitions."					
P018	Manage Supplier Contracts	The solution will be able to support core functionality for Manage Contract Lifecycle as described in "1. Capability Definitions."					
P019	Manage Supplier Contracts	The solution will be able to support core functionality for Manage Online Catalogs as described in "1. Capability Definitions."					
P020	Manage Supplier Contracts	The solution will be able to support core functionality for Establish Contingency Plans as described in "1. Capability Definitions."					
P021	Manage Supplier Contracts	The solution will be able to support contract document development, including a revision history log, with support for annual updates to T/Cs					
P022	Manage Supplier Contracts	The solution will be able to provide for a centralized repository of all contracts, as well as all POs against the appropriate contract					
P023	Manage Supplier Contracts	The solution will be able to provide automated notification on approaching milestones, contract expiration dates, etc.					
P024	Manage Supplier Contracts	The solution will be able to capture payment schedules, especially for prepayments, with automated reminders/notifications to users					
P025	Manage Supplier Contracts	The solution will be able to capture the correct usage rate/data across supplier contracts					
P026	Manage Supplier Contracts	The solution will be able to provide online catalog of preapproved contracts for local courts to purchase commodity and other common materials/services, as well as parameters about quantity (unit, dollar) of buy and items available for purchase (e.g., tagging items as consumable vs. not)					
P027	Manage Supplier Contracts	The solution will be able to enable local courts to purchase via self service, particularly for small dollars, with predefined limits					
P028	Manage Supplier Contracts	The solution will be able to provide self-service for courts and vendors able to view payment information (e.g., check #, amount, etc.) for completed POs/bills					
P029	Manage Supplier Contracts	The solution will be able to provide a centralized view of POs issued against contracts across all local courts, including status of each PO					
P030	Manage Supplier Contracts	The solution will be able to record and track underperformance of current vendors (both on materials/services provided, as well as customer service satisfaction), in order to provide greater compliance and accountability (need data to justify overall rating)					
P031	Manage Supplier Contracts	The solution will be able to track equipment leases, maintenance agreements and contracts using the following information: 1) purchase order #, 2) vendor, 3) equipment type, 3) model #, 4) department, 5) start date and 6) end date					
P032	Manage Supplier Contracts	The solution will be able to support streamlined process for comparing rates of contractor resources (new and existing, as well as updating rates for existing contractors					
P033	Manage Supplier Contracts	The solution will be able to capture and build workflows and automated reminders for contract renewal dates, expiration dates, etc..					

P034	Manage Supplier Contracts	The solution will be able to provide a standard online catalog for courts self-service use using parameters about quantity (unit, dollar) of buy, as well as items available for purchase (e.g., tagging items as consumable vs. not)					
P035	Manage Vendor Relationships	The solution will be able to support core functionality for Manage Vendor Master Data as described in "1. Capability Definitions."					
P036	Manage Vendor Relationships	The solution will be able to support core functionality for Measure Vendor Performance as described in "1. Capability Definitions."					
P037	Manage Vendor Relationships	The solution will be able to support core functionality for Facilitate Vendor Onboarding as described in "1. Capability Definitions."					
P038	Manage Vendor Relationships	The solution will be able to support core functionality for Track Vendor Compliance as described in "1. Capability Definitions."					
P039	Manage Vendor Relationships	The solution will be able to support core functionality for Provide Procurement Reports & Analytics as described in "1. Capability Definitions."					
P040	Manage Vendor Relationships	The solution will be able to support core functionality for Manage Supply Risks as described in "1. Capability Definitions."					
P041	Manage Vendor Relationships	The solution will be able to support SCV and self-service vendor registration and profile creation (e.g., using a supplier portal), demonstrating vendor database capabilities and the standardization of SCV information to be used by Vendors (i.e., using appropriate SCV legal entity name).					
P042	Manage Vendor Relationships	The solution will be able to integrate with external vendor databases for credit verification, pricing information.					
P043	Manage Vendor Relationships	The solution will be able to quantitatively assess vendor performance on predefined metrics that are communicated at the onset (i.e., during contract negotiation / pre contract signing) of the relationship (e.g., tailoring vendor performance dashboard reporting, drill down capabilities to get transparency to root causes of poor vendor performance).					
P044	Manage Vendor Relationships	The solution will be able to provide risk assessment and monitoring tools to identify potential vendor risk, such as poor previous performance against contractual expectations.					
P045	Manage Vendor Relationships	The solution will be able to support escalation mechanisms for poor vendor performance or risk incidents (e.g., alert capabilities when below acceptable thresholds).					
P046	Manage Vendor Relationships	The solution will be able to provide vendor document management and compliance tracking.					
P047	Manage Vendor Relationships	The solution will be able to provide collaboration features for communication and feedback.					
P048	Manage Vendor Relationships	The solution will be able to digitize current manual forms (DC44 and W9) and build approval workflows around form completion.					
P049	Manage Vendor Relationships	The solution will be able to build business rules to ensure interpreters on correctly fill out and submit DC44 forms.					
P050	Manage Vendor Relationships	The solution will be able to ensure a consistent entity name for Supreme Court of Virginia (i.e., different vendors using different names for the Courts)					
P051	Purchase Direct/Indirect Materials & Services	The solution will be able to support core functionality for Manage Services Procurement as described in "1. Capability Definitions."					
P052	Purchase Direct/Indirect Materials & Services	The solution will be able to support core functionality for Create & Approve Requisitions as described in "1. Capability Definitions."					
P053	Purchase Direct/Indirect Materials & Services	The solution will be able to support core functionality for Create & Approve POs as described in "1. Capability Definitions."					
P054	Purchase Direct/Indirect Materials & Services	The solution will be able to support core functionality for Receive Goods & Services as described in "1. Capability Definitions."					
P055	Purchase Direct/Indirect Materials & Services	The solution will be able to support core functionality for Perform Quality Checks as described in "1. Capability Definitions."					
P056	Purchase Direct/Indirect Materials & Services	The solution will be able to support core functionality for Create & Manage Procurement Plans as described in "1. Capability Definitions."					
P057	Purchase Direct/Indirect Materials & Services	The solution will be able to support core functionality for Receive Invoices as described in "1. Capability Definitions."					
P058	Purchase Direct/Indirect Materials & Services	The solution will be able to support core functionality for Manage / Process Returns as described in "1. Capability Definitions."					
P059	Purchase Direct/Indirect Materials & Services	The solution will be able to support core functionality for Manage Materials as described in "1. Capability Definitions."					
P060	Purchase Direct/Indirect Materials & Services	The solution will be able to manage the talent pool, rate cards and cost benchmarking, rate negotiation and resume comparison, negotiation of contracts and SOWs, resource tracking, tasks and assignments, reporting of deliverables, tracking of SLAs and other commitments, and invoice aggregation and validation					
P061	Purchase Direct/Indirect Materials & Services	The solution will be able to develop, submit and approve requests for goods and services, and define the specific parameters to drive the sourcing of these requests (price, vendor, quantity, etc.).					
P062	Purchase Direct/Indirect Materials & Services	The solution will be able to demonstrate automated workflows for creating and approving POs across AP, Vendor, and purchasing, as well as receiving goods & services via receiving report					

P063	Purchase Direct/Indirect Materials & Services	The solution will be able to support the management of all subscriptions for the Code of Virginia and subscriptions to the VA Reports (decisions of the SCV) and Virginia Court of Appeals reports.					
P064	Purchase Direct/Indirect Materials & Services	The solution will be able to track equipment leases and include the following fields for tracking purposes: purchase order #, vendor, equipment type, model #, department, start date, and end date.					
P065	Purchase Direct/Indirect Materials & Services	The solution will be able to create material / service requirements forecasts for the planning horizon that includes functionality to incorporate the various forms that need to be purchased and shipped to the various courts.					
P066	Purchase Direct/Indirect Materials & Services	The solution will be able to send notifications to buyers 60 days before the end date of the maintenance agreement, rental agreement, or term contract.					
P067	Purchase Direct/Indirect Materials & Services	The solution will be able to categorize purchases according to State rules (i.e., only some types of purchases can be made for the Courts).					
P068	Purchase Direct/Indirect Materials & Services	The solution will be able to assign a single PO to multiple agencies					
P069	Purchase Direct/Indirect Materials & Services	The solution will be able to generate and approve the contractually binding documents with suppliers in compliance with procurement policies and statutes.					
P070	Purchase Direct/Indirect Materials & Services	The solution will be able to support functionality to house required DC44 forms for interpreters that include mandatory fields.					
P071	Purchase Direct/Indirect Materials & Services	The solution will be able to support functionality to process contracts for various vendors (e.g., multiple contracts – 5 year/10 year - for the same vendor)					
P072	Purchase Direct/Indirect Materials & Services	The solution will be able to provide the ability for associate departments (e.g., Courts, Magistrates) to enter purchasing requests.					
P073	Purchase Direct/Indirect Materials & Services	The solution will be able to send payment by charge/credit card for received materials and services.					
P074	Purchase Direct/Indirect Materials & Services	The solution will be able to assign a single authorization number to various expenses related to travel, along with workflow to manage various expense approvals for a given travel authorization number.					
P075	Purchase Direct/Indirect Materials & Services	The solution will be able to manage all subscriptions for the Code of Virginia, including management by exception, and to the VA Reports (decisions of the SCV) and Virginia Court of Appeals reports.					
P076	Purchase Direct/Indirect Materials & Services	The solution will be able to categorize purchases according to State rules (only some types of purchases can be made for the Courts).					
P077	Purchase Direct/Indirect Materials & Services	The solution will be able to split a single requisition or PO across multiple agencies (e.g., licenses)					
P078	Purchase Direct/Indirect Materials & Services	The solution will be able to generate travel authorization numbers for court employees that are either going to travel by plane or rail					
P079	Purchase Direct/Indirect Materials & Services	The solution will be able to generate travel authorization reports showing all travel numbers issued during a period, as well as details of each number.					
P080	Strategically Source	The solution will be able to support core functionality for Analyze Spend as described in "1. Capability Definitions."					
P081	Strategically Source	The solution will be able to support core functionality for Manage Categories as described in "1. Capability Definitions."					
P082	Strategically Source	The solution will be able to support core functionality for Plan Acquisitions as described in "1. Capability Definitions."					
P083	Strategically Source	The solution will be able to support core functionality for Manage Supply Base as described in "1. Capability Definitions."					
P084	Strategically Source	The solution will be able to support automated data capture and storage capabilities (including access to historical images) to collect vendor-related data from various sources (e.g., electronic invoices, contracts), including discussion, or ideally demonstration, of integration across applications (e.g., eVA to search for contracts)					
P085	Strategically Source	The solution will be able to provide robust category management capabilities to support accurate data and reporting (e.g., contractor resource spend)					
P086	Strategically Source	The solution will be able to transact in workbooks including pivot-tables, with the ability to track and analyze general spend and usage					
P087	Strategically Source	The solution will be able to generate spending summary reports by product or vendor and freight costs of all incoming/outgoing items separately					
P088	Strategically Source	The solution will be able to configure/tailor standard vendor reports (e.g., SLA tracking, performance dashboards, supplier/vendor scorecards)					
P089	Strategically Source	The solution will be able to configure reports to assess vendor performance against predefined metrics/expectations					
P090	Strategically Source	The solution will be able to track quantities and spend on various goods and commodities (e.g., toner, paper) across vendors from the Courts' and State in order to identify opportunities for cost savings.					
P091	Strategically Source	The solution will be able to track and analyze multi-year contracts with breakdowns for future budget projections					

| P092 | Strategically Source | The solution will be able to manage supplier renewals, including advanced notification of upcoming renewal dates | | | | | |
| P093 | Strategically Source | The solution will be able to support two separate pools of vendors – Courts and State – to identify appropriateness of contract use by the Courts. | | | | | |

	ERP Functional Requirements - Inventory & Warehousing Management						
Req ID	**Grouping**	**Requirement**	**Meets Requirement?**	**How?**	**Custom Complexity?**	**Future Release Date (for" C3: Roadmap" responses only)**	**Comments**
IW001	Manage Inventory & Warehousing	The solution will be able to support core functionality for Receive, Process, Ship, & Track Inventory as described in "1. Capability Definitions."					
IW002	Manage Inventory & Warehousing	The solution will be able to support core functionality for Count Inventory as described in "1. Capability Definitions."					
IW003	Manage Inventory & Warehousing	The solution will be able to support core functionality for Manage Inventory Ordering as described in "1. Capability Definitions."					
IW004	Manage Inventory & Warehousing	The solution will be able to support core functionality for Ship Inventory as described in "1. Capability Definitions."					
IW005	Manage Inventory & Warehousing	The solution will be able to support core functionality for Manage Inventory Returns as described in "1. Capability Definitions."					
IW006	Manage Inventory & Warehousing	The solution will be able to provide self-service capabilities for SCV Clerks to request inventory that is needed to fulfill local court needs					
IW007	Manage Inventory & Warehousing	The solution will be able to provide self-service capabilities for SCV Managers to view all open requests from SCV clerks for inventory needs					
IW008	Manage Inventory & Warehousing	The solution will be able to manage inventory control tasks such as periodic physical inventory counts, cycle counting, perpetual inventory processes, count adjustments and verifications					
IW009	Manage Inventory & Warehousing	The solution will be able to manage outbound inventory ordering of stock, re-stock, back-order management, and associated processes					
IW010	Manage Inventory & Warehousing	The solution will be able to provide workflow support for various approvals needed to initiate re-ordering of stock, as well as request-to-distribution of current inventory to local courts					
IW011	Manage Inventory & Warehousing	The solution will be able to support automatic identification and notification of low stock items and workflow trigger for re-ordering					
IW012	Manage Inventory & Warehousing	The solution will be able to support automated receipt and matching process of received quantities					
IW013	Manage Inventory & Warehousing	The solution will be able to create comment codes for inventory that is shipped short of what was requested					
IW014	Manage Inventory & Warehousing	The solution will be able to remove obsolete inventory, identify it as disposed, and set automated reminder to dispose of the inventory upon receipt of new product					
IW015	Manage Inventory & Warehousing	The solution will be able to support (or integrate) with bar coding to account for inventory					
IW016	Manage Inventory & Warehousing	The solution will be able to modify an existing item description/count within the warehouse inventory, as well as tracking of revision dates					
IW017	Manage Inventory & Warehousing	The solution will be able to log and track subscriptions for legal books (currently logged in IDSS)					
IW018	Manage Inventory & Warehousing	The solution will be able to track a court's usage so that requests can be reduced as needed (e.g., based on a 6-month usage)					
IW019	Manage Inventory & Warehousing	The solution will be able to provide built-in audit log / trail to capture item reorder history for court orders					
IW020	Manage Inventory & Warehousing	The solution will be able to track and report on open POs for ordered inventory, as well as estimated time to delivery for such orders					
IW021	Manage Inventory & Warehousing	The solution will be able to provide mobile capabilities to operate while not in the warehouse.					

Attachment 7: Technical Requirements

Introduction	
This repository is comprised of multiple tabs, each one representing a technical solution area. Within each tab, requirements are grouped into logical topic/sub-process areas as applicable.	
Proposers are required to complete the response for each requirement and provide description to support the compliance and availability of the respective technical functionality. If a requirement requests supporting examples or information, please enter these into the comment field for that requirement. For the requirements that contain multiple sub-requirements and are listed as a single requirement, the Proposers must still answer Yes/No for each example provided and not just once for that requirement. No pricing information or sales material should be included in the response. Failure to comply (e.g., missing or incomplete responses) will result in lower evaluation scores or may render the proposal non-responsive.	

Descriptions of Column Headings	
Req. ID	Unique identifier of requirement.
Grouping	The technical category/area associated with the requirement.
Requirement	Description of requirement.

Vendor Response Fields	
Does the Solution meet this requirement?	Indicate if requirement will be met. If the requirement will be met without any caveats, limitations or qualifications, select "yes" and complete columns to the right of the sheet on how the requirement will be met (see below). For all other cases, select "no" and provide an explanation in the Comments column. Select "yes" or "no" from the in-cell drop down.
How Does Solution Meet Requirement?	Using the definitions provided below, choose the option from the in-cell drop down that best describes how the proposed core solution will be used to meet the requirement.
	C1: Configuration: Requirement will be met by configuring existing software or through the use of software tools such as application report writer, query, etc.
	C2: Customization: Modification of the core Solution source code or addition of software features implemented through the use of a programming language.
	C3: Roadmap: Requirement will be met by software that will be released within the next six
	TP: Third-Party Product: A product, SaaS or an interface provided by a 3rd party that is not previously integrated and provided as a standard commercial offering by the Proposer as part of its Solution for SCV's ERP Modernization. If Proposers indicate that a requirement will be met through a third-party product, Proposers *must name the third-party product* within "Comments" field for that requirement.
	Z: Not Applicable: Requirement will not be provided.
Custom Complexity?	For any requirement met via "C2: Customization," please indicate the estimated level of effort needed for the Supplier to customize the system to meet the requirement using the following ranges:
Future Release Date	For any requirement met via "C3: Roadmap," please enter the targeted future release date
Comments	Enter any declarations, considerations, or any other information needed to qualify the

Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date (for" C3: Roadmap" responses only)	Comments
Technical Requirements | Solution Architecture							
SA-001	System Flexibility	The proposed solution does not require third party tools (i.e., those not included in the core product). If no, provide list.					
SA-002	System Flexibility	The system provides the ability to create and/or modify edits and business rules which determine the acceptance/correctness of data.					
SA-003	System Flexibility	The systems maintains data integrity during upgrades.					
SA-004	System Flexibility	The system's user interface displays appropriately for a workstation (Windows/Linux/MacOs) web browser					
SA-005	System Flexibility	The system's user interface displays appropriately in a mobile device (Android/iOS) web browser					
SA-006	System Flexibility	The system supports agency branding.					
SA-007	Audit	The system provides complete audit features including audit logging for all transactions in all modules of the system.					
SA-008	Audit	The system allows administrators to configure log level by module, function and user					
SA-009	Audit	The system provides the ability to generate an audit record for all records and transactions, including but not limited to the following values:					
SA-009-1	Audit	*- Application User ID*					
SA-009-2	Audit	*- Update date/timestamp*					
SA-009-3	Audit	*- Old field value/New field value and record ID*					
SA-009-4	Audit	*- IP Address, Computer Name, Network Login ID, Validation Rule(s) used*					
SA-010	Audit	The system does not allow audit records to be physically deleted or altered by end users, except as part of a system auditing and archival process.					
SA-011	Audit	The system provides the ability to support audit-tracking reports for user access, usage logs, and key organization data structures.					
SA-012	Audit	The system provides the ability to archive and restore audit logs.					
SA-013	Audit	The system logs exceptions and invalid access attempts					
SA-014	Audit	The system allows access to audit logs by transaction					
SA-015	Data Storage & Archiving	The system provides on-line access to the current year plus previous years of all types of data retained in the system.					
SA-016	Data Storage & Archiving	The system provides the ability to make specific transactions (such as open or recently closed projects) ineligible for archive					
SA-017	Data Storage & Archiving	The system provides the ability to export/archive system data based on user-defined date range or other user-defined criteria.					
SA-018	Data Storage & Archiving	The system provides the ability to re-load archived data.					
SA-019	Data Storage & Archiving	The system maintains balance data after transaction details have been archived					
SA-020	Data Storage & Archiving	Archival data may be stored outside the production database.					

Technical Requirements | Identity and Access Management

Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date	Comments
IAM-001	Identity and Access Management	The system provides the ability to support LDAP authentication and SSO					
IAM-002	Identity and Access Management	The system provides the ability to import user accounts from an external system					
IAM-003	Identity and Access Management	The system provides the ability to deactivate user accounts from an external system					
IAM-004	Identity and Access Management	The system provides the ability to report user roles, access, privileges and access details in a business friendly fashion.					
IAM-005	Identity and Access Management	The solution contains a recommended user access plan					

Technical Requirements | Technical Architecture							
Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date (for" C3: Roadmap" responses only)	Comments
TA-001	Application Architecture	The system provides all screens, reports and transactions through a Web browser.					
TA-002	Application Architecture	The system does not require any separate client components to be installed on users' machine (ActiveX / Swing / Flash / applets, etc.).					
TA-003	Application Architecture	The system is able to adapt and display accordingly on various form factors - desktop/ mobile/tablet.					
TA-004	Application Architecture	The system provides customizable user interfaces, including ability to customize menus and forms by user.					
TA-005	Application Architecture	The system provides the ability to schedule jobs (i.e., batch jobs, billing, etc.) based on user define rules					
TA-006	Application Architecture	The system provides the ability to accommodate batch jobs concurrently with online updates.					
TA-007	Application Architecture	Off hours batch jobs should complete before working hours and/or provide the ability to pause/resume the job when necessary					
TA-008	Application Architecture	The system can be configured to notify specified users when batch jobs fail					
TA-009	Application Architecture	Batch jobs can be triggered manually as requested					
TA-010	Application Architecture	The system provides the ability to create and/or modify business rules which determine the acceptance/correctness of data based on user permissions.					
TA-011	Application Architecture	The system validates data input the same, regardless of source (i.e. UI, interface file, web service, etc.)					
TA-012	Application Architecture	The system provides the ability to support for inter-process communication including, but not limited to, the following:					
TA-013	Application Architecture	- Attachment of standard object types in an object library					
TA-014	Application Architecture	- Cut and paste capability from data fields and screens to other applications					
TA-015	Application Architecture	The system provides the ability to attach images without the use of an external document repository.					
TA-016	Application Architecture	Documents can be scanned directly into the system					
TA-017	Application Architecture	The system supports mass changes to definable groupings of transactions.					
TA-018	Application Architecture	The system supports effective dating for transactions and table updates, including both future and retroactive changes and date/time of data entry.					
TA-019	Application Architecture	The system can integrate with a BI tool					
TA-020	Application Architecture	The system can export displayed tables and grids to excel or CSV					
TA-021	Application Architecture	The system runs on a widely supported operating system (ex. Windows, RHEL)					
TA-022	Application Architecture	The system provides an administrative dash board on the health of all components, errors, logs, etc.					
TA-023	Application Architecture	The vendor configures multiple environments (ex. Dev, Test, UAT, Production) - please explain					
TA-024	Application Architecture	The vendor configured TEST, UAT, and Prod environments will each support 2+ application instances connected to a single TEST, UAT, and Prod database instance. The application instances will be configured with sticky sessions and fail over abilities.					
TA-025	Application Architecture	The vendor provides scripts and/or procedures to migrate data and releases from one environment to another.					
TA-026	Application Architecture	The vendor provides training and documentation on best practices for creating interfaces from external systems.					
TA-027	Application Architecture	The vendor provides detailed documentation on all technical aspects of the application and its implementation. This includes, data models, data flow diagrams, interface diagram, module diagrams, Network Diagrams, etc.					
TA-028	Application Architecture	The vendor configures the application such that only specified pieces of the application will be accessible via public internet while the rest of the application is only accessible via internal network.					
TA-029	Application Architecture	The vendor provides DB user accounts with the appropriate level of access for the following roles: Report Writer, IT Support Issue researcher, IT developer, IT BA, IT security					
TA-030	Application Configuration & Support Components	The system includes configuration and support software that includes, but is not limited to:					
TA-030-1	Application Configuration & Support Components	- API that is well document. Please explain the recommended method of integrating SCV developed integration					
TA-030-2	Application Configuration & Support Components	- Stress testing tools. Please identify the specific tool. Note: SCV expects the vendor to provide SCV with existing stress test scripts that can be modified for SCV purposes.					

TA-030-3	Application Configuration & Support Components	*- Regression testing tools. Please identify the specific tool. Note: SCV expects the vendor to provide SCV with existing Regression test scripts that can be modified for SCV purposes.*					
TA-030-4	Application Configuration & Support Components	*- Automated Scheduling tools*					
TA-030-5	Application Configuration & Support Components	*- Utilities and tools to monitor resource utilization*					
TA-030-6	Application Configuration & Support Components	*- Migration/Change Control tools*					
TA-030-7	Application Configuration & Support Components	*- Report distribution tools*					
TA-031	Database Management	The system uses an open relational database management system (RDBMS) to store all organization data.					
TA-032	Database Management	The system allows data exchange using current commonly accepted industry formats (e.g. XML or JSON).					
TA-033	Database Management	The system includes utilities for database performance monitoring and optimization that comply with industry standards.					
TA-034	Database Management	The system provides data import functionality to receive standard format data from external parties.					
TA-035	Database Management	The system provides data export functionality that creates common export file format (e.g. comma delimited, tab delimited, space delimited, quotation delimited, etc.).					
TA-036	Database Management	The system provides the database backup and recovery tools required to support organization database recovery plan and procedures.					
TA-037	Database Management	The solution provides the ability to support multiple environments (e.g., application development, testing, training, staging, reporting, and production, etc.).					
TA-038	Database Management	The system provides the ability to copy and/or archive and retrieve data to external storage media based on user-defined selection criteria and times.					
TA-039	Database Architecture	The solution provides a data dictionary/ERD for all business related data					
TA-040	Database Architecture	The system provides the ability to set up log event triggers to automatically notify administrator when a user-defined condition is met.					
TA-041	Database Architecture	The system provides the ability to the administrator to track user behavior as well as application utilization.					
TA-042	Database Architecture	The system provides standard APIs to allow import and export of data.					
TA-043	Database Integrity	The solution provides the ability to encrypt sensitive data.					
TA-044	Database Integrity	Export data APIs allow decryption of sensitive data.					
TA-045	Database Integrity	The solution provides data scrubbing tools for moving production data to test/dev					
TA-046	System Administration Toolkit	The system provides the ability to alert specific users (admins) via text message and email when certain configured events are triggered					
TA-047	System Administration Toolkit	The system provides ability to provide trace information to IT support personnel.					
TA-048	System Administration Toolkit	The system provides the ability to create an audit trail indicating source, content, and user-id of added, updated or deleted information with system date/time stamp.					
TA-049	System Administration Toolkit	Audit trail provides failed/unauthorized log-on attempts with device-id and date/time stamp (including user-id sign-on/off history).					
TA-050	System Administration Toolkit	Screens within the system have the ability to add custom help link/text					
TA-051	System Administration Toolkit	Administrators can set a message to display upon user login					

Technical Requirements | Integrations							
Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date (for" C3: Roadmap" responses only)	Comments
IT-001	Integration Techniques	The system supports "event driven" data pushes and pulls using the following methodologies:					
IT-001-1	Integration Techniques	- File					
IT-001-2	Integration Techniques	- Web Service (REST or SOAP)					
IT-004	Integration Techniques	System provides web services that expose the application functionality through API with supporting developer guides / integration documents.					
IT-005	Integration Techniques	Web services may be secured using Basic Authentication or other industry standard security					
IT-006	Integration Techniques	System provides extensibility / customization to enhance product capability via APIs / Web Services					
IT-007	Integration Techniques	The system can be configured to automatically retry failed interactions with external systems					
IT-008	Integration Techniques	All interactions with external systems or data are logged to include an identifier for the external system					
IT-009	Integration Techniques	Ability to provide all integrations required per Exhibit 2.					

	Technical Requirements | System Performance and Scalability						
Req ID	**Grouping**	**Requirement**	**Meets Requirement?**	**How?**	**Custom Complexity?**	**Future Release Date (for" C3: Roadmap" responses only)**	**Comments**
SPS-001	System Performance & Scalability	The solution supports scalability and adaptable to meet future growth and expansion needs, by adding resources as required.					
SPS-002	System Performance & Scalability	The system supports load balancing the requests across various application server nodes. The vendor shall include a description of how the solution is typically load balanced.					
SPS-003	System Performance & Scalability	The system supports fault-tolerance. The vendor shall include a description of the solution's fault-tolerant configuration.					
SPS-004	System Performance & Scalability	The solution provides real time failover ability in the case of a single server failure					
SPS-005	System Performance & Scalability	The solution can be configured to meet the performance metrics as defined in Attachment 15 Service Level Requirements.					

Technical Requirements | Business Warehouse, Business Intelligence/Reporting, Analytics

Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date (for" C3: Roadmap" responses only)	Comments
RA-001	Business Intelligence	Ability to set benchmarks or other comparative data.					
RA-002	Business Intelligence	Ability to support a Business Intelligence Design Approach, including real time analysis.					
RA-003	Business Intelligence	Ability to leverage Vendors preexisting advanced analytics models (data mining, predictive).					
RA-004	Business Intelligence	Ability to extract, consolidate, analyze and report real-time data .					
RA-005	Business Intelligence	Ability to provide for scenario/what if analysis based on multiple factors and situations.					
RA-006	Business Intelligence	Ability to provide best practice BI and Analytics capabilities that integrates with the current BI platform					
RA-007	Cross Functionality Query	Ability to support the downloading of query results onto PCs					
RA-008	Cross Functionality Query	Ability to support a drill down which allows increasing levels of detail behind summary figures					
RA-009	Cross Functionality Query	Ability to support an interface and drill down to and from graphics capabilities					
RA-010	Cross Functionality Query	Ability to support a drill through which allows jumping from one report to another report to provide more detailed information.					
RA-011	Cross Functionality Query	Ability to allow the on-line viewing of a queries answer set					
RA-012	Cross Functionality Query	Ability to check syntax prior to a query's submission					
RA-013	Cross Functionality Query	Ability to permit the on-line review of standard and ad-hoc reports					
RA-014	Cross Functionality Query	Ability to design and build Reporting & Analytics capabilities.					
RA-015	Cross Functionality Query	Ability to create effective visualizations using the latest technology.					
RA-016	Cross Functionality Query	Ability to permit the sharing of queries across departments					
RA-017	Cross Functionality Query	Ability to provide complete editing and validation of data imported via interface routines or utilities					
RA-018	Cross Functionality Query	Ability to provide date arithmetic (number of days since, etc.)					
RA-019	Cross Functionality Query	Ability to query based on user-defined alternate keys					
RA-020	Cross Functionality Query	Ability to support both user-defined variables and functions					
RA-021	Cross Functionality Query	Ability to support flexible, user defined reports with the ability to do calculations					
RA-022	Cross Functionality Query	Ability to support interpreting follow-up requests within the context of a prior query results					
RA-023	Cross Functionality Query	Ability to support on-line query access to all information					
RA-024	Cross Functionality Query	Ability to support printing any query at user-defined printers					
RA-025	Cross Functionality Query	Ability to support searching a range of account numbers					
RA-026	Cross Functionality Query	Ability to support simultaneous, efficient execution of the same query by different users					
RA-027	Cross Functionality Query	Ability to support storing query specs for future execution					
RA-028	Cross Functionality Query	Ability to re-execute a query, based on new selection criteria, without saving each query					
RA-029	Cross Functionality Query	Ability to support year to date account transaction inquiry, both on screen and hard copy					
RA-030	Cross Functionality Query	Ability to support the use of Boolean logic, including the ability to select all values:					
RA-030-1	Cross Functionality Query	— from a key field					
RA-030-2	Cross Functionality Query	— from user-defined search fields					
RA-030-3	Cross Functionality Query	— by totaling and sequencing options					
RA-030-4	Cross Functionality Query	— by full computational logic					
RA-030-5	Cross Functionality Query	— by support for selection by partial key					
RA-031	Cross Functionality Query	Ability to support the following query modes:					
RA-031-1	Cross Functionality Query	— Command-line query					
RA-031-2	Cross Functionality Query	— Prompted Query					
RA-031-3	Cross Functionality Query	— Query by Example					
RA-031-4	Cross Functionality Query	— Query by Form					
RA-031-5	Cross Functionality Query	— Ability to provide a query product which is an intelligent front-end to SQL					
RA-032	Cross Functionality Query	Ability to provide Graphical Productivity Tools which allow the following interfaces:					
RA-032-1	Cross Functionality Query	— command-driven					
RA-032-2	Cross Functionality Query	— menu-driven					
RA-032-3	Cross Functionality Query	— pull-down menu driven					
RA-032-4	Cross Functionality Query	— icon-based					
RA-033	Cross Functionality Query - Storage	Ability to provide a tool with generated SQL code which can be stored and modified later					
RA-034	Cross Functionality Query - Storage	Ability to provide the ability to store query results in a temporary table					
RA-035	Dashboard/Scorecard	Ability to define and create Performance Dashboards.					
RA-036	Dashboard/Scorecard	Ability to collaborate via discussion threads about the status of metrics and recommend remedial action					
RA-037	Dashboard/Scorecard	Ability to instantly see best, worst, fastest-rising and fastest-falling metrics in a single view					
RA-038	Dashboard/Scorecard	Ability to assign ownership to metrics and scorecards					
RA-039	Data Warehouse	Ability to integrate multiple data sets in one dashboard including both relational and multidimensional data					
RA-040	Data Warehouse	Ability for single sign-on into EDW/BI tools					
RA-041	Data Warehouse	Ability to be able to be updated by native data sources on a daily basis at a minimum					
RA-042	Data Warehouse	Ability to embed queries and refresh them from an MS Office document such as Word, Excel and PowerPoint					
RA-043	Data Warehouse	Ability to provide access to native data sources, including API-level access and metadata understanding					
RA-044	Data Warehouse	Ability to provide support functionality to query multiple data sources and join the results					
RA-045	Data Warehouse	Ability to support XML data sources					
RA-046	Data Warehouse	Provide comprehensive business intelligence and data warehouse product that is optimized for each ERP module, including the following functional areas, if applicable:					
RA-046-01	Data Warehouse	— General Ledger					
RA-046-02	Data Warehouse	— AR					
RA-046-03	Data Warehouse	— Procure-to-Pay					

RA-046-04	Data Warehouse	— *Budget/Forecast*					
RA-046-05	Data Warehouse	— *Financial Reporting*					
RA-046-06	Data Warehouse	— *Travel and Expense Mgmt.*					
RA-046-07	Data Warehouse	— *Fixed Asset*					
RA-046-08	Data Warehouse	— *Supplier Relationship Mgmt.*					
RA-046-09	Data Warehouse	— *Payroll*					
RA-046-10	Data Warehouse	— *Recruiting and Onboarding*					
RA-046-11	Data Warehouse	— *HR Administration*					
RA-046-12	Data Warehouse	— *Workforce Performance and Development*					
RA-046-13	Data Warehouse	— *Workplace Compliance and Guidance*					
RA-047	Forecasting	Ability to allow end user to change the way in which an item is forecasted					
RA-048	Forecasting	Ability to provide drill-down capability to see how the model is making calculations for items such as unbilled revenue.					
RA-049	Forecasting	Ability to integrate short-term forecasting, long-term forecasting and strategic planning models into one tool					
RA-050	General Reporting Capabilities	Robust reporting tool able to:					
RA-050-01	General Reporting Capabilities	— *Link tables*					
RA-050-02	General Reporting Capabilities	— *Allow reporting on information from multiple sources (databases); sub reports*					
RA-050-03	General Reporting Capabilities	— *Allow the use of wild cards in filtering*					
RA-050-04	General Reporting Capabilities	— *Create calculated fields that can be used for sorting or filtering*					
RA-050-05	General Reporting Capabilities	— *Show or hide any level of detail and be able to drill down as necessary*					
RA-050-06	General Reporting Capabilities	— *Allow formatting, page breaks, hiding sections, etc. based on criteria / formula*					
RA-050-07	General Reporting Capabilities	— *Create forms and place data where needed (design screen), as opposed to simple output of one record per line*					
RA-050-08	General Reporting Capabilities	— *Provide cross-tab reporting (pivot tables)*					
RA-050-09	General Reporting Capabilities	— *Export to Excel and PDF/email*					
RA-050-10	General Reporting Capabilities	— *Allow advanced queries based on SQL commands (or equivalent)*					
RA-050-11	General Reporting Capabilities	— *Allow version control of reports*					
RA-050-12	General Reporting Capabilities	— *Provide secured library of generated reports*					
RA-051	General Reporting Capabilities	Ability to aggregate data into hourly, daily, monthly and annual statistics.					
RA-052	General Reporting Capabilities	Ability to regenerate/reprint a report that was previously generated.					
RA-053	General Reporting Capabilities	Ability to download reports with drill down capability					
RA-054	General Reporting Capabilities	Ability to drill down dashboards to the source level					
RA-055	General Reporting Capabilities	Ability for users to create their own dashboards					
RA-056	General Reporting Capabilities	Ability to add notes electronically to reports					
RA-057	General Reporting Capabilities	Ability to allow the user to change printer selection when print confirmation window is up					
RA-058	General Reporting Capabilities	Ability to build reports based on attributes					
RA-059	General Reporting Capabilities	Ability to create cross functional views of data					
RA-060	General Reporting Capabilities	Ability to create reports based upon user defined grouping criteria (i.e., geography, chronology, and type of work).					
RA-061	General Reporting Capabilities	Ability to create statistical reporting, including analysis of actual versus planned activity.					
RA-062	General Reporting Capabilities	Ability to do trending reporting (with ability to backload data into ERP)					
RA-063	General Reporting Capabilities	Ability to generate reports with computed fields (i.e. variances, percentage and statistics).					
RA-064	General Reporting Capabilities	Ability to group reporting data by any field or table with subtotaling and sort orders.					
RA-065	General Reporting Capabilities	Ability to have robust and clearly documented data dictionary					
RA-066	General Reporting Capabilities	Ability to include summary and detail data on a report containing interaction number, type, location, input data, area, status, group name, and comments.					
RA-067	General Reporting Capabilities	Ability to perform online analytical processing (OLAP)					
RA-068	General Reporting Capabilities	Ability to produce reports using wizards or templates.					

RA-069	General Reporting Capabilities	Ability to produce tabular reports based on user defined criteria.					
RA-070	General Reporting Capabilities	Ability to provide an Ad hoc reporting facility that will allow parameter driven selection, ascending or descending sorting of specified fields, and conditional logic.					
RA-071	General Reporting Capabilities	Ability to query and report against timely data, including real-time data when appropriate, for all sources					
RA-072	General Reporting Capabilities	Ability to report data to be formatted and exported to Microsoft Office products such as Word and Excel.					
RA-073	General Reporting Capabilities	Ability to report on interactions by type, status, location, date/time, department, priority, and other user defined fields.					
RA-074	General Reporting Capabilities	Ability to set exception alert (dashboard for overtime etc.)					
RA-075	General Reporting Capabilities	Ability to users to define the time interval for a report (daily, month-to-date, month end, quarterly, year-to-date, and annually).					
RA-076	General Reporting Capabilities	Ability to view reports online and print preview (printer friendly).					
RA-077	General Reporting Capabilities	Ability to write a report that can filter data based on formula					
RA-078	General Reporting Capabilities	Ability to generate customized reports to meet regulatory requirements.					
RA-079	General Reporting Capabilities	Ability to generate fully customizable forms and standard reports					
RA-080	General Reporting Capabilities - Distribution	Ability to create, modify, save, and distribute ad hoc reports.					
RA-081	General Reporting Capabilities - Distribution	Ability to create, modify, save, and distribute standard reports.					
RA-082	General Reporting Capabilities - Distribution	Ability to distribute reports manually and electronically (email).					
RA-083	General Reporting Capabilities - Distribution	Ability to forward reports, letters or messages via email to an individual or group of individuals.					
RA-084	General Reporting Capabilities - Distribution	Ability to print and distribute reports remotely and locally					
RA-085	General Reporting Capabilities - Distribution	Ability to provide workflow allowing input from users and having the report/query go to other users for input or approval etc.					
RA-086	General Reporting Capabilities - External Users	Ability to allow for BI/reporting users that are not ERP users					
RA-087	General Reporting Capabilities - External Users	Ability for users to view dashboards without logging into the ERP system (on the portal upon login, etc.)					
RA-088	General Reporting Capabilities - Mobile	Ability to provide Self-Service, Cloud & Mobile Analytics.					
RA-089	General Reporting Capabilities - Mobile	Ability to do a report export to a mobile device.					
RA-090	General Reporting Capabilities - Mobile	Ability to create, modify, save, and distribute Mobile reports .					
RA-091	General Reporting Capabilities - Presentation	Ability to include statistical charts and graphs on the reports.					
RA-092	General Reporting Capabilities - Presentation	Ability to incorporate maps into reports of analytical data.					
RA-093	General Reporting Capabilities - Presentation	Ability to incorporate text and/or images (GIS information or pictures) within a report.					
RA-094	General Reporting Capabilities - Presentation	Ability to support color and patterns (area and line)					
RA-095	General Reporting Capabilities - Presentation	Ability to support concurrently display text, graphics, and hot menu selection buttons					
RA-096	General Reporting Capabilities - Presentation	Ability to support graphics capabilities which share same user-interface with the rest of the product					
RA-097	General Reporting Capabilities - Presentation	Ability to deliver selected charts and information to managers and executives through a GUI (like Windows or a presentation manager)					
RA-098	General Reporting Capabilities - Presentation	Ability to support the ability to mix and match chart combinations on the same page					
RA-099	General Reporting Capabilities - Presentation	Ability for a report-split mechanism to separate reports by department					
RA-100	General Reporting Capabilities - Presentation	Ability to facilitate user-defined formats for headings, columns, and display fields					
RA-101	General Reporting Capabilities - Presentation	Ability to provide business graphics capabilities which support standard forms of business graphs such as:					
RA-101-1	General Reporting Capabilities - Presentation	— X-Y plots					
RA-101-2	General Reporting Capabilities - Presentation	— X-Y-Z plots in 3-D					
RA-101-3	General Reporting Capabilities - Presentation	— scatter charts					
RA-101-4	General Reporting Capabilities - Presentation	— vertical, horizontal, cluster, and stacked bar charts					

RA-101-5	General Reporting Capabilities - Presentation	— pie charts					
RA-101-6	General Reporting Capabilities - Presentation	— high-low-close charts					
RA-101-7	General Reporting Capabilities - Presentation	— area charts					
RA-102	General Reporting Capabilities - Schedule	Ability to schedule report and email the report after running it					
RA-103	General Reporting Capabilities - Schedule	Ability to schedule reports to locations on file systems or other secure network locations.					
RA-104	General Reporting Capabilities - Schedule	Ability to run reports based on priority					
RA-105	General Reporting Capabilities - Schedule	Ability for reports to be scheduled by the user to run:					
RA-105-1	General Reporting Capabilities - Schedule	— immediately					
RA-105-2	General Reporting Capabilities - Schedule	— at a specified date and time					
RA-106	General Reporting Capabilities - Search	Ability to write a report that has wild card search capability					
RA-107	General Reporting Capabilities - Search	Ability to only allow update capability if the user has the security to do so					
RA-108	General Reporting Capabilities - Search	Ability to search the database for transactions that fall within user specified parameters or user specified conditional logic (and/or).					
RA-109	General Reporting Capabilities - Search	Ability to search the database for transactions that include specified keywords or phrases.					
RA-110	General Reporting Capabilities - Search	Ability to search within report preview screen					
RA-111	General Reporting Capabilities - Security	Ability to adhere/honor the security as defined in the ERP.					
RA-112	General Reporting Capabilities - Security	Ability to allow some reports to be "public" meaning that anyone can run. While others are "private" meaning only those that have authorization are able to view and execute.					
RA-113	General Reporting Capabilities - Security	Ability to define reporting access on multiple levels.					
RA-114	General Reporting Capabilities - Security	Ability to flag certain elements as confidential and the ability to print the elements in some cases and not in others					
RA-115	General Reporting Capabilities - Security	Ability to isolate and report requests that involve fees or other financial information.					
RA-116	Other User Productivity Tools	Ability that permits customization of all user help screens					
RA-117	Other User Productivity Tools	Ability for windowed access to the fields in the data dictionaries					
RA-118	Other User Productivity Tools	Ability that enables users to customize or create menus					
RA-119	Other User Productivity Tools	Ability to a drag-and-drop user interface					
RA-120	Other User Productivity Tools	Ability to allow users to easily construct and maintain menus of frequently run programs					
RA-121	Other User Productivity Tools	Ability to provide a toolbar that users can customize					
RA-122	Other User Productivity Tools	Ability to provide both menu and command-driven processing					
RA-123	Other User Productivity Tools	Ability to provide on-line help (screen indexed to user manual) and user friendly diagnostics to identify the problem					
RA-124	BI/Reporting - Integration	Ability to integrate with data from other systems including, but not limited to legacy financial reporting systems and external State systems.					
RA-125	BI/Reporting - Integration	Ability to integrate with external supplier systems with the ability to build supplier performance dashboards.					
RA-126	BI/Reporting - Integration	Ability to integrate with non-ERP source data, integrating into the ERP and any ERP-centric data warehouse (DART) for analytics.					
RA-127	BI/Reporting - Integration	Ability to expose integration APIs.					
RA-128	BI/Reporting - Integration	Ability to integration data to support future state ERP Planning applications.					
RA-129	BI/Reporting - Integration	Ability to integrate with existing EDW/BI tools					
RA-130	Operational Reporting	Ability to create standard reports/views to support Supreme Court of Virginia' KPIs and operational metrics.					
RA-131	Operational Reporting	Ability to enable the Supreme Court of Virginia to manage its business from an operational level and provide analytics to support management and statutory reporting requirements.					
RA-132	Operational Reporting	Ability to provide all Critical Reports required per Exhibit 3 - Critical Reports Inventory.					

Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date (for" C3: Roadmap" responses only)	Comments
Information Security	The system utilizes groups and roles to grant, update, and remove user privileges.					
Information Security	The system will be designed to prohibit both privilege assignment to individual users, and direct access by individual users.					
Information Security	The system grants, modifies, and revokes user permissions in real-time, and provides verification documenting user access privileges via a report or search feature.					
Information Security	The system implements the capability to revoke or alter user access in real-time to revoke and without negative consequence to: the system, system information, or functionality. For example, system objects to include data, reports, forms, folders, or functionality are not orphaned or otherwise rendered unusable by other users upon the deactivation, deletion of a user.					
Information Security	The system utilizes a distinct role and credentials for system administrators and system administrator functions. All authorized system administrators are assigned to the system administrator role.					
Information Security	The system uses distinct service accounts with limited access and privileges for any service supporting or connecting to the system.					
Information Security	The system logs service account activity to minimally include: connectivity and authentication activity, data access and modification activity, service status and response codes such as failures.					
Information Security	The system automatically disables inactive accounts after a configurable, predetermined time period of non-use. SCV's current standard requires disabling accounts that have been inactive for 60 days.					
Information Security	The system logs all user and service account logon activity, to include unsuccessful logon attempts. Minimally, each log entry includes: source IP address, user account, access start date-time stamp, and access end date-time stamp, server time.					
Information Security	The system does not require the use of shared accounts for users or services.					
Information Security	The system enforces approved authorization for logical access to information and system resources in accordance with access control policies (e.g., identity based policies, role based policies, attribute-based policies), and access enforcement mechanisms (e.g., access control lists, access control matrices, cryptography) between active entities or subjects (e.g., users or processes acting on behalf of users) and passive entities or objects (e.g., devices, files, records, domains).					
Information Security	The system uses (generally applicable cryptographic standards) such as FIPS-validated cryptography and NSA-approved cryptography for all system cryptography. FIPS standards are here: https://csrc.nist.gov/publications/fips					
Information Security	The system prohibits the exposure of sensitive data or system security attributes in objects prone to manipulation. For example, sensitive information or properties that could be altered and used to gain unauthorized access to sensitive information, should not be used in client side storage objects or elements (e.g. cookies, hidden form fields).					
Information Security	The system uses encrypted tunnels, firewalls, and firewall rules to protect sensitive data in transit.					
Information Security	The system uses configuration settings or rule sets, such as firewall rules, to restrict the flow and access of information within the system and between interconnected systems (default deny).					
Information Security	The system prohibits controlled information from being transmitted in clear text to the Internet or public cloud.					
Information Security	The system uses a distinct audit role with access and privileges to support audit tasks, which is separate and apart from system administrator access and privileges, and prohibits system administrators from being able to modify or delete audit tools, audit settings, audit reports or logs.					
Information Security	The system enforces the most restrictive set of access privileges needed by users (or processes acting on behalf of users) for the performance of specified tasks.					
Information Security	The system utilizes a configurable solution to automatically lock the user account for a minimum period of time when the maximum number of unsuccessful attempts is exceeded. For example, the current standard is a maximum of 3 consecutive invalid attempts within a 15 minute period, and locks the user account for a minimum of 15 minutes when the maximum number of unsuccessful attempts is exceeded.					
Information Security	The system provides and uses a configurable setting specifying the maximum number of consecutive invalid logon attempts allowed within a specified period.					
Information Security	The system provides and uses a configurable setting specifying the maximum time allowed in which a user may attempt consecutive invalid logon attempts.					
Information Security	The system provides and uses a configurable setting specifying the minimum amount of time allowed before the system automatically unlocks accounts.					
Information Security	The system provides and uses a system configuration setting specifying the maximum time of user inactivity allowed before the system automatically applies a session lock.					
Information Security	The system automatically releases locked accounts after a configurable, predetermined time period has elapsed.					
Information Security	The system utilizes a configuration to display to the users' organization-defined system use notification message or banner before granting access to the system that provides privacy and security notices consistent with applicable Commonwealth laws, Executive Orders, directives, policies, regulations, standards, and guidance and states that:					
Information Security	— Users are accessing a Commonwealth information system;					
Information Security	— Information system usage may be monitored, recorded, and subject to audit;					
Information Security	— Unauthorized use of the information system is prohibited and subject to criminal and civil penalties; and					
Information Security	— Use of the information system indicates consent to monitoring and recording.					
Information Security	The system utilizes a configuration which may retain the notification message or banner on the screen until users acknowledge the usage conditions and take explicit actions to log on to or further access the information system; and for publicly accessible systems:					
Information Security	— Displays system use information before granting further access;					
Information Security	— Displays references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities; and					
Information Security	— Includes a description of the authorized uses of the system.					
Information Security	The system retains session locks until the user re-establishes access using system approved identification and authentication procedures. A common example of this functionality is the Windows automatic screen lock and unlock with permissions functionality.					
Information Security	The system automatically terminates a user session after a predetermined period of inactivity set in a system configuration setting.					
Information Security	The system provides the ability for a user to initiate a session termination, for example by providing a user logout button terminating the session.					

Information Security	The system employs two-factor authentication when users with elevated privileges access sensitive information, or perform system administrative duties.				
Information Security	The system generates audit logs of the following events: authentication attempt, authenticated individual, access time, source of access, duration of access or end of access, and actions executed.				
Information Security	The system generates audit records capturing sufficient information to establish what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event.				
Information Security	The system generates audit records that include time stamps, source & destination addresses, user/process identifiers, event descriptions, success/fail indications, filenames involved, and access control or flow control rules invoked.				
Information Security	The system retains and archives all audit logs using a configurable solution.				
Information Security	The system will be designed to allocate sufficient storage to maintain audit records without loss of audit data or creating a system outage.				
Information Security	The system logs all audit processing failure events.				
Information Security	The system provides configurable real-time alerts (e.g. email notifications) to System Owners, System Administrators, and ISO when audit processing failures occur.				
Information Security	The system provides the capability to centrally review and analyze audit records from multiple components within the system.				
Information Security	The system provides the system business owner a dashboard of audit records from multiple components within the system.				
Information Security	The system provides the Virginia SCV's system and/or business owners a dashboard of user-defined audit records. The dashboard must be formatted in a manner that is understandable to business owners.				
Information Security	The system uses internal server time clocks to generate time stamps for audit logs.				
Information Security	The system sets all date/time and records all date/time stamps to Eastern Standard Time (EST).				
Information Security	Time stamps must be synchronized form an authoritative source. The information system must compare internal information system clocks at a predefined interval and synchronize the internal system clocks to the authoritative source				
Information Security	The system protects audit information, audit settings, and audit reports from unauthorized access, modification, and deletion to include system administrators.				
Information Security	The system retains audit logs and records consistent with Virginia SCV's record retention policy for the purpose of supporting after-the-fact investigation of security incidents. The audit log management solution should be configurable and use settings for delete parameters such as 'no earlier than' and 'no later than' dates.				
Information Security	The system supports Security and Awareness Training				
Information Security	The system supports customization of the Security and Awareness Training (for example using modules) addressing the following topics at a minimum: — The Authority's policy for protecting IT systems and data, with a particular emphasis on sensitive IT systems and data;				
Information Security	— The concept of separation of duties;				
Information Security	— Prevention and detection of information security incidents, including those caused by malicious code;				
Information Security	— Proper disposal of data storage media;				
Information Security	— Proper use of encryption;				
Information Security	— Access controls, including creating and changing passwords and the need to keep them confidential;				
Information Security	— Agency acceptable use policies;				
Information Security	— Agency Remote Access policies;				
Information Security	— Intellectual property rights, including software licensing and copyright issues;				
Information Security	— Responsibility for the security of VA SCV data;				
Information Security	— Phishing;				
Information Security	— Social engineering; and				
Information Security	— Least privilege.				
Information Security	The Security and Awareness training integrates with Active Directory to assign training to new users, modify the status of the training based on user status (suspended or terminated).				
Information Security	The system emails alerts, maintain logs and reports on the assignment, completion and status of Security Awareness Training.				
Information Security	The system supports tracking, logging and status reporting of specialized IT Security Training - such as phishing exercises				
Information Security	The organization conducts penetration testing on an annual basis or more frequently if required to address an environmental change on any system housing commonwealth data.				
Information Security	The system protects system assets, to include software libraries from unauthorized physical and logical access by: implementing restricted access and limited privileges, workflow automation, using source control, utilizing abstract layers (e.g. interfaces vs. direct end-user access to system assets such as the database).				
Information Security	The system complies with Center for Internet Security (CIS) standards and practices that reflect the most restrictive mode consistent with operational requirements. Specific standards are identified here: https://benchmarks.cisecurity.org/downloads/multiform/.				
Information Security	The system design, configuration, and implementation limits enabled features to essential capabilities, and disables or prohibits the use of ports, protocols, services, functions, accounts, and other system resources not in use.				
Information Security	The system uses dedicated servers in a multi-tier architecture for key layers such as application, web, and database.				
Information Security	The system uses dedicated servers in a multi-tier architecture for key layers such as application, web, and database. The application, web and database servers need to be separate.				
Information Security	The system provides, or establishes backup strategies to mitigate ransomware attacks and recovery. e.g. offline backup copies				
Information Security	The system provides and implements failover capabilities consistent with the business' documented requirement to minimize system outages and minimize efforts to recover from a system outage.				
Information Security	The system provides the capability to test the backups, e.g. backup ad restore tests				
Information Security	The organization performs annual Business Continuity Planning (BCP) testing, call-tree tests and conducts table-top exercises.				
Information Security	The system implements transaction recovery mechanisms such as transaction rollback and transaction journaling.				
Information Security	The system uniquely identifies and authenticates all organizational users (or processes acting on behalf of organizational users).				

Information Security	The system employs multifactor authentication, provides unique user identification and authentication, and prohibits the use of shared accounts when system administrative duties are being performed in development and test environments.				
Information Security	The system supports configuration of password length, complexity and re-use. For example enforces minimum password complexity of: at least 8 characters in length- for end-users and 16 for Priv Accounts, and for processes (acting on behalf of a User) the minimum password length must be 20 characters. Utilize at least three for end-users and all for priv (elevated) accounts the following:				
Information Security	— Special characters,				
Information Security	— Alphabetical characters,				
Information Security	— Numerical characters, and				
Information Security	— Combination of upper case and lower-case letters.				
Information Security	The system supports Security Assertion Mark-up Language (SAML) for Single Sign-On (SSO) implementation/integration				
Information Security	The system supports SSO and integrates with Active Directory (AD) group and profile definitions and AD sync with the application.				
Information Security	Prior to implementation, the Virginia SCV changes all system default credentials to include passwords compliant with password complexity rules.				
Information Security	The system stores and transmits only encrypted representations of passwords.				
Information Security	The system enforces minimum and maximum lifetime restrictions of 24 hour minimum and 90 days maximum; prohibits password reuse for 24 generations; and allows the use of temporary password for a system logon with an immediate change to a permanent password.				
Information Security	The system allows Virginia SCV to change system default credentials to include passwords compliant with password complexity rules prior to go-live. The system must allow the Virginia SCV to change any/all passwords.				
Information Security	The system supports a secure storage solution for all credentials through the life of the system. Plain-text storage of credentials, including such storage through tools and 3rd party solutions, is not permitted.				
Information Security	The system protects authentication feedback from possible exploit by unauthorized individuals, for example, displaying asterisks when users type passwords.				
Information Security	The system uniquely identifies and authenticates non-organizational users or processes acting on behalf of non-organizational users.				
Information Security	The system retains and disposes of data using a configurable solution ensuring data is deleted given 'no earlier than' and/or 'no later than' dates as defined and set in configuration settings.				
Information Security	The system separates user functionality (including user interface services) from system management and administration functionality.				
Information Security	The information system must be designed and configured to separate user functionality (including user interface services) from information system management functionality (e.g., functions necessary to administer databases, network components, workstations, or servers, and typically requires privileged user access).				
Information Security	On servers that use certificates, a file integrity checker must be run on the server to monitor for any changes to the certificate.				
Information Security	The system prevents the unauthorized and unintended information transfer between shared system resources to include preventing information, including encrypted representations of information, produced by the actions of prior users/roles (or the actions of processes acting on behalf of prior users/roles) from being available to any current users/roles (or current processes) that obtain access to shared system resources (e.g., registers, main memory, hard disks) after those resources have been released back to the system. The control of information in shared resources is also commonly referred to as object reuse and residual information protection.				
Information Security	The system implements counter measures to reduce the negative impact of a denial of service attacks. For example, some approved counter measures include but are not limited to: increased allocation of resources such as storage, processors, and bandwidth; input validation for forms or communication; real-time monitoring and detection of activity spikes; and automated termination capabilities or utilization of thresholds.				
Information Security	The system minimizes external exposure of system components by using a combination of segmentation and architecture to create physical and logical boundaries to external access, and limiting external access of system components.				
Information Security	The system protects the integrity of transmitted information using a combination of physical and logical means documented and reviewed. This applies to both internal and external networks and all types of system components transmitting information (e.g. servers, mobile devices, notebooks, computers, printers). Protecting the confidentiality and/or integrity of information can be accomplished by physical (e.g. distribution) or by logical means (e.g. encryption techniques).				
Information Security	The system uses (generally applicable cryptographic standards) such as FIPS-validated cryptography and NSA-approved cryptography for all system cryptography. FIPS standards: https://csrc.nist.gov/publications/fips				
Information Security	The system implements server side validation for input validation used as a security control.				
Information Security	The system protects the authenticity of communications session. The system implementation establishes grounds for confidence at both ends of communications sessions in ongoing identities of other parties and in the validity of information transmitted. Authenticity protection includes, for example, protecting against man-in-the-middle attacks/session hijacking and the insertion of false information into sessions.				
Information Security	The system protects the confidentiality and integrity of user and system information at rest. Information at rest refers to the state of information when it is located on storage devices as specific components of information systems. System-related information requiring protection includes, for example, configurations or rule sets for firewalls, gateways, intrusion detection/prevention systems, filtering routers, and authenticator content. Note: The system may employ different mechanisms to achieve confidentiality and integrity protections, including the use of cryptographic mechanisms and file share scanning. Integrity protection can be achieved, for example, by implementing Write-Once-Read-Many (WORM) technologies. The system may employ other security controls including, for example, secure off-line storage in lieu of online storage when adequate protection of information at rest cannot otherwise be achieved and/or continuous monitoring to identify malicious code at rest.				
Information Security	The system uses supported software, middleware, application server and web server platforms in which security relevant updates such as patches, service packs, hot fixes and anti-virus signatures are regularly available.				
Information Security	The system utilizes software versions which are supported by security relevant updates such as patches, service packs, hot fixes or anti-virus signatures.				
Information Security	The system includes monitors to detect intrusion attacks.				

Information Security	The system protects information obtained from intrusion-monitoring tools from unauthorized access, modification, and deletion.				
Information Security	The system deploys SPAM attack defenses in messaging channels such as email and web forms.				
Information Security	The system performs input validation to protect the integrity of the data and defend against malicious entries, such as cross site scripting and SQL injections.				
Information Security	The system separates user functionality (including user interface services) from system management and administration functionality.				
Information Security	The system minimizes external exposure of system components by using a combination of segmentation and architecture to create physical and logical boundaries to external access, and limiting external access of system components.				
Information Security	The system protects the integrity of transmitted information using a combination of physical and logical means documented and reviewed. This applies to both internal and external networks and all types of system components transmitting information (e.g. servers, mobile devices, notebooks, computers, printers). Protecting the confidentiality and/or integrity of information can be accomplished by physical (e.g. distribution) or by logical means (e.g. encryption techniques).				
Information Security	The system works with Virginia SCV's VITA/IT Partnership managed host based protection and firewalls.				
Information Security	The system implements server side validation for input validation used as a security control.				
Information Security	The system protects the authenticity of communications session. The system implementation establishes grounds for confidence at both ends of communications sessions in ongoing identities of other parties and in the validity of information transmitted. Authenticity protection includes, for example, protecting against man-in-the-middle attacks/session hijacking and the insertion of false information into sessions.				
Information Security	The system protects the confidentiality and integrity of user and system information at rest. Information at rest refers to the state of information when it is located on storage devices as specific components of information systems. System-related information requiring protection includes, for example, configurations or rule sets for firewalls, gateways, intrusion detection/prevention systems, filtering routers, and authenticator content. The system may employ different mechanisms to achieve confidentiality and integrity protections, including the use of cryptographic mechanisms and file share scanning. Integrity protection can be achieved, for example, by implementing Write-Once-Read-Many (WORM) technologies. The system may employ other security controls including, for example, secure off-line storage in lieu of online storage when adequate protection of information at rest cannot otherwise be achieved and/or continuous monitoring to identify malicious code at rest.				
Information Security	The system utilizes software versions which are supported by security relevant updates such as patches, service packs, hot fixes or anti-virus signatures.				
Information Security	Organizations also address flaws discovered during security assessments, continuous monitoring, incident response activities, and system error handling				
Information Security	The system includes monitors to detect intrusion attacks.				
Information Security	Implements malicious code protection mechanisms at information system entry and exit points to detect and eradicate malicious code. Updates malicious code protection mechanisms whenever new releases are available in accordance with organizational configuration management policy and procedures. Configures malicious code protection mechanisms to perform periodic scans of the information system and quarantine malicious code and sends an alert to administrator in response to malicious code detection.				
Information Security	The system protects information obtained from intrusion-monitoring tools from unauthorized access, modification, and deletion.				
Information Security	The system deploys SPAM attack defenses in messaging channels such as email and web forms.				
Information Security	The system performs input validation to protect the integrity of the data and defend against malicious entries, such as cross site scripting and SQL injections.				
Information Security	The organization establishes and manages cryptographic keys for required cryptography employed within the information system in accordance with the organization-defined requirements for key generation, distribution, storage, access, and destruction.				
Information Security	The information system protects the confidentiality and integrity of information at rest				
Information Security	The organization develops, documents, and disseminates to the appropriate organization-defined personnel, a risk assessment policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance. Develops and documents procedures to facilitate the implementation of the risk assessment policy and associated risk assessment controls. Reviews and updates the risk assessment policy on an annual basis or more frequently if required to address change.				
Information Security	The organization categorizes information and information systems in accordance with applicable Commonwealth laws, Executive Orders, directives, policies, regulations, standards, and guidance and documents the security categorization results (including supporting rationale) in the security plan for the information system. Ensures that the security categorization decision is reviewed and approved by the authorizing official or authorizing official designated representative.				
Information Security	The organization conducts an assessment of risk and document the risk assessment results.				
Information Security	For High Risk Systems Reviews risk assessment results on an annual basis or more frequently if required to address significant change.				
Information Security	The organization establishes incident response policies and procedures.				
Information Security	The organization performs regular scheduled Incident response testing and exercises.				
Information Security	The organization documents information system security incidents includes, for example, maintaining records about each incident, the status of the incident, and other pertinent information necessary for forensics, evaluating incident details, trends, and handling. Incident information can be obtained from a variety of sources including, for example, incident reports, incident response teams, audit monitoring, network monitoring, physical access monitoring, and user/administrator reports.				
Information Security	The system produces event logs in real time, correlate information with other automated tools, identifying suspicious activities, and provide alert notifications or provides a feed to the VA SCV Security Operations Center (SOC)				
Information Security	The organization provides an annual SOC 2 Type 2 report for Review				
Information Security	The organization adheres to NIST 800-53 and NIST CSF Framework Requirements				
Information Security	The organization maintains cyber insurance				
Information Security	The organization should establish and maintain a Data Management and Data Privacy Policy Program and Procedures				
Information Security	Classify all IT systems and data according to their sensitivity with respect to the following: Confidentiality (addresses sensitivity to unauthorized disclosure), Integrity, (addresses sensitivity to unauthorized modification) and availability which addresses sensitivity to outages).				
Information Security	The organization ensures that both digital and non-digital, is sanitized prior to disposal, released out of SCV control, or released for reuse, and employ sanitization mechanisms.				

Information Security	Data storage shall be separated either logically or physically, from the application interface					
Information Security	The Organization shall not use or store sensitive data in non-production environments.					
Information Security	Require retention of the data handled by an IT system in accordance with the SCV's records retention policy prior to disposing of the IT system.					
Information Security	The System includes monitors to detect data leakage					
Information Security	Develop an organization-wide strategy for managing supply chain risks associated with the development, acquisition, maintenance, and disposal of systems, system components, and system services					
Information Security	The organization conducts an annual specialized assessment called a Penetration, or PEN test by an independent third party assessor qualified to conduct such an assessment.					
Information Security	The organization develops, documents, and disseminate to the organization-defined personnel security policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and is consistent with applicable laws, executive orders, directives, regulations, policies, standards, and guidelines; and Procedures to facilitate the implementation of the personnel security policy and the associated personnel security controls;					
Information Security	Conduct a Penetration (PEN) Test of VA SCV using NIST CSF, NIST 800-53 and PCI-DSS controls as the baseline					
Information Security	Define and Review established rules of engagement with VA SCV for the test					
Information Security	Define the tools, techniques and procedures employed by adversaries (TTP's)					
Information Security	Conduct a pretest analysis based on knowledge of the targeted systems					
Information Security	Define the pretest identification of potential vulnerabilities					
Information Security	Create a detailed roadmap with narratives for remediation					
Information Security	Review configurations, network design and security architecture and make recommendations					
Information Security	Review current tool sets and evaluate against other state government benchmarks					
Information Security	Assess the defensive capability of enterprise systems					
Information Security	Test internal and external networks and Wi-Fi					
Information Security	Network: Conduct an External Test to include external to Corporate and External to CSP Target System					
Information Security	Outline the Target system that was assessed					
Information Security	Network: Conduct an Internal Test					
Information Security	Network: Test Segmentation Controls					
Information Security	Prepare a detailed technical report and an executive summary report for senior management					
Information Security	The report outlines specific attack narratives and validation of vulnerabilities during testing					
Information Security	The report is organized and presents results in a comprehensive manner that may be addressed and remediated in an orderly manner					
Information Security	Wireless PEN testing to include Corporate Headquarters, Distribution Center (DC) and three stores					
Information Security	Wireless: Detect wireless network misconfigurations and unauthorized access points)					
Information Security	Wireless: Detect unauthorized access points					
Information Security	Conduct a physical security and social engineering X in three local stores					
Information Security	Conduct a Security/Network Operations Assessment					
Information Security	Web vulnerability scanning					
Information Security	A review of team skills and certifications					
Information Security	An Assessment of the Security Operations tools and capabilities					
Information Security	Document gaps of the Security operations					
Information Security	An assessment of current environment and forensics capability					
Information Security	A review of the Incident Response Plan					
Information Security	Review and assess the current patching and hardening process, procedure and strategy					
Information Security	Assess the current third-party security controls					
Information Security	Conduct an Internet based (untrusted) network threat actor					
Information Security	Conduct an attack on a CSP managed user					
Information Security	Conduct an email attack on a CSP managed user					
Information Security	Conduct an application threat actor attack					
Information Security	Internal: Weak Permissions & Access Control					
Information Security	Internal: Abuse of Services of Authorized system					
Information Security	Internal: Ransomware spread from government system					
Information Security	Internal: Unauthorized physical access to authorized system					
Information Security	The system shall store email addresses authenticated through active directory to facilitate proper security for emailing members with member-specific data					

Technical Requirements | Data Management							
Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date	Comments
DM-001	Data Management	Ability to manage data capture and cleansing.					
DM-002	Data Management	Ability to support the migration of data from legacy systems.					
DM-003	Data Management	Ability to support historical data retention (Master Data Management (MDM) and Data Warehouse (DW)).					
DM-004	Data Management	Ability to provide prebuilt workflows and user interfaces using proven data models, including:					
DM-005	Data Management	Provides inbound and outbound templates.					
DM-006	Data Management	Provides out of box standard user interfaces for master data creation, maintenance, and enrichment.					
DM-007	Data Management	Ability to provide a verifiable audit trail of data changes.					
DM-008	Data Management	Ability to replicate master data inside and outside of ERP.					
DM-009	Data Management	Ability to support data governance, including the enforcement of business rules & standards for master data.					
DM-010	Data Management	Ability to support a data catalogue, including the capturing and backlogging of data.					
DM-011	Data Management	Ability to support a consolidated business glossary or the ability to store business definitions.					
DM-012	Data Management	Ability to support automated data discovery to continue to build data catalogue as need.					
DM-013	Data Management	Ability to support data lineage.					
DM-014	Data Management	Ability to support master domains, including ability to structure data domains (Customer, Vendor/Supplier, Employee, Locations, Finance).					
DM-015	Data Management	Ability to support ownership and governance structure, including ability to assign data owners and data stewards to data domains.					
DM-016	Data Management	Ability to support trigger workflows based on owners and responsibility set.					
DM-017	Data Management	Ability to support reference data management, including ability to manage reference data in a consolidated way across the different data domains.					
DM-018	Data Management	Ability to support master data management for supplier self-service portals, with storage capabilities for onboarding.					
DM-019	Data Migration	Ability to ingest all migrated data from the legacy systems for administrative operations. If this cannot be satisfied, please provide suitable alternatives for consideration in the Comments.					
DM-020	Data Migration	Ability to act upon all migrated data. If this cannot be satisfied, please provide suitable alternatives for consideration in the Comments.					
DM-021	Data Management - Integration	Ability to integrate to third party platforms (i.e., APIs, connectors) with the ERP solution in situations where data is shared between Supreme Court of Virginia and suppliers/customers.					
DM-022	Data Management - Integration	Ability to integrate with Supreme Court of Virginia legacy systems.					
DM-023	Data Management - Integration	Ability to support integration and alignment with BI & Analytics systems.					

Technical Requirements | Application Managed Services (AMS)

Req ID	Grouping	Requirement	Meets Requirement?	How?	Custom Complexity?	Future Release Date	Comments
AMS-01	AMS	Ability to provide the requirements for Application Support as detailed in Schedule D Application Managed Services		N/A	N/A	N/A	Please provide any exceptions to Schedule D in the Attachment 4 Proposed Exceptions
AMS-02	AMS	Ability to provide the requirements for Application Maintenance as detailed in Schedule D Application Managed Services		N/A	N/A	N/A	Please provide any exceptions to Schedule D in the Attachment 4 Proposed Exceptions
AMS-03	AMS	Ability to provide the requirements for Application Development as detailed in Schedule D Application Managed Services		N/A	N/A	N/A	Please provide any exceptions to Schedule D in the Attachment 4 Proposed Exceptions

MASTER SERVICES AGREEMENT TERMS AND CONDITIONS
ATTACHMENT 8
RFP #111:24 – 0002

MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

THIS MASTER SERVICES AGREEMENT ("CONTRACT") IS ENTERED INTO BY AND BETWEEN THE SUPREME COURT OF VIRGINIA ("SCV"), PURSUANT TO § 2.2-2012 OF THE CODE OF VIRGINIA, AND SUPPLIER ("SUPPLIER"), A _____ HEADQUARTERED AT ADDRESS, CITY/STATE, ZIP CODE, TO BE EFFECTIVE AS OF CONTRACT AWARD DATE ("EFFECTIVE DATE").

1. **DEFINITIONS**

   Capitalized terms used in this Contract have the meaning as provided (i) where each term is used in the Contract unless the term is (ii) set forth in this "Definitions" section below which lists the capitalized terms used in this Contract and provides a definition for the term.

   A. **Acceptance**

   The written acknowledgement by Supreme Court of Virginia/Office of Executive Secretary of successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in this Contract, including completed and successful acceptance testing in conformance with the Requirements as determined by the Supreme Court of Virginia/Office of Executive Secretary as set forth in this Contract.

   B. **Agency**

   The Supreme Court of Virginia/ Office of Executive Secretary, part of the Judicial Branch of the Commonwealth of Virginia pursuant to Article VI, §4 of the Virginia Constitution and Chapter 3 of Title 17.1 of the Code of Virginia (including §§ 17.1-314. -315 of the Code), or any successor agency.

   C. **Claim**

   Any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements), and costs. Collectively, "Claims".

   D. **Code**

   The Code of Virginia, as in effect and amended from time-to-time.

   E. **Commercial Off-The-Shelf ("COTS") Software**

   Software that is general in nature, not broad enterprise applications, which can be purchased and used immediately "as is," without modification, in the same form in which it was sold in the commercial marketplace. Standard options are not considered modifications.

   F. **Commonwealth**

   The Commonwealth of Virginia.

   G. **Commonwealth Indemnified Parties**

   The Commonwealth, public bodies of the Commonwealth, the Supreme Court of Virginia/Office of Executive Secretary, and the Supreme Court of Virginia/Office of the Executive Secretary, together with their respective officers, directors, agents, and employees.

   H. **Component**

   Any part or service of the Solution, Software, or Deliverable delivered by Supplier under this Contract.

   I. **Computer Virus**

   Any malicious code, program, malware, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

J. Concurrent Users

The maximum number of concurrent active users utilizing the Software at a given point in time.

K. Confidential Information

Non-public proprietary or trade secret information of the Contractor or Supreme Court of Virginia/Office of Executive Secretary, whether the information is in written, graphic, machine readable or other tangible form, and which at the time of disclosure to any other Party is either (i) marked as being "Confidential" or "Proprietary"; (ii) Health Records; (iii) Personally Identifiable Information, including information about Agency's employees, contractors, and customers, or Sensitive Data, including PHI; or (iv) information that is protected by statute or other applicable law. "Confidential Information" also includes any (a) information to which the Contractor has access in Supreme Court of Virginia/Office of Executive Secretary's facilities or in Supreme Court of Virginia/Office of Executive Secretary's (b) Work Product and information pertaining to the Work Product, (c) in Supreme Court of Virginia/Office of Executive Secretary's data, in Supreme Court of Virginia/Office of Executive Secretary's software, and systems access codes, and (d) information concerning in Supreme Court of Virginia/Office of Executive Secretary's operations, plans, employees, contractors or third-party suppliers.

The term "Confidential Information" does not include information that is:

i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

L. Contract

This agreement, including all exhibits, schedules, and attachments, including any modifications or amendments thereto, entered into by in Supreme Court of Virginia/Office of Executive Secretary and Supplier.

M. Contractor

The use of the term "Contractor" in any of the following terms, conditions, links, or IRS Publication 1075 means the same as the term "Supplier" as defined and used in this Contract.

N. Deliverable

Software, Documentation, Components, plans, reports, data, Work Product, and any other materials, items or events, in each case described or itemized as something that is developed, prepared or created and delivered or required to be developed, prepared or created and delivered or made available to in Supreme Court of Virginia/Office of Executive Secretary or other Agency as part of the Services, Maintenance Services, Licensed Services, Application, Solution, Product, Software, System Software, Supplier Product, or Updates, including the development or creation of Work Product.

O. Documentation

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow in Supreme Court of Virginia/Office of Executive Secretary and its agents to make productive use of the Application, Software, Solution, Product, Service, Licensed Services or Deliverable, including any and all Components, and to implement and develop self-sufficiency with regard to the Application, Software, Solution, Product, Service, Licensed Services or Deliverable, including any and all components, provided by Supplier in fulfilling its obligations under this Contract.

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P. Effective Date

The date of this Contract goes into full force and effect as set forth in the award document.

Q. Escrow Agent

The person or entity that holds and maintains all Software source code and related technical and user Documentation, along with a signed copy of the Escrow Agreement attached to any awarded Contract will be held trust for the Parties as set forth in an Escrow Agreement.

R. Federal Tax Information ("FTI")

FTI consists of federal tax returns and return information (and information derived from it) that is in the possession or control of in Supreme Court of Virginia/Office of Executive Secretary's, which is covered by the confidentiality protections of the Internal Revenue Code ("IRC") and subject to the IRC § 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as "Sensitive" but "Unclassified" information and may contain personally identifiable information.

S. Inventory Record

A record of all units of Product covered under warranty or maintenance by type, quantity, and location, including the end date for each unit's warranty period or maintenance term, as applicable.

T. Maintenance Coverage Period ("MCP")

The period of time during which Supplier is obligated to provide Maintenance Services for a unit of Software or Product.

U. Maintenance Level

The defined parameters of Maintenance Services, including the times during which, and time-frames in which, Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels are defined in this Contract. Maintenance Level for a unit of Software or Product will be set forth in the signed contract.

V. Maintenance Services

Those services, preventive and remedial, provided or performed by Supplier under this Contract in order to ensure continued operation of the Product, Hardware, or Software, including Software Updates. Maintenance Services include support services. Maintenance Services for Software may include the development of Work Product, if authorized in this Contract.

W. Original Equipment Manufacturer ("OEM")

The original equipment manufacturer, or in the case of software, the software publisher/licensor of, Maintenance Services, Licensed Services, Application, Solution, Solution Component, Software, System Software, plans, reports, data, Product, and Updates.

X. Party

Supplier, in Supreme Court of Virginia/Office of Executive Secretary (SCV/OES).

Y. Product

Hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation, and related accessories as set forth in this contract.

Z. Receipt

Supreme Court of Virginia/Office of Executive secretary has physically received or has unfettered access to any Deliverable at the correct "ship-to" location.

AA. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria, and other parameters and characteristics of the Product, Software, Solution, Service(s), Application and Licensed Services and Deliverables, including any and all components, as authorized by any combination of the Contract, or as set forth in this Contract and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

BB. Services

Any work performed or service provided by Supplier – including the design and development of software and modifications, software updates, solution, products, implementation, installation,

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maintenance, support, testing, training, or other provision of service – in meeting the Requirements and fulfilling Supplier's obligations under this Contract or, as applicable, under any change authorized by the scope of this Contract. "Services" includes all functions, responsibilities, activities, and tasks of the Supplier that are an inherent, necessary, or customary part of the Services, or are required for the proper performance or provision of the Services. As permitted by the scope of this Contract, "Services" may include the discovery, creation, or development of Work Product.

CC. Software

The programs and code provided by Supplier of any awarded Contract or any order or any change issued hereunder as a component(s) of any Deliverable or component of any Solution, and any subsequent modification of such programs and code, excluding Work Product. For COTS Software, "Software" means the programs and code, and any subsequent releases, provided by Supplier under this Contract. If this Contract is for Software Maintenance, "Software" also includes the programs and code provided by Supplier under the proposed Contact or any change order to this Contract in the form of Software Updates.

DD. Software Publisher

The third-party licensor of the Software, other than the Supplier, provided by Supplier under this Contract.

EE. Solution

The Supplier's contractually committed technical approach for solving an information technology business objective and associated Requirements as defined and authorized by the scope of this Contract or any order or any change order issued under the proposed Contract. Solution means all Supplier and Supplier's third-party providers' components making up the Solution, including but not limited to Software, Product, configuration design, implementation, Supplier-developed interfaces, Services and Work Product.

FF. Subcontractor

Any entity to which Supplier (or other Subcontractor of any tier) has subcontracted for performance of or delegated any of its responsibilities under the Contract, including an affiliate of the Supplier.

GG. Supplier

The entity set forth in this Contract and any entity that controls, is controlled by, or is under common control with Supplier.

HH. Supplier Personnel

Any and all of Supplier's employees, agents, contractors, or Subcontractors performing under this Contract.

II. SWaM

Any entity certified by the Commonwealth's Department of Small Business and Supplier Diversity as a small, women-owned, minority-owned, or service-disabled veteran-owned business, as defined in Code §§ 2.2-2000.1 and 2.2-4310, or a certified micro business as defined in Executive Order Number 35 (2019).

JJ. Transition Out Plan

The written plan developed by Supplier addressing the transition of Supplier's contractual obligations, in whole or in part, away from the Supplier and to the Supreme Court of Virginia/Office of Executive Secretary, or its designee, after the expiration or termination of the Contract.

KK. Transition Period

The period of time after the expiration or termination of the Contract that Supplier is obligated to continue providing assistance to the Supreme Court of Virginia/Office of Executive Secretary so as to transition the Supplier's contractual obligations, or any portion thereof, to any other supplier.

LL. Update

Any update, modification, or new release of the Software, System Software, Application, Documentation, or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

MM. VITA

The Virginia Information Technologies Agency, Agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§ 2.2-2005 et seq.) of the Code, or any successor agency.

NN. Warranty Period

The period of time during which Supplier is obligated to provide corrections, free of charge, for a unit of Software or Product.

OO. Web Site

The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator ("URL") specified in the contract (or any successor URL(s)).

PP. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed by Supplier, or jointly by Supplier and Supreme Court of Virginia/OES in the performance of this Contract. Work Product does not include configuration of software, nor does it include anything developed by Supplier prior to, or outside of, the Contract.

2.   TERM AND TERMINATION

A.   Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, will be effective and legally binding for a period detailed in any awarded contract ("Initial Term"). The Supreme Court if Virginia/Office of Executive Secretary, in its sole discretion, may renew (or may be defined) any awarded contact after the expiration of the Initial Term (collectively with the Initial Term, the "Contract Term"). The Initial Term and Contract Term will be defined in the Contract. The Supreme Court of Virginia/Office of Executive Secretary will issue a written notification to the Supplier stating the Supreme Court of Virginia/Office of Executive Secretary's intention to exercise a renewal period no less than 30 business days prior to the expiration of any current term. In addition, performance of the proposed Contract issued during the Contract Term may survive the expiration of the Contract Term, in which case all contractual terms and conditions required for the operation of the Contract will remain in full force and effect until all of Supplier's obligations pursuant to the Contract have met the final Acceptance criteria of the applicable of the Supreme Court of Virginia/Office of Executive Secretary.

B.   Termination for Convenience

The Supreme Court of Virginia/Office of Executive Secretary may terminate this Contract, in whole or in part, at any time and for any reason upon not less than 30 calendar days prior written notice to Supplier. Any termination under this provision will not affect the rights and obligations attending the Contract outstanding at the termination date.

C.   Termination for Breach

In the event of breach by the Supplier, The Supreme Court of Virginia/Office of Executive Secretary will have the right to terminate this Contract, in whole or in part. Supplier will be deemed in breach in the event that Supplier fails to meet any material obligation set forth in this Contract. Any termination under the provisions of this section will be deemed a "Termination for Breach".

If the Supreme Court of Virginia/Office of Executive Secretary deems the Supplier to be in breach, the Supreme Court of Virginia/Office of Executive Secretary shall provide Supplier with

notice of breach and allow Supplier 15 business days to cure the breach. If Supplier fails to cure the breach as noted, the Supreme Court of Virginia may immediately terminate this Contract or any change order issued pursuant to the proposed Contract, in whole or in part. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 U.S.C. § 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, the Supreme Court of Virginia/Office of Executive Secretary may immediately terminate this Contract, in whole or in part, for breach, and the Supreme Court of Virginia/Office of Executive Secretary shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to Supreme Court of Virginia/Office of Executive Secretary if Supplier is charged with violation of 31 U.S.C. § 1352, or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations from public bodies under the proposed Contract are subject to the availability of legislative appropriations at the federal, state, or local level for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, the Supreme Court of Virginia/Office of Executive Secretary may terminate this Contract, in whole or in part, for any goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor the Supreme Court of Virginia/Office of Executive Secretary, will have any future liability except for Deliverables accepted by the Supreme Court of Virginia/Office of Executive Secretary or Services (including any applicable Licensed Services and Maintenance Services) rendered by Supplier and accepted by the Supreme Court of Virginia/Office of Executive Secretary prior to the termination date.

In the event of a Termination for Breach, Supplier shall accept return of any Deliverable that was not accepted by Supreme Court of Virginia/Office of Executive Secretary, and Supplier shall refund any monies paid by Supreme Court of Virginia/Office of Executive Secretary for the unaccepted Deliverables. Supplier will bear all costs of de-installation and return of Deliverables.

F. Termination by Supplier

In no instance will termination by Supplier be considered. Failure by the Supreme Court of Virginia/Office of Executive Secretary to make timely payments owed to Supplier for its performance under the proposed Contract will constitute a breach by the Supreme Court of Virginia/Office of the Executive Secretary. Supplier's remedy for a breach is limited to the remedies set forth in § 2.2-4363 of the Code of Virginia.

G. Contract Kick-Off Meeting

Within 30 business days of the Effective Date, Supplier may be required to attend a contract orientation meeting, along with Supreme Court of Virginia/Office of Executive Secretary contract manager/administrator, Supreme Court of Virginia/Office of Executive Secretary project manager(s) or authorized representative(s), and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication, and performance criteria set forth in this Contract.

H. Transition Out Plan

Within twelve (12) months of the Effective Date, Supplier will develop and distribute to the Supreme Court of Virginia/Office of Executive Secretary a Transition Out Plan. The Supplier will maintain the Transition Out Plan throughout the Term and update the Transition Out Plan as needed and subject to Supreme Court of Virginia/Office of Executive Secretary's approval.

I. Transition Of Services

At the request of Agency prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance as Agency may reasonably require to transition the Supplier's contractual

obligations, or any portion thereof, to any other supplier with whom Agency contracts for provision of same. This Transition Period obligation may extend beyond expiration or termination of the Contract for a period of one year. If this Contract includes Supplier's provision of licensed products, Supplier shall take no action to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract or during any Transition Period, or both. Agency shall pay for any additional maintenance or licensing fees during any Transition Period at the hourly rate or at a fee agreed upon by Supplier and Agency. Supplier shall provide all reasonable transition assistance requested by Agency to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to Agency. The transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to transition assistance. Further, any Transition Period will not affect Agency's rights in regards to any purchased Software perpetual licenses which are paid in full.

J. Contract Closeout

Prior to the Contract's expiration date, Supplier may be provided contract closeout documentation from the Supreme Court of Virginia/Office of Executive Secretary. If contract closeout documentation is provided, then Supplier shall complete, sign, and return to Supreme Court of Virginia/Office of Executive Secretary's Purchasing Department any required documentation within 30 business days of receipt to ensure completion of closeout administration and to maintain a positive performance reputation with the Commonwealth. Any required closeout documentation not received within 30 business days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due to the Supplier, including final payment, until the documentation is returned to Supreme Court of Virginia/Office of Executive Secretary.

3. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall ensure that all Supplier Personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between the Supreme Court of Virginia/Office of Executive Secretary and Supplier. Supplier acknowledges that Supplier is the employer of all Supplier employees and shall have the sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier employees. Supplier shall be solely responsible for the supervision and conduct of Supplier Personnel, including all acts, omissions, gross negligence, and willful misconduct of Supplier Personnel. Additionally, Supplier shall ensure that Supplier Personnel comply with the appropriate Supreme Court of Virginia/Office of Executive Secretary site security, information security and personnel conduct rules, as well as applicable federal, state, and local laws, including export regulations. The Supreme Court of Virginia/Office of Executive Secretary reserves the right to require the immediate removal from the Supreme Court of Virginia/Office of Executive Secretary premises of any Supplier Personnel whom such Supreme Court of Virginia/Office of Executive Secretary believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Key Personnel

The Supplier may designate certain of Supplier's personnel as "Key Personnel" or "Project Managers". Supplier's obligations with respect to Key Personnel and Project Managers will be described in the awarded Contract. Any changes to Key Personnel must be mutually agreed to in writing by Supplier and the Supreme Court of Virginia/Office of Executive Secretary. Failure of Supplier to perform in accordance with such obligations may be deemed a breach of this Contract.

C. Subcontractors

Supplier shall not use Subcontractors to perform its contractual obligations of this Contract unless specifically authorized in writing to do so by the Supreme Court of Virginia/Office of Executive

Secretary. If the proposed Contract issued is supported in whole or in part with federal funds, Supplier may not subcontract to any Subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event may Supplier subcontract to any Subcontractor that is debarred by the Commonwealth or that owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier shall (i) act as prime contractor and will be the sole point of contact with regard to all obligations under the proposed Contract; and (ii) represent and warrant that any authorized Subcontractors shall perform in accordance with the terms and conditions, including warranties, set forth in this Contract.

4. NEW TECHNOLOGY

A. Access to New Technology

Supplier will bring to the Supreme Court of Virginia/Office of Executive Secretary attention any new products or services within the scope of the Contract that Supplier believes will be of interest to the Supreme Court of Virginia/Office of Executive Secretary and will work to develop proposals for the provision of any such products or services as the Supreme Court of Virginia/Office of Executive Secretary requests.

B. New Services Offerings Not Available from Supplier

If new or replacement product or service offerings become available and cannot be competitively provided by the Supplier under the scope of this Contract, the Supreme Court of Virginia/Office of Executive Secretary will have the right to purchase the new or replacement products or services from a third party. If the Supreme Court of Virginia/Office of Executive Secretary elects to use such new or replacement product or service offerings, Supplier will reasonably assist the Supreme Court of Virginia/Office of Executive Secretary to migrate to such products or services.

If the Supreme Court of Virginia/Office of Executive Secretary elects to acquire new products or services as described in the paragraph above and such services replace existing Supplier-provided services, discount tiers and any commitments (as applicable as detailed in the proposed Contract) will be reduced to reflect reductions in purchases of the replaced products or services.

5. GENERAL WARRANTY

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL.

Supplier warrants and represents to the Supreme Court of Virginia/Office of the Executive Secretary that Supplier will fulfill its contractual obligations and meet all Requirements as described in any awarded. Supplier warrants and represents to the Supreme Court of Virginia/Office of the Executive Secretary that:

A. Ownership

Supplier has the right to perform and provide all contractual obligations and provide all needed services or products without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

B. Coverage Requirements

During the Warranty Period of one calendar year, the Supplier warrants that any Deliverables provided by Supplier under the proposed Contract will meet or exceed the Requirements. Supplier shall correct, at no additional cost to the Supreme Court of Virginia, all errors identified during the Warranty Period that result in supplier's failure to meet the Requirement, or its contractual obligations.

The Warranty Period will begin at the Acceptance date of the final Deliverable.

C. Performance Warranty

With respect to Supplier's performance under this Contract:

i. Supplier shall perform all contractual obligations with the care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all plans, information, specifications, Deliverables, and Services furnished under the proposed Contract; and

ii. Supplier shall ensure that any contractually obligated Services or Deliverables, or both, meet or exceed the Requirements and that any Product will function in conformance with the Requirements.

D. Documentation and Deliverables

i. Any required Documentation Supplier is obligated to provide under this Contract will be sufficient in detail and content to allow an appropriately trained user/programmer to understand and fully utilize, as applicable, the Deliverables without reference to any other materials or information.

ii. All Deliverables provided or delivered pursuant to this Contract are at the current release level unless the Supreme Court of Virginia/Office of the Executive Secretary specifies an older version in the proposed contract.

iii. No Update, engineering change, or revision made to any Supplier-provided Deliverables will (a) degrade the performance of any Deliverable or its components to a level below that defined in the Requirements or the Product manufacturer's or Software Publisher's published specifications, as applicable; (b) cause any other warranty to be breached; or (c) require the Supreme Court of Virginia/Office of the Executive Secretary to acquire additional hardware equipment or software.

E. Interoperability Warranty

Supplier warrants that each Component, regardless of the origin of the Component, delivered under this Contract shall be interoperable with other Components so as to meet or exceed the performance specified in the Contract.

F. Malicious Code

Supplier has used commercially reasonable efforts through quality assurance procedures to verify that there are no Computer Viruses or undocumented features in any of the Deliverables, as obligated and provided by Supplier under this contract at the time of delivery to Supreme Court of Virginia/Office of Executive Secretary. Supplier has used the best available means to scan any media provided to the Supreme Court of Virginia/Office of the Executive Secretary. Supplier warrants that the Deliverables, as obligated and provided by Supplier under this Contract, do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent the Supreme Court of Virginia/Office of Executive Secretary's use of the Deliverables.

Notwithstanding any rights granted under the proposed Contract or at law, Supplier waives, under any and all circumstances, any right it has or may have in the future to exercise its license termination rights by electronic means. Supplier agrees that Supreme Court of Virginia/Office of Executive Secretary may pursue all remedies provided under law in the event of a breach or threatened breach of this section, including injunctive or other equitable relief.

G. Open Source

Supplier will notify the Supreme Court of Virginia/Office of Executive Secretary if any Deliverables, as obligated and provided by Supplier, contain any Open-Source code and identify the specific Open-Source License that applies to any embedded code dependent on Open-Source code, provided by Supplier under this Contract.

H. Supplier Viability

Supplier has the financial capacity to perform and continue to perform its obligations under this Contract. Supplier has no constructive or actual knowledge of a potential legal proceeding being

brought against Supplier that could materially adversely affect performance of the proposed Contract. Further, Supplier is not prohibited by any contract, or order by any court of competent jurisdiction from entering into this Contract.

I. **Supplier's Past Experience**
Supplier has met similar contractual obligations and fulfilled the Requirements as set forth in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

6. **SOFTWARE LICENSE**
Any and all license rights granted pursuant to this Contract will be held pursuant to the terms of the "Licensing Within the Commonwealth" section of this Contract below.

A. License Grant

i. Software Licensed by Supplier, if applicable

Supplier grants to the Commonwealth and the Supreme Court of Virginia/Office of the **Executive** Secretary a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit, and distribute the Software and Documentation, including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations, restrictions, or both explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights commence upon delivery of the Software to Agency and exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The Software is the property of Supplier, and no title or ownership of the Software or any of its parts, including Documentation, is or will be transferred to the Commonwealth or the Supreme Court of Virginia/Office of Executive Secretary by this license grant.

The Supreme Court of Virginia/Office of the Executive Secretary will have the right to use, copy, modify, transmit, and distribute the Software for their benefit, for government use and purposes, and for the benefit of their agents, including internal and third-party information processing. Except as expressly authorized, the Supreme Court of Virginia/Office of the Executive Secretary may not distribute the Software to any third party without Supplier's prior written consent.

The Supreme Court of Virginia/Office of Executive Secretary may allow access to the Software by third party vendors who are under contract with the Supreme Court of Virginia/Office of Executive Secretary to provide services to or on behalf of the Supreme Court of Virginia/Office of the Executive Secretary, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of the Supreme Court of Virginia/Office of the Executive Secretary or its agents.

The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.

Supplier shall provide replacement copies of the Software and Documentation in the event that all of the Office of the s copies of the Software, including all backup copies, are destroyed, irreparably damaged, or otherwise lost due to disaster or other event beyond of the Supreme Court of Virginia/Office of the Executive Secretary's reasonable control, Supplier shall provide to the Supreme Court of Virginia/Office of the Executive Secretary replacement copies of the Software and Documentation. These replacement copies will be provided to of the Supreme Court of Virginia/Office of the Executive Secretary at no additional cost. Nothing contained in this section will obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.

The Supreme Court of Virginia/Office of the Executive Secretary may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery, and development, and may run the Software concurrently at a back-up site, for no additional license fees or costs. Any copies of the Software or Documentation of the Supreme Court of Virginia/Office of the Executive Secretary makes under this Contract must bear all copyright, trademark, and other proprietary notices included by Supplier. The Supreme Court of Virginia/Office of the Executive Secretary may add its own copyright or other proprietary notice of the Commonwealth to any copy of the Software or Documentation that is modified by of the Supreme Court of Virginia/Office of the Executive Secretary and to which the Commonwealth or the Supreme Court of Virginia/Office of the Executive Secretary has ownership rights pursuant to this Contract.

Except as expressly authorized, the Supreme Court of Virginia/Office of the Executive Secretary may not distribute the Software to any third party without Supplier's prior written consent.

Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any Software or other intellectual property of any other Party.

ii. Software Licensed by Software Publisher, if applicable.

Any Software provided by Supplier as part of its Solution that is licensed directly from the Software Publisher through an End User Licensing Agreement ("EULA") is subject to any negotiated License Agreement Addendum. Supplier shall have sole responsibility for ensuring that any such Software Publisher executes the LAA. The Software Publisher's EULA, along with the LAA executed by Software Publisher will be added to the Contract for reference but will not become a part of this Contract.

License Type

Designated CPU License, if applicable

The license(s) granted to the Supreme Court of Virginia/Office of the Executive Secretary under this Section authorize the use of the Software only on the number of CPU(s) listed in the Contract. The Supreme Court of Virginia/Office of the Executive Secretary may transfer the Software to a different machine to the extent that the license price for the new CPU(s) is equivalent to the CPU(s) initially licensed. If the licensed CPU is inoperative because of (i) malfunction; (ii) performance of maintenance; (iii) modification to the licensed CPU; or (iv) transfer of Software to another CPU, the Supreme Court of Virginia/Office of the Executive Secretary may use the Software on a replacement CPU as long as required by the above-stated conditions.

Concurrent User License, if applicable

The license(s) granted to the Supreme Court of Virginia/Office of the Executive Secretary under this section authorize the use of the Software on any system based on the total number of Concurrent Users. The Supreme Court of Virginia/Office of the Executive Secretary shall specify an initial number of Concurrent User licenses in the awarded Contract. The Supreme Court of Virginia/Office of the Executive Secretary may increase the number of Concurrent User licenses upon issuing a contract modification for additional Concurrent User licenses.

Site License, if applicable.

The license(s) granted under this Section authorizes use of the Software on any system located at the "Site" as such term is defined in the awarded contract.

Project Specific License, if applicable.

The "Project Specific License" authorizes the use of the Software on any CPU or system owned or operated by the Supreme Court of Virginia/Office of the Executive Secretary, and by any user, without limitation as to quantity or location for the duration of Project.

Enterprise-Wide License, if applicable.

The "Enterprise-Wide License" authorizes use of the Software on any CPU, on any system, and by any user within the "Enterprise", as such term is defined in the contract, without limitation as to the quantity, location, or project.

B. Supreme Court of Virginia/Office of the Executive Secretary Compliance

Compliance with the terms and conditions of any license granted pursuant to the proposed Contract is solely the responsibility of Supreme Court of Virginia/Office of Executive Secretary that purchased the license or for whom that license was purchased. The Supreme Court of Virginia/Office of Executive Secretary will have no responsibility for compliance with the terms and conditions of the purchased license, unless the Supreme Court of Virginia/Office of Executive Secretary purchased the license on its own behalf.

C. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")

The terms and conditions set forth in this section supersede and govern the licensing and delivery of all Products and Services of the proposed Contract. The terms and conditions of the proposed Contract will supersede any other provision or other unilateral license terms that may be issued by Supplier after the Effective Date, regardless of when those provisions were proposed or the fact that another agreement may be affixed to, or accompany, Software upon delivery ("shrink wrap").

D. Reservation of Rights

Nothing contained in this section will be construed to restrict or limit the rights of the Commonwealth or the Supreme Court of Virginia/Office of Executive Secretary to use any technical data that the Commonwealth or the Supreme Court of Virginia/Office of Executive Secretary may already possess or acquire under proper authorization from other sources.

7. RIGHTS TO WORK PRODUCT

Any license to pre-existing work will be held, and all rights in, title to, and ownership of Work Product will vest, pursuant to the terms of the "Licensing Within the Commonwealth" section of the proposed Contract below.

A. Work Product

The Supreme Court of Virginia/Office of Executive Secretary and Supplier mutually acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and these specifications will be set forth in the proposed Contract incorporated. Supplier shall promptly and fully disclose to the Commonwealth or the Supreme Court of Virginia/Office of Executive Secretary any and all Work Product generated, conceived, reduced to practice, or learned by Supplier or any Supplier Personnel, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth or the Supreme Court of Virginia/Office of Executive Secretary. Supplier and Supplier Personnel shall not make use of, or disclose to others, any proprietary information relating to the Work Product, other than as is required in the performance of this Contract. All Services performed pursuant to the proposed Contract will include delivery of all source and object code and all executables and documentation for all Work Product. At no time may Supplier deny the Supreme Court of Virginia/Office of Executive Secretary or the Supreme Court of Virginia/Office of Executive Secretary access to the Work Product, regardless of form.

B. Ownership

All Work Product discovered, created, or developed under this Contract, is and will remain the sole property of the Supreme Court of Virginia/Office of Executive Secretary, regardless of whether the Deliverable or Services are considered "works made for hire" or "hired to invent". Supplier agrees that the Supreme Court of Virginia/Office of Executive Secretary will have all rights with respect to any Work Product discovered, created or developed under the proposed Contract without regard to the origin of the Work Product.

Supplier irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Supreme Court of Virginia/Office of Executive Secretary any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity, or for the longest period otherwise permitted by law. If any moral rights are created, Supplier expressly waives all moral rights created in the Work Product. Supplier shall assist the Supreme Court of Virginia/Office of Executive Secretary in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to the Work Product. Upon the reasonable request by Agency with respect to the Work Product, Supplier and any required Supplier Personnel shall execute all documents necessary for use in applying for and obtaining patents, copyrights, and other rights and protection, and in protecting trade secrets with respect to the Work Product.

Supplier agrees that the provisions of this section will survive any termination of this Contract by the Supreme Court of Virginia/Office of Executive Secretary. Supplier also agrees that in the event of a breach of this Contract by the Supreme Court of Virginia/Office of Executive Secretary, Supplier's remedy will not include any right to rescind, revoke, or otherwise invalidate the provisions of this section.

Supplier acknowledges that in the case of the Supreme Court of Virginia/Office of Executive Secretary which is a public body of the Commonwealth, all rights and remedies afforded that the Supreme Court of Virginia/Office of Executive Secretary under this section shall also be held and exercisable by the Commonwealth.

C. Pre-existing Work

If, and to the extent that, any pre-existing rights are embodied or reflected in the Work Product, Supplier grants to the Commonwealth or the Supreme Court of Virginia/Office of Executive Secretary the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof; and (ii) authorize others to do any or all of the foregoing. Supplier will retain all ownership rights in any pre-existing works.

D. Return of Materials

Upon termination of this Contract or in the event the Supreme Court of Virginia/Office of Executive Secretary terminates this Contract, Supplier shall immediately return to the Supreme Court of Virginia/Office of the Executive Secretary all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by the Supreme Court of Virginia/Office of Executive Secretary that are in Supplier's possession, custody, or control.

8. SOFTWARE ESCROW AGREEMENT

Supplier shall maintain copies of all Software source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with the Escrow Agent the signed escrow agreement or as negotiated by the Supreme Court of Virginia/Office of the Executive Secretary attached to this Contract and incorporated by reference.

The Supreme Court of Virginia/Office of Executive Secretary acknowledges that, **prior to the** Effective Date of this Contract, Supplier delivered **to** the Supreme Court of Virginia/Office of Executive Secretary **and** the Supreme Court of Virginia/Office of Executive Secretary **received a** copy of the executed Escrow Agreement naming the Commonwealth as a third-party **beneficiary.** the Supreme Court of Virginia/Office of Executive Secretary will review the Escrow Agreement to ensure that the Escrow Agreement does not impose upon the Commonwealth any requirements or obligations other than administrative responsibilities necessary for the operation of the Escrow Agreement. In the event the Escrow Agent is obligated to release the escrowed materials to the Commonwealth, the Commonwealth's sole responsibility will be to request the release of the escrowed materials from the Escrow Agent. Supplier agrees to notify the Supreme Court of Virginia/Office of Executive Secretary in writing not less than 30 business days prior **to** termination or any modification of Escrow Agreement.

Supplier warrants that the information and materials to be kept in escrow, in a media safe environment, for the benefit of the Commonwealth are specifically identified and listed in any

awarded Contract as the Escrow Agreement. Supplier further warrants that the information and materials include the most current versions used by all the Supreme Court of Virginia/Office of Executive Secretary of:

i. the source code for the Software and all future release versions;

ii. identification of the development/support technology stack, including, but not limited to, every software tool, driver, script, app, etc. with versions and details needed to develop, test, and support all phases of the SDLC for all tiers of the Software as used in Supreme Court of Virginia/Office of Secretary's solution or operating environment;

iii. all Documentation related to items (i) and (ii) above, as well as all necessary and available information; and

iv. (a) technical Documentation that will enable the Supreme Court of Virginia/Office of Executive Secretary, or an Agent **of** the Supreme Court of Virginia/Office of Executive Secretary **to** create, maintain, or enhance the Software without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions)**;** (b) descriptions of the system/program generation; and (c) descriptions of any Supplier tools required to enable the Supreme Court of Virginia/Office of Executive Secretary to continue to use the Software.

Supplier shall provide all Documentation in unprotected MS Word and other commonly used formats that can be updated. Supplier warrants that all items, including future versions, deposited in escrow **for** the Supreme Court of Virginia/Office of Executive Secretary will be verified by the Escrow Agent within thirty (30) business days after deposit to validate the completeness, accuracy, and functionality of the Supplier's escrow deposits. Supplier also warrants that the Escrow Agreement details the verification process to be performed by the Escrow Agent for the original deposit as well as all subsequent deposits. Supplier shall provide the Supreme Court of Virginia/Office of the Executive Secretary a detailed report of all verification tests conducted by the Escrow Agent within ten (10) business days of completion.

Escrow Agent shall conduct a verification process that includes but is not be limited to:

v. File List Test - To ensure the deposited items are catalogued and confirm they are readable and virus free, and if encrypted, that the Escrow Agent has the decryption keys on deposit.

vi. Inventory and Analysis Test – To provide a complete audit and inventory of the deposit including analysis of deposited media to verify the presence of build instructions; to identify all of materials necessary to recreate the original development environment; and to confirm the presence of all build instructions, file classification tables, database schema, and listings.

vi. Compile Test – To validate whether the development environment can be recreated from the deposited documentation and files; to identify third-party libraries; to recreate the Supplier's development environment; to compile source files and modules; to recreate executable code; and to prepare a complete list of any hardware or software configurations.

viii. Binary Comparison Test – To test the functionality of the complied deposit materials by comparing the files built in compile testing to the licensed, executable file running at the Supreme Court of Virginia/Office of Executive Secretary**'**s site.

ix. Full Usability Test – To confirm the source code placed in escrow will be fully functional in the event of a release, and to perform a relevant series of tests to ensure that replicated software runs properly in the required the Supreme Court of Virginia/Office of Executive Secretary's environment.

x. Final Operability Test – To perform a final demonstration of the functioning software.

xi. Fault Remedy – To collaborate with Supplier on fixing any faults discovered during the testing, to obtain corrected escrow items and to re-perform any verification tests as necessary until all tests are successful, with written detailed reports to the Supreme Court of Virginia/Office of Executive Secretary.

Supplier warrants that the Escrow Agreement provides for the release of the list of items negotiated by the Supreme Court of Virginia/Supreme Court of Virginia in the Escrow Agreement upon the occurrence of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty 60 calendar days, Supplier's breach under this Contract, Supplier's bankruptcy, Supplier's failure to continue to do business in the ordinary course. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

In the event that the information and materials listed in the Escrow Agreement are released to the Commonwealth pursuant to the terms of the Escrow Agreement, Supplier grants to the Commonwealth a royalty-free, perpetual, irrevocable license that permits disclosure to a third-party support-vendor of a complete and accurate copy of then-current source code for the Software licensed under this Contract, along with all related documentation.

In the event that the information and materials are released to the Supreme Court of Virginia/Office of Executive Secretary under this provision, Supplier grant**s to** the Supreme Court of Virginia/Office of Executive Secretary a royalty-free, perpetual, irrevocable license, that permits disclosure to a third-party support-vendor of a complete and accurate copy of then-current source code for the Software licensed **to** the Supreme Court of Virginia/Office of Executive Secretary**,** along with all related documentation**.**

9. DELIVERY AND INSTALLATION

A. Scheduling of Solution Delivery

Supplier shall deliver the Solution, including any Component parts, and complete performance of Services according to the delivery dates set forth in the contract or as negotiated by the Supreme Court of Virginia and the Supplier.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the relevant Component of the Solution. Any Solution Component delivered without the appropriate and required Documentation will be considered "shipped short" until the applicable documentation has been received.

B. Deployment of Solution

1. Supplier Deployment of Solution

The Solution fee will be listed in the Contract that includes initial deployment of the complete Solution. Supplier shall deploy the Solution in accordance with the deployment schedule set forth in the awarded contract. Deployment will include the installation of any Software Component and, if agreed, any Product or hardware Component, of the Solution. Supplier shall conduct its standard appropriate diagnostic evaluation at the Supreme Court of Virginia/Office of Executive Secretary's user site to determine that the Solution is properly deployed and fully ready for productive use and will provide the Supreme Court of Virginia/Office of Executive Secretary with a copy of the results of the diagnostic evaluation promptly after completion of deployment**.**

Supplier agrees that failure to deploy the Solution in accordance with the delivery schedule in the proposed contract constitutes a material breach of this Contract resulting in damages to the Supreme Court of Virginia/Office of Executive Secretary. As an estimate of the damages the Supreme Court of Virginia/Office of Executive Secretary will suffer, Supplier agrees to credit the Supreme Court of Virginia/Office of Executive Secretary an amount equal to the amount paid of the total Solution fee, for each day after the scheduled deployment date that the Solution has not been deployed for a period of 30 business days following the agreed upon delivery date. If the delay lasts longer than 30 business days, the Supreme Court of Virginia/Office of Executive Secretary may immediately cancel the proposed Contract and collect damages for each day of that period of late delivery. The Supreme Court of Virginia/Office of Executive Secretary may also

pursue any and all other remedies available at law or in equity for delays lasting longer than 30 business days or for non-deployment.

2. The Supreme Court of Virginia/Office of Executive Secretary Installation of Software

For a Solution that includes Software that the Supreme Court of Virginia/Office of Executive Secretary elects to install itself, the Software will be deemed to be installed when all Acceptance criteria as specified in the Supreme Court of Virginia/Office of Executive Secretary's Contract have been met. Upon completion of installation and successful Acceptance testing, the Supreme Court of Virginia/Office of Executive Secretary shall provide to Supplier written notice of Acceptance. Supplier shall proceed with full deployment of the Solution concurrently with or after the Supreme Court of Virginia/Office of Executive Secretary installation of the Software, as agreed between the Supreme Court of Virginia/Office of Executive Secretary and Supplier in this Contract.

C.   Documentation of Software Configuration

If the Solution includes configuration of Software by Supplier, Supplier shall provide Documentation containing a description of the configuration to the appropriate the Supreme Court of Virginia/Office of Executive Secretary. The Documentation must be of sufficient detail so that any appropriately trained employee or Agent of the Supreme Court of Virginia/Office of Executive Secretary may reconstruct the configuration of the Software.

10.   ACCEPTANCE AND CURE PERIOD

A.   Software and Deliverable Acceptance Criteria

Software and Deliverables are deemed accepted when the Supreme Court of Virginia/Office of Executive Secretary determines that the Software and Deliverables successfully operate in accordance with the Requirements of this Contract. Acceptance of the Software and Deliverables, and for the Solution as a whole, requires delivery to the Supreme Court of Virginia/Office of the Executive Secretary of all of functionality listed in the Requirements as set forth in this Contract, Supplier shall be responsible for ensuring that all Deliverables function properly within the Solution. Acceptance of any one Deliverable will not imply Supreme Court of Virginia/Office of Executive Secretary's concurrence that the Deliverable will function properly with or within the Solution. In the event that a previously Accepted Deliverable requires further modification in order to work properly with or within the Solution, Supplier shall provide the modification and cover all associated costs.

The Supreme Court of Virginia/Office of Executive Secretary shall commence Acceptance testing to the agreed to period of seven (7) business days or as negotiated by the Supreme Court of Virginia/Office of Executive Secretary after (i) receipt of the Software or Deliverable or (ii) being granted access to the Solution. The Acceptance testing period for the first instance of each Product type set forth in this Contract, unless a longer period is agreed to in writing between the Supreme Court of Virginia/Office of Executive Secretary and Supplier. Throughout the Acceptance testing period, Supplier shall provide to Agency any assistance and advice as the Supreme Court of Virginia/Office of Executive Secretary may reasonably require. Supplier shall provide this assistance and advice at no additional cost, other than pre-approved travel expenses incurred which are reimbursable by the Supreme Court of Virginia/Office of Executive Secretary pursuant to the terms and conditions of the "Reimbursement of Expenses" section of this Contract below. The Supreme Court of Virginia/Office of Executive Secretary shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. In the event that the Supreme Court of Virginia/Office of Executive Secretary fails to provide Supplier written notice of successful or unsuccessful Acceptance testing within ten (10) business days or as negotiated by the Supreme Court of Virginia/Office of the Executive Secretary and the Supplier following the end of the Acceptance testing period, the Supplier shall provide the Supreme Court of Virginia/Office of Executive Secretary with written notice that Supplier has not received a notice of successful or unsuccessful Acceptance testing from the Supreme Court of Virginia/Office of **the** Executive Secretary. If the Supreme Court of Virginia/Office of Executive Secretary fails to provide Supplier with written notice of successful or unsuccessful Acceptance testing within 5

(five) business days after receiving such notice from Supplier, the Software or Deliverable will be deemed Accepted.

B. Solution Acceptance Criteria

The Solution will be deemed accepted when the Supreme Court of Virginia/Office of Executive Secretary determines that the Solution successfully operates in accordance with the Requirements and, if applicable, successful completion of Acceptance testing. The Supreme Court of Virginia/Office of Executive Secretary shall commence Acceptance testing within seven (7) business or as negotiated by the Supreme Court of Virginia/Office of Executive Secretary and the Supplier after deployment of the Solution. The Acceptance testing period will be completed as stipulated in the Contract after deployment of the Solution to the testing environment, or such longer period as may be agreed to in writing between the Supreme Court of Virginia/Office of Executive Secretary and Supplier. Supplier shall provide the Supreme Court of Virginia/Office of Executive Secretary with any assistance and advice the Supreme Court of Virginia/Office of the Executive Secretary may reasonably require during the Acceptance testing. Throughout the Acceptance testing period, Supplier shall provide to the Supreme Court of Virginia/Office of Executive Secretary any assistance and advice as the Supreme Court of Virginia/Office of Executive Secretary may reasonably require. Supplier shall provide this assistance and advice at no additional cost, other than pre-approved travel expenses incurred which are reimbursable by the Supreme Court of Virginia/Office of Executive Secretary pursuant to the terms and conditions of the "Reimbursement of Expenses" section of this Contract below. The Supreme Court of Virginia/Office of Executive Secretary shall provide to Supplier written notice of Acceptance **upon** completion of successful Acceptance testing. In the event that the Supreme Court of Virginia/Office of Executive Secretary fails to provide Supplier written notice of successful or unsuccessful Acceptance testing within ten (10) business days or as negotiated by the Supreme Court of Virginia/Office of the Executive Secretary following the end of the Acceptance testing period, the Supplier shall provide the Supreme Court of Virginia/Office of Executive Secretary with written notice that Supplier has not received a notice of successful or unsuccessful Acceptance testing from the Supreme Court of Virginia/Office of Executive Secretary. If the Supreme Court of Virginia/Office of Executive Secretary fails **to** provide Supplier with written notice of successful or unsuccessful Acceptance testing within 5 (five) business days after receiving such notice from Supplier, the Solution will be deemed Accepted**.**

C. Software and Deliverable Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit the corrected Software or Deliverable for re-testing within seven (7) business days or as negotiated by the Supreme Court of Virginia/Office of Executive Secretary and Supplier of receipt of **the** appropriate the Supreme Court of Virginia/Office of Executive Secretary's written notice of non-conformance. In the event Supplier fails to cure the non-conformity or deliver Software or a Deliverable that meets the Requirements, the Supreme Court of Virginia/Office of executive Se may, in its sole discretion: (i) reject the Software or Deliverable in its entirety and recover amounts previously paid to Supplier; (ii) issue a "partial Acceptance" of the Software or Deliverable with an equitable adjustment in the price to account for any deficiency; or (iii) conditionally accept the applicable Software or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software or a Deliverable to meet, in all material respects, the Requirements after the second set of Acceptance tests will constitute a breach by Supplier, and the Supreme Court of Virginia/Office of Executive Secretary may, at its sole discretion, terminate this Contract, in whole or in part, for the Solution to be provided by Supplier.

D. Solution Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit the corrected Solution or Component products or Services for re-testing within 15 business days or as negotiated by the Supreme Court of Virginia/Office of the Executive Secretary and Suppliers of receipt of written notice of non-conformance to Supplier, or as otherwise agreed between the Supreme Court of Virginia/Office of the Executive Secretary and Supplier. In the event that Supplier fails to deliver a Solution which meets the Requirements, the Supreme Court of

Virginia/Office of the Executive Secretary may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid to the Supplier; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests will constitute a breach by Supplier, and the Supreme Court of Virginia/Office of the Executive Secretary may, at its sole discretion, terminate this Contract.

11. SOLUTION WARRANTY AND MAINTENANCE SERVICE

At any time during the Warranty Period or MCP, as applicable, Supplier shall provide the following warranty or maintenance services (including unlimited telephonic support and all necessary travel and labor) to maintain the Solution in accordance with the Requirements. During the Warranty Period, Supplier shall perform these services without additional charge to the Supreme Court of Virginia/Office of Executive Secretary. During the Maintenance Coverage Period, charges will be in accordance with the terms of this section.

A. Known Defects

Supplier shall promptly notify the Supreme Court of Virginia/Office of Executive Secretary in writing of any defects or malfunctions in the Solution or Documentation of which it learns from any source. Within seven (7) business days of Supplier's knowledge of any defects or malfunctions, Supplier shall correct the defects or malfunctions, or provide a work around until corrected, and provide the Supreme Court of Virginia/Office of Executive Secretary with corrected copies of same.

B. New Releases

No later than the first day of general release, Supplier shall provide to the Supreme Court of Virginia/Office of Executive Secretary copies of the Software and Documentation revised to reflect any enhancements, including all new releases, upgrades, and access modes, to the Software made by Supplier, including, without limitation, modifications to the Software which can increase the speed, efficiency or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software.

C. Coverage

Supplier shall provide all reasonably necessary telephone or written consultation requested by the Supreme Court of Virginia/Office of Executive Secretary in connection with use, problems, and operation of the Solution. Supplier is obligated to provide coverage under this provision on a 24 hours per day, seven days per week basis.

D. Service Levels

Please refer to Attachment 15 Service Level Requirements.

E. Software Evolution

In the event that Supplier or Software Publisher merge or splinter the Software previously provided to the Supreme Court of Virginia/Office of Executive Secretary, Supplier shall not charge the Supreme Court of Virginia/Office of Executive Secretary additional support fees in order to receive enhancements, releases, upgrades, or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Supreme Court of Virginia/Office of Executive Secretary will be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions in this Contract.

If Supplier or Software Publisher releases an option, future Software product, or other release that has substantially the same functionality as the Software products provided under this Contract, and the Software Publisher, or Supplier, or both, ceases to provide Maintenance Services for the older Software product, then Supplier shall offer the Commonwealth or the

Supreme Court of Virginia/Office of Executive Secretary the option to exchange licenses for such replacement Software product or function at no additional charge.

F. Escalation Procedures

[To be provided by Supplier before contract award.]

G. Solution Remedies

If the Solution or any Component fails to conform in all material respects to this Contract, the Supreme Court of Virginia/Office of Executive Secretary shall provide written notification of the failure to Supplier. If Supplier is unable to make the Solution or any Component conform within 30 business days of receiving the Supreme Court of Virginia/Office of Executive Secretary**'s notice** Supplier shall, at such the Supreme Court of Virginia/Office of the Executive Secretary's request, accept return of the tangible Solution Components at Agency's request. If the failure of the Solution or any Components occurs during the Warranty Period, Supplier shall return all monies paid by the Supreme Court of Virginia/Office of the Executive Secretary for the returned Solution Components and Documentatio**n.** If the failure of the Solution or any Components occurs during any subsequent MCP, Supplier shall return all monies paid by the Supreme Court of Virginia/Office of the Executive Secretary for the returned Solution Components and Documentation, pro-rated using the straight-line method for an estimated Solution life cycle of seven (7) years or as negotiated by the Supreme Court of Virginia/Office of the Executive Secretary and Supplier**. T**he Supreme Court of Virginia/Office of Executive Secretary **shall** discontinue use of any Solution Component Software or product.

H. Solution Support Services and Renewal Options

Sixty (60) business days prior to the expiration of the Warranty Period, Supplier shall notify the Supreme Court of Virginia/Office of Executive Secretary in writing of such expiration. The Supreme Court of Virginia/Office of Executive Secretary may, at its sole discretion, order from Supplier Solution Maintenance Services including new Software releases, updates and upgrades. The MCP will be for a period of one (1) year and at an annual fee of ten percent (10%) of the Software license fee paid by the Supreme Court of Virginia/Office of Executive Secretary for its then current installed base. Supplier shall notify the Supreme Court of Virginia/Office of Executive Secretary 60 business days prior to the expiration of the MCP, and the Supreme Court of Virginia/Office of Executive Secretary may, at its sole discretion, renew Maintenance Services for an additional one (1) year period. Any increase in the annual fee for renewed Maintenance Services may not exceed the lesser of (i) three percent (3%), or (ii) as defined in the "Fees, Ordering and Payment Procedure" section of this Contract below, in effect at the time of renewal. Supplier warrants that it shall make Support Services available for all the Solution components listed in Exhibit B for a period of at least five (5) years from the expiration of the initial Warranty Period of any Solution provided to the Supreme Court of Virginia/Office of Executive Secretary pursuant to this Contract. Cancellation of Maintenance Services by the Supreme Court of Virginia/Office of Executive Secretary shall not affect this Contract or the grant of any license by Supplier.

12. FEES, ORDERING, AND PAYMENT PROCEDURE

A. Fees and Charges

In consideration for the Supplier's performance obligations under this Contract, the Supreme Court of Virginia/Office of Executive Secretary shall pay Supplier the fee(s) owed pursuant to the schedule of fees and charges as set in this Contract. Supplier will only be entitled to those fees owed for Supplier's performance obligations and any additional Products and Services provided to the Supreme Court of Virginia/Office of Executive Secretary in accordance with the scope of this Contract the Requirements, as authorized in this Contract. The fees, and any associated discounts, will be applicable throughout the Contract Term unless modified pursuant to the terms and conditions below.

In the event the fees or discounts apply for any period less than the entire Term, Supplier agrees that it will not request an increase in the fees during the first twelve (12) month period following the Effective Date and will not request an increase in the fees more than once in any subsequent twelve (12) month period thereafter. Beginning 12 months after the Effective Date, Supplier may request in writing an adjustment to the prices set forth in Exhibit B to this Contract. No increase in fee amounts will exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/cpi/home.htm) for the period ending 60 to 90 days prior to the effective date of the increase compared with the same index one (1) year prior. Supplier and Agency will work in good faith to agree on an appropriate change in pricing. Supplier must submit any change in price in writing to Agency if the change impacts any order or SOW and in accordance with the above and will not become effective for 60 calendar days thereafter. Supplier agrees to offer price reductions to ensure compliance with the "Competitive Pricing" section of this Contract below.

B. Reproduction Rights for Supplier Provided Software

At the Supreme Court of Virginia/Office of the Executive Secretary's request, Supplier shall provide the Supreme Court of Virginia/Office of Executive Secretary with a reproducible, portable data storage device (e.g. CD-ROM or USB flash drive) of Software and Updates. The Supreme Court of Virginia/Office of Executive Secretary will be responsible for making copies and distributing the Software and Updates as required. Within 30 calendar days of the end of each calendar quarter, the Supreme Court of Virginia/Office of Executive Secretary shall provide to Supplier a report of the net number of additional copies of the Software or Updates or both deployed during the quarter. Supplier will invoice the Supreme Court of Virginia/Office of Executive Secretary for the net number of new licenses reported as deployed.

C. Demonstration and/or Evaluation

If the Supplier's contractual obligations include the provision of a Solution, an Application and Licensed Services, or Software-as-a-Service, at the request of the Supreme Court of Virginia/Office of the Executive Secretary, then Supplier shall perform any reasonable demonstration of its Solution, Application and Licensed Services, or Software-as-a Service at the Supreme Court of Virginia/Office of Executive Secretary location and at no charge.

If the Supplier's contractual obligations include the provision of Software, then the Supplier shall provide the Software to the Supreme Court of Virginia/Office of the Executive Secretary for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than 30 calendar days. Each new project is entitled to an evaluation copy regardless of whether the Supreme Court of Virginia/Office of Executive Secretary has previously purchased the Software.

D. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided in this Contract promptly after all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule in this Contract Payment for any support services, as authorized in the Contract and the Supreme Court of Virginia/Office of the Executive Secretary Contract, will be annually in arrears unless otherwise stated in this Contract. No invoice may include any costs other than those identified in this contract. Without limiting the foregoing, all shipping costs are the Supplier's responsibility. Supplier shall issue invoices that identify, at a minimum:

i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.

ii. Line-item description of the Deliverable(s) applicable to this Contract, including any components or service type, and, if applicable, the project milestone.

iii. Quantity, charge and extended pricing for each line item

iv. Applicable date of this Contract

v. This Contract number

vi. Supplier's Federal Employer Identification Number ("FEIN")

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Any terms included on Supplier's invoice will have no force or effect and will in no way bind **the** Supreme Court of Virginia/Office of the Executive Secretary.

E. **Purchase Payment Terms**

Supplier is responsible for the accuracy of its billing information. Supplier may not issue invoices pursuant to this Contract until all of Supplier's performance obligations have been accepted and are in accordance with the milestone payment schedule in this Contract, or until after services have been rendered. Charges for Deliverables, Components or Services accepted more than 90 calendar days prior to receipt of a valid invoice may not be paid. In the event Supplier repeatedly over-bills the Supreme Court of Virginia/Office of Executive Secretary, the Supreme Court of Virginia/Office of Executive Secretary may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

F. **Reimbursement of Expenses**

The Supreme Court of Virginia/Office of Executive Secretary will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by the Supreme Court of Virginia/Office of Executive Secretary in advance in the Contract. The travel-related expenses will be reimbursable at the then-current per diem amounts and other travel regulations as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/).

All reimbursed expenses will be billed to the Supreme Court of Virginia/Office of Executive Secretary on a pass-through basis without any markup by Supplier. At Agency's request, Supplier shall provide copies of receipts for all travel expenses over US$30.00.

G. **Disputed Charges**

If, before payment of an invoice, the Supreme Court of Virginia/Office of Executive Secretary notifies the Supplier in writing of a disputed charge, Agency will have the right to withhold payment of the disputed amount until the dispute is settled or finally resolved. Supplier shall respond in writing to the Supreme Court of Virginia/Office of Executive Secretary notification of a disputed charge acknowledging Supplier's receipt of the dispute within five (5) business days. Any charges disputed by the Supreme Court of Virginia/Office of Executive Secretary will be resolved (whether by credit or explanation of the charge to the Supreme Court of Virginia/Office of Executive Secretary's satisfaction) in the Supreme Court of Virginia/Office of Executive Secretary's required format within two (2) billing cycles (60 calendar days) following the Supreme Court of Virginia/Office of Executive Secretary's written notification. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, the Supreme Court of Virginia/Office of Executive Secretary will not be obligated to pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. the Supreme Court of Virginia/Office of Executive Secretary will not pay any disputed amounts that remain unresolved.

13. **REPORTING**

Supplier shall submit to Supreme Court of Virginia/Office of Executive Secretary monthly reports containing data on:

i. Small Business Procurement and Subcontracting Spend

These reports must be submitted in accordance with the instructions and further detailed requirements, and on the templates set forth on the "Supplier & Vendor Reporting Requirements" webpage located at the following URL: https://www.vita.virginia.gov/procurement/supplier-reporting/supplier--vendor-reporting-requirements/ or any successor URL(s). Supplier is encouraged to review the site periodically for updates on Supplier reporting requirements and methods. Supplier's failure to comply with all reporting, payment, and other requirements in this section may be deemed by Supreme Court of Virginia/Office of Executive Secretary, in its sole discretion, to be a breach of the Contract.

A. **Small Business Procurement and Subcontracting Spend**

Supplier shall provide to Supreme Court of Virginia/Office of Executive Secretary a report of monthly subcontracting spend data. This data must include Supplier's total spend to all

Subcontractors who provide direct performance for obligations under this Contract. Supplier's monthly subcontracting spend data must be submitted via: jobrien@vacourts.gov.

In addition, every six (6) months following the Effective Date, Supplier shall submit to Supreme Court of Virginia/Office of Executive Secretary a "SWaM Subcontracting Certification of Compliance" ("SSCC") certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"). A copy of Supplier's Plan is attached to this Contract as Exhibit H,and is incorporated by reference. The SSCC must include a written explanation of any variances of greater than 20% between the Plan and the actual subcontractor spend by Supplier. Supplier's SSCC will be maintained by Agency in the Supplier's procurement file. Supplier must submit the SSCC to the following address: Supreme Court of Virginia/Office of Executive Secretary, Attn: Joe O'Brien, Purchasing Administrator, 100 North Ninth Street, 3rd FL., Richmond, VA 23219. In the event that Supplier fails to comply with its contractually obligated Plan spend or fails to report its contractually obligated Plan spend, the Supreme Court of Virginia/Office of Executive Secretary may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, withhold any final payments due, or both. Supplier's failure to comply will be considered in the prospective award of any future contracts with Supplier.

14. SUPPLIER PERFORMANCE MEASURES

The Supreme Court of Virginia/Office of Executive Secretary has developed a set of performance measures relating to Supplier's performance under this Contract as reflected in Attachment 15 Service Level Requirements. Supplier agrees to be bound by and perform its obligations under this Contract. The remedies for Supplier's failure to meet the performance measures are set forth in the Contract.

Supplier **and** the Supreme Court of Virginia/Office of Executive Secretary agree to meet within 30 business days of the Effective Date of this Contract to set forth the methodology and designated personnel of each Party to provide, collect, monitor, and report the performance measures data and mutually agreed-to incentives and remedies. Supplier agrees to provide **to** the Supreme Court of Virginia/Office of Executive Secretary a report of its performance against the performance measures no less than once every six (6) months throughout the Contract Term. Supplier's report must include a comparison of its performance measures against the agreed-to targets and, in the event of any shortfall by Supplier, proposed remediation measures. Any instances of Supplier non-compliance will be recorded in Supplier's Contract file and shared with Contract stakeholders. Supplier further agrees that any degradation or failure of Supplier's performance obligations may result in failure to renew the Contract, termination for convenience of the Contract or termination for breach **of** the Contract. the Supreme Court of Virginia/Office of Executive Secretary will have all rights and remedies available at law.

15. STATUS MEETINGS

Supplier will be prepared to conduct monthly stewardship meetings with the Supreme Court of Virginia/Office of Executive Secretary to provide a broad review of all services, projects and ongoing operations. Supplier should also be prepared to conduct semi-annual meetings/presentations **to** discuss new products and services and their potential benefit **to** the Supreme Court of Virginia/Office of Executive Secretary**.**

16. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual **relationships with suppliers,** the Supreme Court of Virginia/Office of Executive Secretary has procedures for establishing a steering committee ("Steering Committee"), consisting of senior management personnel, including personnel **involved in** the contractual relationship, from the Supreme Court of Virginia/Office of Executive Secretary **and** Supplier.

Roles of the Steering Committee include but are not limited to (a) identifying potential issues which may arise during the performance of a contract; (b) discussing and assigning roles and responsibilities; (c) establishing methods for quickly resolving potential disputes; (d) setting rules for

communication and decision making; (e) monitoring and measuring the business relationship between the parties; and (f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

A Steering Committee for this Contract will be formed at the Supreme Court of Virginia/Office of Executive Secretary 's option. Meetings may be held at any time during the Contract Term, should the Supreme Court of Virginia/Office of the Executive Secretary, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in any scheduled meeting(s). In addition, Supplier may at any time submit a written request to the Supreme Court of Virginia/Office of Executive Secretary for a meeting of the Steering Committee, which the Supreme Court of Virginia/Office of Executive Secretary will not unreasonably deny.

Supplier will ensure the availability of the appropriate personnel to meet with the Supreme Court of Virginia/Office of Executive Secretary contract management team. Additional Steering Committee meetings involving representatives from the Supreme Court of Virginia/Office of Executive Secretary, the Supplier, and the Supreme Court of Virginia/Office of Executive Secretary **may be required prior** to or during performance of this Contract.

17. **POLICIES AND PROCEDURES GUIDE**

Within 30 calendar days of the Effective Date of the Contract, Supplier will provide the Supreme Court of Virginia/Office of Executive Secretary will a policy and procedures guide that describes how the Supplier and the Supreme Court of Virginia/Office of Executive Secretary will work together and how performance, including Deliverables and Services, is to be measured. The guide will provide process diagram details, working activities, and interface points with the Supreme Court of Virginia/Office of Executive Secretary and Supplier deliverables. Updated versions of the guide will be provided by Supplier to the Supreme Court of Virginia/Office of Executive Secretary and all the Supreme Court of Virginia/Office of Executive Secretary every six (6) months, or as otherwise mutually agreed, during the Contract Term.

18. **TRAINING AND DOCUMENTATION**

A. **Training**

Supplier may make available, Supplier's fee, unless expressly excluded, includes all costs for any and all training as agreed upon in this In order to allow the Supreme Court of Virginia/Office of Executive Secretary the full benefit of the applicable Deliverable, the training will cover the use and operation of the Deliverable provided to the Supreme Court of Virginia/Office of Executive Secretary including instruction in any necessary conversion, manipulation, or movement of such the Supreme Court of Virginia/Office of Executive Secretary's data. Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at a time and location mutually agreeable to Supplier and the Supreme Court of Virginia/Office of Executive Secretary. Available additional and optional training, and applicable pricing and discounts, are described in this Contract,

B. **Documentation**

Supplier shall deliver to the Supreme Court of Virginia/Office of Executive Secretary complete copies of any Documentation applicable to the Deliverable(s) provided to the Supreme Court of Virginia/Office of Executive Secretary, in a quantity and media format as agreed upon by the Parties under this Contract. Should Supplier revise or replace the Documentation, or should Documentation be modified to reflect Updates, Supplier shall deliver to the Supreme Court of Virginia/Office of Executive Secretary copies of the updated or replacement Documentation, in the same quantity and media format as originally requested by the Supreme Court of Virginia/Office of Executive Secretary, or as agreed upon between the Parties. the Supreme Court of Virginia/Office of Executive Secretary will have the right, as part of any license grant, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation must include, but is not limited to, overview descriptions of all major

functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Such Documentation must be revised to reflect any modifications, fixes or updates made by Supplier. The Supreme Court of Virginia/Office of Executive Secretary, at its own discretion, will have the right, as part of the license granted by Supplier, to modify or completely customize all or part of the Documentation in support of the authorized use of the licensed Application or Software. The Supreme Court of Virginia/Office of Executive Secretary may also duplicate such Documentation and include it in such the Supreme Court of Virginia/Office of Executive Secretary 's document or platform. The Supreme Court of Virginia/Office of Executive Secretary shall continue to include Supplier's copyright notice.

19. CONFIDENTIALITY

A. Treatment and Protection
Each Party shall:

i. hold in strict confidence all Confidential Information of any other Party;

ii. use the Confidential Information solely to perform or to exercise its rights under this Contract; and

iii. not transfer, display, convey or otherwise disclose or make available all or any part of the other Party's Confidential Information to any third-party.

Agency may, however, disclose the Confidential Information as delivered by Supplier to subcontractors, contractors, or agents of the Supreme Court of Virginia/Office of Executive Secretary that are bound by non-disclosure agreements with the Supreme Court of Virginia/Office of Executive Secretary. Each Party shall take the same measures to protect against the disclosure or misuse of the Confidential Information as it takes to protect its own proprietary or confidential information, but in no event will such measures be less than reasonable care.

B. Return or Destruction
Upon the termination or expiration of this Contract, or upon the earlier written request of the Supreme Court of Virginia/Office of Executive Secretary, Supplier shall, at its own expense, and at the election of the Supreme Court of Virginia/Office of Executive Secretary, either:

i. promptly return all tangible Confidential Information (and all copies thereof except the record required by law) to the Supreme Court of Virginia/Office of Executive Secretary; or

ii. destroy any Confidential Information in Supplier's possession or control and provide the Supreme Court of Virginia/Office of Executive Secretary with written certification of the destruction.

Additionally, Supplier shall cease all further use of the Supreme Court of Virginia/Office of Executive Secretary 's Confidential Information, whether in tangible or intangible form.

The Supreme Court of Virginia/Office of Executive Secretary shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth's records retention policies or, if Agency is not subject to the Commonwealth's policies, in accordance with the Supreme Court of Virginia/Office of Executive Secretary 's own records retention policies.

C. Confidentiality Statement
All Supplier Personnel performing Services pursuant to this Contract are required to sign a confidentiality statement or non-disclosure agreement. Any violation of the statement or agreement will be deemed a breach of this Contract and may result in termination of the Contract.

D. Freedom of Information Act Acknowledgement
All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted by the Virginia Freedom of Information Act.

In the case of Supplier proprietary or trade secret information, Supplier must have followed the procedures required by Code § 2.2-4342(F) in order for the information to be protected from disclosure under the Virginia Freedom of Information Act.

20. INDEMNIFICATION

A. Indemnification Generally

Supplier shall defend, indemnify, and hold harmless all Commonwealth Indemnified Parties from and against any third-party Claims to the extent the Claims in any way relate to, arise out of, or result from:

i. any negligent act, negligent omission, or intentional or willful conduct of Supplier or any Supplier Personnel;

ii. a breach of any representation, warranty, covenant, or obligation of Supplier contained in this Contract;

iii. any defect in the Supplier-provided products or services;

iv. any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services; or

v. any Claims by any Subcontractor resulting from Supplier's failure to pay such Subcontractor.

B. Defense Claims

Supplier will be solely responsible for all costs and expenses associated with the defense of all third-party Claims against Commonwealth Indemnified Parties. Selection and approval of counsel, and approval of any settlement, shall be accomplished in accordance with all applicable laws, rules, and regulations. For state agencies, the applicable laws include §§ 2.2-507, 2.2-510, and 2.2-514 of the Code.

C. Duty to Replace or Reimburse

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services, or Supplier's performance, Supplier shall, at its expense and option, either (a) procure the right to continue use of such infringing products or services, or any components thereof; or (b) replace or modify the infringing products or services, or any components thereof, with non-infringing products or services satisfactory to the Supreme Court of Virginia/Office of Executive Secretary.

In the event the Supreme Court of Virginia/Office of Executive Secretary cannot use the affected Deliverable, Product, Licensed Services, or Services, including any Components, then Supplier shall reimburse such the Supreme Court of Virginia/Office of Executive Secretary for the reasonable costs incurred by such the Supreme Court of Virginia/Office of Executive Secretary in obtaining an alternative product or service.

D. Supplier Dispute of Obligation to Indemnify

If a Claim is commenced against any Commonwealth Indemnified Parties by a third party alleging an infringement of the third party's intellectual property rights and Supplier is of the opinion that the allegations in the third-party Claim, in whole or in part, are not covered by the indemnification provision in this Contract, then Supplier shall immediately notify Agency and the affected Agency(s) in writing and shall, nonetheless, take all reasonable steps to protect the rights, remedies, and interests of the Commonwealth Indemnified Parties in the defense of the Claim, including to secure a continuance to permit Agency and the affected Agency(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses Agency or the affected Agency(s) may have.

21. LIABILITY

A. **Supplier Liability**

Supplier agrees that it is fully responsible for all acts and omissions of Supplier Personnel, including their negligence, gross negligence or willful misconduct, under this Contract.

Supplier's liability and indemnification obligations under this Contract shall not exceed, in aggregate, twice the cumulative spend value of the Contract, during the Contract Term.

The limitations on liability set forth in this section will not apply to liability arising from any combination of the following:

i. any intentional or willful misconduct, fraud, or recklessness of Supplier or any Supplier Personnel; or

ii. claims for bodily injury, including death, and damage to real property or tangible property resulting from the negligence of a Supplier or any Supplier Personnel.

B. **Limitation of Liability**

Neither Party will be liable to the other Party for any indirect, incidental, consequential, or punitive damages, including (without limitation) loss of profit, income, or savings, even if advised of the possibility of these damages.

22. **INSURANCE**

In addition to the insurance coverage required by law as referenced in the "Incorporated Contractual Provisions" section of this Contract below, Supplier shall carry:

Errors and omissions insurance coverage in the amount of $5,000,000 per occurrence; and

Cyber Security Liability insurance coverage in the amount of $5,000,000 per occurrence.

Throughout the Contract Term, Supplier shall provide evidence of insurance and access to a copy of Supplier's policy documents upon request by the Supreme Court of Virginia/Office of Executive Secretary

23. **SECURITY COMPLIANCE**

Supplier shall comply with all provisions of the then-current Commonwealth security policies, standards, and guidelines published by VITA and which may be found at: https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/, or any successor URL(s), as are pertinent to Supplier's operation. Further, Supplier shall comply with all applicable provisions of the Supreme Court of Virginia/Office of Executive Secretary 's then-current security procedures as are pertinent to Supplier's operation and that have been provided to Supplier by the Supreme Court of Virginia/Office of Executive Secretary. Supplier shall also comply with all applicable federal, state, and local laws and regulations, including those pertaining to information security and privacy.

Any unauthorized release of any Confidential Information, or Commonwealth proprietary or personal information, by the Supplier or Supplier Personnel constitutes a breach of Supplier's obligations under the Contract. Supplier shall notify Agency within 24 hours of discovery of, or when Supplier should have discovered, any breach of "unencrypted" and "unredacted" personal information, as those terms are defined in Code § 18.2-186.6, and other confidential or personal identifying information provided to the Supplier by Agency. To the extent permitted by law, Supplier shall provide the Supreme Court of Virginia/Office of Executive Secretary the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure.

Supplier shall ensure performance of an audit of Supplier's environment at least annually to provide assurance of "Controls Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy" in accordance with the then-current standards set forth by the American Institute of CPAs.

Supplier shall indemnify, defend, and hold the Commonwealth, the Supreme Court of Virginia/Office of Executive Secretary, their officers, directors, employees and agents harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, the Supreme Court of Virginia/Office of Executive Secretary,

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their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this section.

Agency reserves the right to review Supplier's information security program prior to the commencement of Licensed Services and at least once annually during the Term of this Contract. During the performance of the Licensed Services, and on an annual basis, Agency will be entitled, at its own expense, to perform, or to have performed, an on-site audit of Supplier's information security program. In lieu of an on-site audit, upon request by Agency, Supplier shall implement any reasonably required safeguards as identified by any program audit.

24. IMPORT/EXPORT

Supplier shall comply with all data export laws and regulations. In addition, the Supreme Court of Virginia/Office of Executive Secretary policy requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, may only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the continental United States.

25. THIRD PARTY TERMS AND CONDITIONS

In the event that Supplier's provision of the Licensed Services or any performance obligations under the Contract, include third-party terms and conditions, the Commonwealth security policies standards and guidelines referenced in this Contract above – i.e., SEC5305 - will take precedence over any third-party terms and conditions. For the purposes of statutory law as referenced and incorporated in this Contract, if there is any conflict with any third-party terms, such statutory law will govern.

26. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than 15 business days, then the Supreme Court of Virginia/Office of Executive Secretary may immediately terminate this Contract, and the Supreme Court of Virginia/Office of Executive Secretary may terminate this Contract, on notice to Supplier unless Supplier immediately gives the Supreme Court of Virginia/Office of Executive Secretary or such body adequate assurance of the future performance of this Contract. If this Contract has not been otherwise terminated and bankruptcy proceedings are commenced with respect to Supplier, then the Supreme Court of Virginia/Office of Executive Secretary may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of its performance of Supplier's contractual obligations or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Supreme Court of Virginia/Office of Executive Secretary and Supplier that this is an executory contract. Any suspension of further performance by the Supreme Court of Virginia/Office of Executive Secretary pending Supplier's assumption or rejection will not be a breach of this Contract and will not affect the rights of the Supreme Court of Virginia/Office of Executive Secretary to pursue or enforce any of its rights under this Contract or otherwise.

27. GENERAL PROVISIONS

A. Relationship Between the Supreme Court of Virginia/Office of Executive Secretary and Supplier

Supplier has no authority to contract for, bind or commit to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of the Supreme Court of Virginia/Office of Executive Secretary. Under no circumstances will Supplier, or any Supplier Personnel, hold itself out as or be considered an agent or an employee of the Supreme Court of Virginia/Office of Executive Secretary, and the Supreme Court of Virginia/Office of Executive Secretary will not have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or any Supplier Personnel. Supplier represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes, and agrees that the Supreme Court of Virginia/Office of Executive Secretary is not responsible to collect or withhold for Supplier any federal, state, or local employment taxes, including, but not limited to, income tax withholding and social security contributions. Supplier shall pay or withhold any and all taxes, interest or penalties (including, but not limited to, any federal, state, or local withholding

or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed, or levied as a result of this Contract or Services performed pursuant to this Contract. Supplier shall reimburse the Supreme Court of Virginia/Office of Executive Secretary in the event that any taxes, interest or penalties are assessed against and paid by the Supreme Court of Virginia/Office of Executive Secretary as a result of this Contract.

B. Licensing Within the Commonwealth

Any and all licenses granted or provided pursuant to this Contract, whether to Work Product, System Software, COTS Software, Product, or any other Software will be held by the Commonwealth.

In addition to the terms, conditions, and obligations of this Contract, Supplier agrees to SCV "Mandatory Contract Terms" which consist of SCV:

- "Core Contractual Terms";

- "Required eVA Terms and Conditions"; and

Each of these Mandatory Contract Terms are set forth at the following URL and incorporated into this Contract by reference: https://www.vita.virginia.gov/procurement/contracts/mandatory-contract-terms/.

C. Incorporated Contractual Provisions

Supplier agrees that non-compliance with IRS Publication 1075, including Exhibit 7 of IRS Publication 1075 which is incorporated by reference, may be deemed, solely by the Supreme Court of Virginia/Office of Executive Secretary, as a material breach of this Contract. Supplier is responsible for verifying the correct and current version of this IRS publication and related safeguarding terms language and acknowledges that Agency issuing the

D. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 U.S.C.§ 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder is incorporated as Attachment nine (9)to this Contract. Return completed attachment 12 (12), Certificate Regrading Lobbying with your proposal.

E. Ethics in Public Contracting

By signing this Contract, Supplier warrants that its assent to this Contract is made without collusion or fraud, and that Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal or the terms of this Contract. Further, Supplier warrants that it has not conferred any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, on any public employee having official responsibility for this procurement transaction, unless consideration of substantially equal or greater value was exchanged. In addition, Supplier warrants that it will notify the Supreme Court of Virginia/Office of Executive Secretary if it becomes aware of a potential conflict of interest in the future.

F. Governing Law

This Contract is governed by and will be construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation relating to this Contract must be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. The Uniform Computer Information Transactions Act applies to this Contract only to the extent required by Code § 59.1-501.15.

G. Dispute Resolution

In accordance with Code § 2.2-4363, contractual claims, whether for money or other relief, must be submitted in writing to the public body from whom the relief is sought no later than 60 calendar days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims will not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within 30 calendar days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under the Code nor institute legal action prior to receipt of the decision of the relevant public body on the claim unless that public body fails to render its decision within 30 calendar days. The decision of the relevant public body will be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code § 2.2-4364 or the administrative procedure authorized by Code § 2.2-4365.

In the event of any breach by the Supreme Court of Virginia/Office of Executive Secretary, Supplier's remedies will be limited to claims for damages and interest allowable under the Code and, if available and warranted, equitable relief. All such claims to be processed pursuant to this Section. In no event will Supplier's remedies include the right to terminate any license or support services hereunder.

H. Assignment

This Contract is binding upon and will inure to the benefit of the permitted successors and assigns of the Supreme Court of Virginia/Office of Executive Secretary and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations under this Contract, to any entity without the prior written consent of the Supreme Court of Virginia/Office of Executive Secretary and any attempted assignment or subcontracting without consent will be void. the Supreme Court of Virginia/Office of Executive Secretary may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of the Supreme Court of Virginia/Office of Executive Secretary or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment will be 30 calendar days after the Supplier gives the Supreme Court of Virginia/Office of Executive Secretary prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification will not be covered by this assignment.

I. Severability

Invalidity of any term of this Contract, in whole or in part, will not affect the validity of any other term. The Supreme Court of Virginia/Office of Executive Secretary and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

J. Survival

Any provisions of this Contract regarding Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, Content Privacy and Security, Liability, Indemnification, Transition of Services, the right to purchase Maintenance Services, and the General Provisions will survive the expiration or termination of this Contract.

K. Force Majeure

No Party will be responsible for the delay or failure to meet its obligations under this Contract if the delay or failure arises from causes beyond the reasonable control and without the fault or negligence of the obligated Party. If any performance date under this Contract is postponed or extended pursuant to this Section for longer than 30 calendar days, the Supreme Court of Virginia/Office of Executive Secretary, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

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L. No Waiver

Any failure to enforce any terms of this Contract will not constitute a waiver.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, The Supreme Court of Virginia/Office of Executive Secretary also reserves any and all other remedies that may be available at law or in equity.

N. Right to Audit

The Supreme Court of Virginia/Office of Executive Secretary reserves the right to audit those Supplier records that relate to this Contract. The Supreme Court of Virginia/Office of Executive Secretary 's right to audit is limited as follows:

i. three (3) years from end date of the Contract;

ii. at the Supreme Court of Virginia/Office of Executive Secretary's expense;

iii. no more than once every twelve (12) months;

iv. performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

v. access to Supplier cost information is excluded.

In no event will Supplier have the right to audit, or require to have audited, the Supreme Court of Virginia/Office of Executive Secretary

O. Taxes

The Commonwealth is exempt from Federal excise and all State and Local taxes and any such taxes may not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained from Agency upon request. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

P. Currency

All prices, costs, or fees in this Contract and all exhibits, schedules, orders, will be in United States dollars.

Q. Non-Disparagement

Each Party agrees that it shall not engage in any conduct or pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitations, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good name of any other Party or the Party's affiliates, employees, agents, contractors, or subcontractors. This section will not be construed to prevent a Party from responding publicly to incorrect public statements or from making truthful statements when required by subpoena, court order, or otherwise required by law.

R. Advertising and Use of Proprietary Marks

No Party may use the name of the other Party or refer to the other Party, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of the other Party. In no event may any Party use a proprietary mark of the other Party without receiving the prior written consent of the other Party.

S. Notices

Any notice required or permitted to be given under this Contract must be in writing and will be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed:

i. To Agency and to Supplier, if Supplier is incorporated or formed pursuant to the laws of the Commonwealth, to the addresses shown on the signature page.

ii. To Supplier, if Supplier is incorporated or formed outside the Commonwealth, to the address shown on the signature page and to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title13.1 of the Code, the Supreme Court of Virginia/Office of Executive Secretary or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written, or signed, or both, contract administration actions may be processed by the assigned the Supreme Court of Virginia/Office of Executive Secretary and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

T.   Offers of Employment
During the first twelve (12) months of the Contract, should Supplier hire an employee of the Supreme Court of Virginia/Office of Executive Secretary who has substantially worked on any project covered by this Contract without prior written consent, the Supplier will be billed for 50% of the employee's annual salary in effect at the time of termination.

U.   Contract Administration
Supplier agrees that at all times during the Contract Term an account executive, at Supplier's senior management level, will be assigned and available to the Supreme Court of Virginia/Office of Executive Secretary, Supplier reserves the right to change such account executive upon reasonable advance written notice to the Supreme Court of Virginia/Office of Executive Secretary.

V.   Captions
The captions of sections and subsections of this Contract are for convenience and in no way define, limit, or enlarge the scope of this Contract or any of its sections.

W.   Authorization to Conduct Business in the Commonwealth
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so, required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Return completed attachment thirteen (13), SCC Form, with your proposal.

X.   Entire Contract
The following exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Attachment 1	Vendor Information
Attachment 2	Pricing
Attachment 3	Security Questionnaire (as redacted by the vendor)
Attachment 4	Proposer Exceptions
Attachment 5	Q&A Submission Template
Attachment 6	Functional Requirements

Attachment 7	Technical Requirements
Attachment 8	Information Technology Terms and Conditions
Attachment 9	Terms- Cloud Services – Third Party Own Application
Attachment 10	Terms- Cloud Services- Supplier is Application Owner
Attachment 11	Lobbying Form
Schedule A	Key Personnel
Schedule B-0	Governance and Project Management
Schedule B-1	Planning and Design
Schedule B-2	Config-Build-Test-Data
Schedule B-3	Deployment and Initial Support
Schedule B-4	OCM and Training Services
Schedule C	Exit Services
Schedule D	Application Managed Services
Exhibit 1	Scope and Capability Framework
Exhibit 2	Application Inventory and Interfaces
Exhibit 3	Critical Reports Inventory
Exhibit 4	ERP Key Functional Uses
Exhibit 5	Escrow Agreement (Supplier to Provide)

The proposed Contract, its exhibits, attachments, schedules and any prior non-disclosure agreement constitute the entire agreement between the Supreme Court of Virginia/Office of Executive Secretary and Supplier and supersede any and all previous representations, understandings, discussions or agreements between the Supreme Court of Virginia/Office of Executive Secretary and Supplier as to the subject matter of this Contract. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's proposal are deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual will not apply to the proposed Contract. This Contract may only be amended by an instrument in writing signed by the Supreme Order of Precedence

Y.   Order of Precedence

In the event of a conflict, the following order of precedence shall apply: this Contract document. In the event of a conflict or inconsistency between the negotiated terms of this Contract and any provision incorporated by reference into the Contract (e.g., a section of a License Agreement), the negotiated terms of this Contract will take precedence. For purposes of this section, a "conflict" exists with respect to a subject that has been comprehensively addressed in the

Contract when supplementary terms contained in a provision incorporated by reference would alter the rights and obligations of the Parties set forth in the Contract.

Z.   Counterparts and Electronic Signatures

This Contract may be executed in multiple counterparts, each of which, when assembled to include an original signature for each of Supplier and Agency, will constitute a complete and fully executed original. All fully executed original counterparts will collectively constitute a single agreement. Signatures transmitted by fax or electronic mail (in portable data format ("PDF")) are also permitted as binding signatures to this Contract.

AA.   Opportunity to Review

The Supreme Court of Virginia/Office of Executive Secretary and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

RFP 111:24 -0002
CLOUD SERVICES
ADDITIONAL TERMS AND CONDITIONS-THIRD PARTY OWNS APPLICATION
ATTACHMENT 9

TABLE OF CONTENTS

1. DEFINITIONS

Capitalized terms used in this Agreement will have the meaning (i) as set forth in the Contract if not otherwise defined in this Agreement; (ii) as set forth in this "Definitions" section below which lists the capitalized terms used in this Agreement and provides a definition for the term; or (iii) where each term is used in the Agreement.

A. Application
The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to Licensed Services hosted and supported by Software Publisher under the Agreement, as described in the applicable Contract, including any Updates, enhancements, and replacements to the Application.

B. Application Users
Application User(s) include employees of the Supreme Court of Virginia/Office of Executive Secretary independent contractors engaged by the Supreme Court of Virginia/Office of Executive Secretary or entities contracting with the Supreme Court of Virginia/Office of Executive Secretary for services. Application User(s) also include customers, Software Publishers, members of the general public, and other entities with whom the Supreme Court of Virginia/Office of Executive Secretary may find it necessary or desirable to process or communicate electronically in pursuit of its business.

C. Content
Any data, including the selection, arrangement and organization of such data, entered, uploaded to the Application, or otherwise provided to Software Publisher by the Supreme Court of Virginia/Office of Executive Secretary or by any Application User, and any software and related documentation, from whatever source, provided by the Supreme Court of Virginia/Office of Executive Secretary or Application User to Software Publisher in connection with this Agreement.

D. Customization
Inventions, modifications, combinations, methods, formulae, techniques, processes, improvements, designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created or developed by Software Publisher for the Supreme Court of Virginia/Office of Executive Secretary in the performance of this Contract.

E. Licensed Services
The operation of the Application and the necessary operating system software, hardware and utilities on Software Publisher's host computer system, furnishing Software Publisher Product to Application Users, storing Content and making the Application, Content, and Software Publisher Product available to Application User(s) via the Web Site, as more fully described in the Contract.

F. Project Onset
The period after the Licensed Services or "software-as-a-service" delivery model is deployed by Software Publisher but prior to the hosting of any Commonwealth of Virginia (COV) data or other Content by Software Publisher.

G. Software Publisher Product
Software Publisher's proprietary reports, information and data made available to the Supreme Court of Virginia/Office of Executive Secretary and its Application Users as part of the Licensed Services.

H. Update
Any update, modification, or new release of the Software, System Software, Application, Documentation, or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

I. VITA
The Virginia Information Technologies Agency, Agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§ 2.2-2005 et seq.) of the Code, or any successor agency.

J. Web Site
The Internet site operated by Software Publisher to provide access to the Application, with the Uniform Resource Locator (URL) specified in the Contract (or any successor URL(s)).

2. TERM AND TERMINATION

A. Scalability

The Supreme Court of Virginia/Office of Executive Secretary may make a written request to increase or decrease the scope (e.g., number of USERIDs) of Licensed Services ("revised usage") under a change order to the applicable purchase order or statement of work. The revised usage shall be effective not more than one (1) business hour following the request. Pricing for the revised usage of Licensed Services shall be calculated as provided in the applicable purchase order or statement of work and shall be prorated on a daily basis for remaining portion of the current monthly billing period. For purposes of this provision, a written notice may include an e-mail or the use of a Software Publisher-provided provisioning website by the Supreme Court of Virginia/Office of Executive Secretary designated administrator.

3. DESRIPTION OF LICENSED SERVICES

During the term of the Contract, Software Publisher hereby agrees to host the Application(s) listed and described and specified in the applicable purchase order or statement of work on servers owned, operated, housed, and maintained by Software Publisher and shall make such Application(s) available to designated Application Users through the Internet. Software Publisher has acquired any and all license rights in the Application(s) necessary and appropriate for Software Publisher to provide the Licensed Services as obligated by the Agreement.

Software Publisher hereby grants to the Supreme Court of Virginia/Office of Executive Secretary and its Application Users a non-exclusive, transferable, worldwide license to access and use by any method the Application during the term of the Agreement. The license fee for the rights shall be as set forth in the applicable purchase order or statement of work , and shall apply regardless of access mode.

The Supreme Court of Virginia/Office of Executive Secretary is an agency, as defined by §2.2-2006 or legislative, judicial, or independent agency of the Commonwealth, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, and as such, the license shall be held by the Commonwealth.

Notwithstanding any other provision or other unilateral license terms which may be issued by Software Publisher after the Effective Date of the Agreement, and irrespective of whether any such provisions have been proposed prior to or after the issuance of this Agreement for Licensed Services, including access to the Application(s), or the fact that such other agreement may be presented to) or its Application Users at the time of accessing the Application(s) ("click wrap"), the terms and conditions set forth in this Agreement and any amendments or modifications thereto shall supersede and govern licensing and use of all products and services hereunder.

4. SOFTWARE PUBLISHER RESPONSIBILITIES

A. Standard Application Responsibilities

Unless otherwise indicated in the Agreement or applicable purchase order or statement of work, Software Publisher shall acquire and maintain, at no charge to the Supreme Court of Virginia/Office of the Executive Secretary the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

i). Software Publisher shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated in the Agreement or applicable purchase order or statement of work.

ii). Software Publisher shall be responsible for all telecommunication connections from the server hosting the Application to the Internet.

iii). Software Publisher may collect user-specific data only as necessary to provide the Licensed Services authorized under the Agreement. No information regarding the Supreme Court of Virginia/Office of Executive Secretary or any Application User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Agreement.

iv). The Application will be made available to the Supreme Court of Virginia/Office of Executive Secretary and its designated Application Users twenty-four (24) hours a day, seven (7) days a week ("**Uptime**") less Excusable Downtime. For the purposes of this Agreement, "**Excusable Downtime**" is defined as that period of time when the Licensed Services are not available to the Supreme Court of Virginia/Office of Executive Secretary or its Application Users due to scheduled network, hardware, or service maintenance and/or upgrades. Except in cases of emergency, the Supreme Court of Virginia/Office of Executive Secretary shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Software Publisher will use its best efforts to notify the Supreme Court of Virginia/Office of Executive Secretary of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six (36) hours in duration in a single month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time.

v). Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Software Publisher's Application, (iii) an electric utility failure at Software Publisher's facility where the Application is hosted, or (iv) a network failure up to, but not including, the interconnection point of Software Publisher's network to the public switched telephone network.

vi). Software Publisher guarantees the Application will be available for use at least ninety-nine point seven percent (99.7%) of the total time during each month, excluding Excusable Downtime.

vii). If non-Excusable Downtime exceeds the parameters listed above, Software Publisher will credit to the Supreme Court of Virginia/Office of Executive Secretary the total recurring fees that would otherwise be owed by the Supreme Court of Virginia/Office of Executive Secretary under this Agreement during the month of such failure. Such credit will be issued in the month immediately following the failure.

viii). Software Publisher shall be required to notify the Supreme Court of Virginia/Office of Executive Secretary in writing at least sixty (60) days prior to of any planned change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Software Publisher subcontractor. The planned changes or Updates include any change(s) that would potentially impact the secure and efficient use of the Application, as understood and agreed to between Software Publisher and the Supreme Court of Virginia/Office of Executive Secretary at Agreement award. The purpose of this notice is to allow sufficient time for Software Publisher and the Supreme Court of Virginia/Office of Executive Secretary to discuss any technical/functional considerations and/or changes that would require action by the Commonwealth.

ix). Software Publisher is responsible for documenting and maintaining any customizations made for operational use of the Application and/or for interoperability use with other systems or applications used by the Supreme Court of Virginia/Office of Executive Secretary and paid for solely by the Supreme Court of Virginia/Office of Executive Secretary. The associated technical data, code, documentation and other necessary information about such customizations shall be provided by Software Publisher to the Supreme Court of Virginia/Office of Executive Secretary within ten (10) business days of the customizations' operational use. Suppler shall be required to routinely transfer knowledge regarding the Application and Licensed Services, including Updates and all material changes, to the Supreme Court of Virginia/Office of Executive Secretary in a reasonable manner to ensure proper and efficient use of Application and Licensed Services without degrading performance thereof.

x). Software Publisher agrees to work with the Supreme Court of Virginia/Office of Executive Secretary to ensure compliance with any approved security exceptions or other identified gaps or requirements provided to the Supreme Court of Virginia/Office of Executive Secretary in writing by VITA.

xi). Software Publisher shall not use any software, hardware or services which have been prohibited pursuant to § 2.2-5514 of the Code of Virginia.

xii). In addition, and at no additional cost to the Supreme Court of Virginia/Office of Executive Secretary, Software Publisher shall provide access to additional Updates, features, and functionalities of the Application as are provided by Software Publisher to other customers of Software Publisher who require functionality similar to that of the Application provided to the

Supreme Court of Virginia/Office of Executive Secretary. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Software Publisher website. Notwithstanding the provisions of this Section and except as agreed to in writing by the Supreme Court of Virginia/Office of Executive Secretary and Software Publisher, nothing in the Agreement shall oblige Software Publisher to undertake any modifications to the Application, and all such modifications are at Software Publisher's sole discretion whether suggested by an the Supreme Court of Virginia/Office of Executive Secretary or another party.

B. Ancillary Responsibilities

Software Publisher shall, throughout the term of this Agreement, make available such resources, including Software Publisher personnel, as are reasonably required to: (i) train designated the Supreme Court of Virginia/Office of Executive Secretary personnel in the use of the Application; (ii) develop modifications to the Application as agreed by the Supreme Court of Virginia/Office of Executive Secretary and Software Publisher in the Agreement or any exhibit hereto or as agreed to by Software Publisher and the Supreme Court of Virginia/Office of Executive Secretary; and (iii) otherwise support the Application as provided under this Agreement and any exhibits hereto or as agreed to between Software Publisher and the Supreme Court of Virginia/Office of Executive Secretary.

C. Subcontractors

It is understood that Software Publisher may utilize subcontractors to provide integral components of the Licensed Services and Application; however, except for those so named at time of Agreement award, Software Publisher shall not use new or replacement subcontractors to perform or provide integral components of the Licensed Services or Application during performance of this Agreement without advance written notification to and approval by the Supreme Court of Virginia/Office of Executive Secretary.

Software Publisher is responsible for the performance of its subcontractors used in providing any portion of the Licensed Services or Application. Additionally, Software Publisher is responsible for its subcontractors' compliance with the terms and conditions of this Agreement.

If any part of this Agreement is supported in whole or in part with federal funds, Software Publisher shall not subcontract any Services to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Software Publisher subcontract with any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

4. **SUPREME COURT OF VIRGINIA/OFFICE OF EXECUTIVE SECRETARYRESPONSIBILITIES**

Unless otherwise agreed and as applicable, the Supreme Court of Virginia/Office of Executive Secretary or its Agent, or an Application User, will be responsible for input of Content into Software Publisher's Application and the Supreme Court of Virginia/Office of Executive Secretary or its Agent will be responsible for keeping said Content current and accurate. Software Publisher will have no responsibility for assisting the Supreme Court of Virginia/Office of Executive Secretary in creating, modifying or inputting the Content, unless specified in this Agreement.

If Software Publisher issues unique USERIDs and passwords to an Application User:

i). the Supreme Court of Virginia/Office of Executive Secretary is responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords. The Supreme Court of Virginia/Office of Executive Secretary will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.

ii). The Supreme Court of Virginia/Office of Executive Secretary shall have the right to add, activate, change access for, or disable USERIDs at its sole discretion. The Supreme Court of Virginia/Office of Executive Secretary shall designate administrators who will be authorized to add, activate, change access for or disable USERIDs.

iii). Upon notification by the Supreme Court of Virginia/Office of Executive Secretary of an Application User's disabled access, Software Publisher shall remove access authorization by said Application User from its server within one (1) hour of receipt of such notification, ensuring that historical access audit details of such Application User shall not be deleted or lost. If Software Publisher fails to make

such a removal of access, the Supreme Court of Virginia/Office of Executive Secretary shall not be held liable for any charges or damages incurred due to use of the unauthorized USERID.

iv). The Supreme Court of Virginia/Office of Executive Secretary and Application Users of this Agreement agree to notify Software Publisher of any degradation, potential breach, or breach of the Content and Application privacy or security as soon as possible after discovery. The Supreme Court of Virginia/Office of Executive Secretary further agrees to provide Software Publisher the opportunity to participate in the investigation of the reported situation.

5. **CONTENT PRIVACY AND SECURITY**
Software Publisher shall provide a secure environment for Content and any hardware and software, including servers, network and data components provided by Software Publisher as part of its performance under this Agreement. Software Publisher shall provide a secure environment for Content and any hardware and software in accordance with Commonwealth's security standards located at: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/ in order to prevent unauthorized access to and use or modification of, and to protect, the Application and Content. Software Publisher agrees that all Content of the Supreme Court of Virginia/Office of Executive Secretary is intended solely for the business of the Supreme Court of Virginia/Office of Executive Secretary and is considered private data. Therefore, Software Publisher shall, at a minimum, implement the following procedures designed to protect the privacy and security of Content:

a) User identification and access controls designed to limit access to Content to Application Users in accordance with the principles of least privilege.

b) Software Publisher shall ensure that all personnel with physical or logical access to Content will receive industry standard annual security awareness training and all other training as required by Content owner, Commonwealth security standards, regulation, or law.

c) Software Publisher shall ensure that the Application and/or Licensed Services are capable of auditing the following events. Successful and unsuccessful account logon events, account management events, object access, policy change, privilege functions, process tracking, and system events.

d) Software Publisher shall ensure that the Application and/or Licensed Services are capable of auditing the following events, for Web applications. All administrator activity, authentication checks, authorization checks, data deletions, data access, data changes, and permission changes.

e) Software Publisher shall ensure that the Application and/or Licensed Services employs automated mechanisms to centrally review, analyze and correlate audit and log records from multiple components of the Application and/or Licensed Services to support organizational processes for investigation, alerting and response to suspicious activities.

f) Software Publisher shall ensure that the Application and/or Licensed Services support exporting of log files to the Commonwealth for review and analysis.

g) Software Publisher shall ensure that the Application and/or Licensed Services are capable of maintaining all audit records in accordance with Commonwealth record retention policies found at the following URL: http://www.lva.virginia.gov/agencies/records/.

h) Provide evidence of a comprehensive continuous monitoring program encompassing all systems with access to Content.

i) Provide evidence that the Application and/or Licensed Services adhere to a security baseline, which is based on least functionality.

j) Software Publisher shall ensure that all changes to proposed Application and/or Licensed Services are authorized according to change management policies.

k)   Software Publisher agrees to maintain all metadata associated with any original Content submitted into the Application and/or Licensed Services by the Supreme Court of Virginia/Office of Executive Secretary for easy retrieval and access, using secure industry standard protocols, within a predefined period as specified in the Agreement.

l)   Software Publisher agrees to provide a secure method of exporting Content when requested.

m)   Software Publisher shall ensure that the Content exported from the Software Publisher's Application or infrastructure is in an industry standard format that provides for interoperability and portability.

n)   Software Publisher shall ensure that the Application and/or Licensed Services provides and maintains a backup of Content that can be recovered in an orderly and timely manner within a predefined frequency consistent with recovery time and recovery point objectives, as specified in the Agreement.

o)   Software Publisher shall ensure that the Application and/or Licensed Services can store a backup of Content, at least daily, in an off-site "hardened" facility, located within the United States, maintaining the security of the Content.

p)   Implement a contingency plan designed to maintain the access to the Application and/or Licensed Services and to prevent the unintended destruction or loss of Content. This plan should provide a predefined frequency, consistent with recovery time and recovery point objectives, as specified in the Agreement, for disaster recovery and archival purposes of Content at a secure facility located within the United States.

q)   Software Publisher shall partition, in aggregate for this Agreement, all Content submitted into the Application and/or Licensed Services by the Supreme Court of Virginia/Office of Executive Secretary in such a manner that it will not be impacted or forfeited due to E-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain records, information or Content for reasons or activities that are not directly related to the business of the Supreme Court of Virginia/Office of Executive Secretary.

r)   Service must support multi-factor authentication for access to any administrative portal and/or any remote administrative interface.

s)   Software Publisher shall fully cooperate with Commonwealth incident response resources and all required law enforcement personnel for assistance in the handling and reporting of security incidents.

t)   Software Publisher shall maintain an incident response program that implements incident handling for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery processes.

u)   Incident response must have the capability to support automated mechanisms for supporting incident handling processes.

v)   Software Publisher shall provide quarterly summary reports of Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) events to: enterpriseservices@vita.virginia.gov

w)   Software Publisher ensures that all Content is removed or destroyed in accordance with and/or exceeding the requirements of the Commonwealth Data Removal standard located at the following URL: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/.

x)   Software Publisher shall support physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility located within the United States.

y)   Software Publisher shall ensure that access to facilities housing Content or supporting applications are restricted to only allow access to Software Publisher's personnel and agents who have a need to know in connection with operation and support of the Application and/or Licensed Services.

z)   Software Publisher shall ensure that notification is sent to the Supreme Court of Virginia/Office of Executive Secretary in writing thirty (30) days prior to its intention to replace or add any third-party that will be provided access to Content whether that access is provided by Software Publisher or Software Publisher's subcontractors. The Supreme Court of Virginia/Office of Executive Secretary may reject any additional or new third parties who may be provided access to Content.

aa) Software Publisher shall ensure that the Application and/or Licensed Services operating systems, middleware, applications, and interfaces will be scanned for vulnerabilities every 30 days and scanning reports be provided to the Supreme Court of Virginia/Office of Executive Secretary as required by Commonwealth security standards.

bb) Software Publisher shall cooperate with the Commonwealth to allow monthly vulnerability scans against all public-facing interfaces with access to Commonwealth data.

cc) Application and/or Licensed Services must have the capability to set affinity on tiered systems. Software Publisher ensures that no one hypervisor can host the application and the data storage.

dd) Software Publisher shall ensure that all Content is stored, processed and maintained within the United States at all times.

ee) Software Publisher shall report the exact geographic location of all Commonwealth data at all times if that Content is not stored in a Commonwealth facility. Software Publisher shall provide a report to confirm the exact geographic location of any Content not stored in a Commonwealth facility every 30 days.

ff)   Software Publisher shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.

gg) Software Publisher shall ensure performance of an AICPA SOC-2 (Type 2) audit at least once annually of the Application's environment. Upon request from the Supreme Court of Virginia/Office of Executive Secretary, Software Publisher shall provide a non-redacted copy of current AICPA SOC-2 (Type 2) audit. Software Publisher shall assist the Supreme Court of Virginia/Office of Executive Secretary in obtaining the current AICPA SOC-2 (Type 2) audit report from any third-party providing services to Software Publisher, if said third-party services involve the processing or storage of any Content. The Trust Service Principles that should be covered in the SOC -2 Type 2 are: Security, Availability, Processing Integrity, Privacy and Confidentiality.

hh) Software Publisher understands that the Supreme Court of Virginia/Office of Executive Secretary or a third-party audit organization is responsible for performing a security audit within 90 days after Agreement award to determine control gaps between the supplied audit and the Information Security Standard (SEC530). If no audit is supplied, a complete security controls audit utilizing SEC530 must be performed. Failure to do so may result in remedies being levied as provided in the terms and conditions of the Agreement.

ii)   Software Publisher shall ensure that external connections incorporated into the Application and/or Licensed Services have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Software Publisher.

jj)   Software Publisher shall ensure that the Application and/or Licensed Services will utilize industry standard firewalls regulating all data entering the internal data network from any external source

which will enforce secure connections between internal and external systems and will permit only authorized data to pass through.

kk) Software Publisher shall ensure that the Application and/or Licensed Services will use industry standard encryption techniques to protect Content that is transmitted or stored on behalf of the Commonwealth. Software Publisher shall ensure that the Application will provide for the Commonwealth to maintain exclusive control of all encryption keying material.

ll)   Software Publisher shall ensure that they will apply all security updates to their systems as required by Commonwealth security standards. For third-party hosted systems, updates should be installed in compliance with SEC530. Please refer to the following link for the above mentioned Commonwealth security standard: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/.

mm)   Software Publisher shall ensure that they will utilize industry standard malware protection, incorporating both signature and non-signature-based detection mechanisms, on all systems with access to Content.

nn) Software Publisher shall ensure that malware protection will be centrally managed and receive regular automatic updates to malicious code protection mechanisms and data files from the software vendor.

oo) Within fifteen (15) business days after the expiration or termination of this Agreement, Software Publisher shall confirm in writing to the Supreme Court of Virginia/Office of Executive Secretary that all Content has been removed from all systems where the Content resided during performance of this Agreement in a manner that complies with and/or exceeds the Commonwealth Data Removal standard located at the following URL: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/. The written confirmation shall include (i) sufficient detail describing the processes and procedures used in removing the Content, (ii) information about the locations of where it was removed from within the Application and storage and other locations, and (ii) the date the removals were performed. All metadata, in its original form, shall be returned to the Supreme Court of Virginia/Office of Executive Secretary.

pp) Regular training for Software Publisher personnel regarding the security and data recovery programs referenced in this Section.

qq) Regular testing of the systems and procedures outlined in this Section; and

rr)   Software Publisher agrees to provide written notice within 24 hours to the Supreme Court of Virginia/Office of Executive Secretary of all incidents that threaten or could potentially threaten the security of the Commonwealth's Content and/or the Supreme Court of Virginia/Office of Executive Secretary's use of the Licensed Services. This notice is required to allow the Commonwealth to commence any necessary internal actions to remediate such incident, which may include a temporary suspension of use of the Licensed Service by the Supreme Court of Virginia/Office of Executive Secretary as directed by the CIO. If a suspension of use becomes necessary, the Software Publisher further agrees not to impose any penalty on the Supreme Court of Virginia/Office of Executive Secretary or the Commonwealth.

ss) Audit controls that record and monitor Application and Licensed Services activity continuously.

tt)   Should Software Publisher fail to perform in compliance with any provision of this Section, the Supreme Court of Virginia/Office of Executive Secretary may provide Software Publisher with a written notice to cure. Software Publisher shall have fifteen (15) days to cure its noncompliance, or with agreement from the Supreme Court of Virginia/Office of Executive Secretary and VITA, in its governance role, may request a reasonable extension for time to cure providing the Supreme Court of Virginia/Office of Executive Secretary, and a copy to VITA at: enterpriseservices@vita.virginia.gov, with a written plan of action to cure. If Supplier fails to cure, the Supreme Court of Virginia/Office of Executive Secretary may deem Software Publisher in breach

and/or default of the Agreement and may immediately terminate the Agreement, in whole or in part. Upon such termination, neither the Commonwealth, nor the Supreme Court of Virginia/Office of Executive Secretary, nor VITA shall have any future liability except the Supreme Court of Virginia/Office of Executive Secretary will be responsible for deliverables accepted by the Supreme Court of Virginia/Office of Executive Secretary and Licensed Services rendered to the Supreme Court of Virginia/Office of Executive Secretary by Software Publisher. In the event of such termination, Software Publisher shall accept return of any deliverable that was not accepted by the Supreme Court of Virginia/Office of Executive Secretary, and Software Publisher shall refund any monies paid by the Supreme Court of Virginia/Office of Executive Secretary for such deliverable and for any unused, remaining term paid for in advance by the Supreme Court of Virginia/Office of Executive Secretary for the Licensed Services up to the date of such termination. Software Publisher agrees that the Supreme Court of Virginia/Office of Executive Secretary may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including reprocurement or transition costs or injunctive or other equitable relief.

6. **PROPRIETARY RIGHTS**

   A. **Software Publisher's Proprietary Rights**
   Except as otherwise stated herein, the Licensed Services (including without limitation, the Application and Updates, and Software Publisher Product, except to the extent that Software Publisher Product contains Content) and Documentation are the sole and exclusive property of Software Publisher and its licensors. All modifications, enhancements, Updates, and translations of the Licensed Services shall be deemed a part thereof.

   B. **Supreme Court of Virginia/Office of Executive Secretary Requirements and License Restrictions**
   Except as otherwise provided in this Agreement or as provided by law:

   i). The Supreme Court of Virginia/Office of Executive Secretary will use commercially reasonable efforts to ensure that Application Users comply with all of the terms and conditions hereof.

   ii). The Supreme Court of Virginia/Office of Executive Secretary shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application;

   iii).The Supreme Court of Virginia/Office of Executive Secretary shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Software Publisher; provided, however, the Supreme Court of Virginia/Office of Executive Secretary may reproduce and distribute any Application output generated from the Supreme Court of Virginia/Office of Executive Secretary's Content, and an Application User may reproduce and distribute any Application output generated pursuant to the permissions set forth in the Agreement;

   iv). The Supreme Court of Virginia/Office of Executive Secretary shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Application or Software Publisher Product or any component thereof, provided as part of the Licensed Services, except as otherwise authorized by Software Publisher. However, the Supreme Court of Virginia/Office of Executive Secretary may reproduce and distribute any Application output (e.g., reports) generated by the Supreme Court of Virginia/Office of Executive Secretary using the Application, and an Application User may reproduce and distribute any reports or output generated by the Application User using the Application and pursuant to the permissions in the Agreement;

   v). The Supreme Court of Virginia/Office of Executive Secretary shall only use the Application and Software Publisher Product in the normal course of business, in connection with, and as part of, the Licensed Services;

   vi). the Supreme Court of Virginia/Office of Executive Secretary shall not attempt to gain unauthorized access to the Application or Licensed Services, other user accounts, computer systems or networks connected to the Licensed Services;

vii). The Supreme Court of Virginia/Office of Executive Secretary shall not remove, obscure or alter Software Publisher's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Application or Licensed Services or any written or electronic report, output or result generated in connection with the Licensed Services;

viii). The Supreme Court of Virginia/Office of Executive Secretary shall take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses;

ix). The Supreme Court of Virginia/Office of Executive Secretary shall not use the Application or Licensed Services for any illegal, obscene, offensive or immoral purpose.

C. **The Supreme Court of Virginia/Office of Executive Secretary Proprietary Rights**
Except as otherwise stated herein and with the exception of any applicable third-party rights, Content and any customizations made for the Supreme Court of Virginia/Office of Executive Secretary's operation of the Application or for interoperability with other the Supreme Court of Virginia/Office of Executive Secretary's systems or applications paid for by the Supreme Court of Virginia/Office of Executive Secretary, are and shall remain the sole and exclusive property of the Supreme Court of Virginia/Office of Executive Secretary, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any Content or customizations relating to the Supreme Court of Virginia/Office of Executive Secretary's business shall remain the property of the Supreme Court of Virginia/Office of Executive Secretary, whether or not supplied to Software Publisher or uploaded into the Application. Nothing in this Agreement shall be construed as conveying any rights or interest in Content or customizations to Software Publisher. Upon termination of the Agreement, Software Publisher agrees to either provide the Content and customizations to the Supreme Court of Virginia/Office of Executive Secretary, or, at the Supreme Court of Virginia/Office of Executive Secretary's request, certify in writing that said Content and customizations in all formats, have been destroyed.

7. **CLOUD EXIT ASSISTANCE**
Upon execution of this Agreement, Software Publisher and the Supreme Court of Virginia/Office of Executive Secretary will develop an exit plan ("**Exit Plan**") detailing each party's respective tasks for the orderly transition and migration of all Content stored by Software Publisher pursuant to the Agreement to the Supreme Court of Virginia/Office of Executive Secretary's archive and/or to a system or application maintained by the Supreme Court of Virginia/Office of Executive Secretary.

At a minimum, the Exit Plan must provide that within 30 days of the expiration or termination of this Agreement for any reason, Software Publisher shall return all Content in its possession provided to Software Publisher by the Supreme Court of Virginia/Office of Executive Secretary and/or its Application Users and stored by the Application on behalf of the Supreme Court of Virginia/Office of Executive Secretary to the Supreme Court of Virginia/Office of Executive Secretary in a format accessible without the use of Software Publisher's Application. Software Publisher's failure to do so will constitute a material breach of this Agreement and the Supreme Court of Virginia/Office of Executive Secretary may exercise all available rights and remedies under law and equity, in addition to any remedies set forth in this Agreement.

In addition, at the Supreme Court of Virginia/Office of Executive Secretary's option, Software Publisher shall continue to provide Licensed Services for up to six (6) months after the date of expiration or termination of the Agreement in order to facilitate the Supreme Court of Virginia/Office of Executive Secretary's transition to another service model or provider. Software Publisher shall also provide such reasonable assistance as may be requested by the Supreme Court of Virginia/Office of Executive Secretary and agrees such assistance will not be unreasonably withheld. Software Publisher shall perform such assistance at the hourly rate, or a charge agreed upon by Software Publisher and the Supreme Court of Virginia/Office of Executive Secretary. In the event of a termination for breach by Software Publisher, Software Publisher shall provide the transition assistance at no charge or fee to the Supreme Court of Virginia/Office of Executive Secretary.

8. **COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES**

   A. **Licensed Services Commencement Date**
   The Software Publisher shall begin delivery of Licensed Services on the date requested by the Supreme Court of Virginia/Office of Executive Secretary and agreed to by the Software Publisher in the applicable purchase order or statement of work. The Supreme Court of Virginia/Office of Executive Secretary may delay the Licensed Services commencement date by notifying the Software Publisher at least ten (10) days before the scheduled Licensed Services commencement date.

   B. **Acceptance**
   The Application shall be deemed accepted when the Supreme Court of Virginia/Office of Executive Secretary reasonably determines that and its Application Users can successfully access and use all functionalities of the Application which Software Publisher is required to provide to such Users. The Supreme Court of Virginia/Office of Executive Secretary agrees to complete Acceptance testing as negotiated by the Supreme Court of Virginia/Office of the Executive Secretary and Supplier after receiving written notice from Software Publisher the Supreme Court of Virginia/Office of Executive Secretary of the ability of the Supreme Court of Virginia/Office of Executive Secretary and its Application Users to access the Application, or within such other period as set forth in the applicable purchase order or statement of work. Software Publisher agrees to provide to the Supreme Court of Virginia/Office of Executive Secretary such assistance and advice as the Supreme Court of Virginia/Office of Executive Secretary may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by the Supreme Court of Virginia/Office of Executive Secretary at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: http://www.doa.virginia.gov/ or a successor URL(s). The Supreme Court of Virginia/Office of Executive Secretary shall provide to Software Publisher written notice of Acceptance upon completion of successful Acceptance testing. Should the Supreme Court of Virginia/Office of Executive Secretary fail to provide Software Publisher written notice of successful or unsuccessful Acceptance testing within five (5) business days following the Acceptance testing period, the Service shall be deemed Accepted.

   C. **Cure Period**
   If during the Acceptance test period, the Supreme Court of Virginia/Office of Executive Secretary is unable to access the licensed functionalities of the Application, Software Publisher shall provide the Supreme Court of Virginia/Office of Executive Secretary with such access, and the Supreme Court of Virginia/Office of Executive Secretary Application Users with their required access, within seven (7) days of written notice of inability to access, or as otherwise agreed between the Supreme Court of Virginia/Office of Executive Secretary and Software Publisher in the Agreement. Should Software Publisher fail to provide access to the licensed functionalities of the Application, the Supreme Court of Virginia/Office of Executive Secretary may, in its sole discretion: (i) reject the Application in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Application access with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming.

   If the Supreme Court of Virginia/Office of Executive Secretary and its Application Users are unable to access the licensed functionalities of the Application after a second set of acceptance tests, Software Publisher shall be deemed in default of the Agreement. In the event of such default, the Supreme Court of Virginia/Office of Executive Secretary may, at its sole discretion, terminate the Agreement, in whole or in part, for the Licensed Services to be provided thereunder by Software Publisher.

9. **RECORDS AND AUDIT**
   Software Publisher shall maintain accurate records and other evidence pertaining to the costs and expenses for all Licensed Services performed/delivered under this Agreement in support of its charges invoiced to the Supreme Court of Virginia/Office of Executive Secretary. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with the Agreement. In addition, Software Publisher shall maintain accurate records of the Licensed Services, including but not limited to, the "Uptime" and "Downtime" as set forth in the Software Publisher Responsibilities Section. The Supreme Court of Virginia/Office of Executive Secretary shall have the

right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to the Agreement. Software Publisher shall preserve such records for three (3) years after termination/completion of the Licensed Services agreed to under this Agreement.

10. **APPLICATION AND LICENSED SERVICES SUPPORT**

At any time during the term of this Agreement, Software Publisher shall provide the following Application Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to the Supreme Court of Virginia/Office of Executive Secretary in order to ensure the Supreme Court of Virginia/Office of Executive Secretary and its Application Users are able to access and use the Application in accordance with the requirements of the Agreement.

A. **Coverage**

Twenty-four (24) hours per day, seven (7) days a week, Software Publisher provide to the Supreme Court of Virginia/Office of Executive Secretary all reasonably necessary telephone or written consultation requested by the Supreme Court of Virginia/Office of Executive Secretary in connection with use, problems and operation of the Application.

B. **Service Levels**

Please refer to Attachment 15 Service Level Requirements.

C. **Application Evolution**

Should Software Publisher merge or splinter the Application previously provided to the Supreme Court of Virginia/Office of Executive Secretary, such action on the part of Software Publisher shall not in any way result in the Supreme Court of Virginia/Office of Executive Secretary being charged additional license or support fees in order to access the Application, to enable its Application Users to access the Application, or to receive enhancements, releases, upgrades or support for the Application.

11. **SERVICE LEVELS AND REMEDIES**

A. **Availability**

Software Publisher's failure to make the Licensed Services Available to the Supreme Court of Virginia/Office of Executive Secretary and its Application Users at least 99.7% of the time in any given month during the term of the Agreement, excluding scheduled maintenance or excusable downtime, shall be deemed a service level default ("**Service Level Default**") and the Supreme Court of Virginia/Office of Executive Secretary may obtain the non-exclusive remedies set forth in **Attachment 15,** Service Level Agreement. For purposes of this Agreement, "Available" means that the Supreme Court of Virginia/Office of Executive Secretary and its Application Users are able to access all features and functions of the Application and Licensed Services required by the Supreme Court of Virginia/Office of Executive Secretary, including but not limited to the Application and Software Publisher Product.

In the event the Supreme Court of Virginia/Office of Executive Secretary is eligible for a 100% Service Level Credit under this Section during any given month of the term the Agreement, the Supreme Court of Virginia/Office of Executive Secretary may terminate the Agreement without penalty upon written notice to Software Publisher and, in addition to the remedies available under this Section, receive any additional remedies set forth in the Agreement.

Credits shall be applied against the next invoice. In the event a Service Level Default occurs after the Supreme Court of Virginia/Office of Executive Secretary has given notice of termination pursuant to the Term and Termination section of this Agreement or due to non-appropriation of funds, or the Supreme Court of Virginia/Office of Executive Secretary has made final payment to Software Publisher for the Application and Licensed Services and no further invoices shall issue as a result, Software Publisher shall refund to the Supreme Court of Virginia/Office of Executive Secretary the amount of the appropriate Service Level Credit due for the period of default.

B. **Provisioning**

Incremental adds, access authorizations, moves or reductions, including disabled access updates, in the scope of the Licensed Service (e.g., USERIDs), shall be completed within one (1) business hour of a written request (including e-mail or submission to Software Publisher's provisioning website) from the Supreme Court of Virginia/Office of Executive Secretary's

designated administrator. In the event that provisioning is not made available within one (1) business hour of the request, a credit for the incremental amount of the revision shall be applied against the next invoice for 1/30th of the corresponding pro-rated amount.

C. Reporting Requirements

(i) Monthly Reports:

By the 5th of each calendar month during the term of this Agreement, Software Publisher shall provide the Supreme Court of Virginia/Office of Executive Secretary with the following written monthly reports:

(a) Service Level Performance Report - a report that contains information with respect to the performance of the Application and Licensed Services. Such report, unless otherwise agreed upon by the parties, shall be in conformity with the reporting Software Publisher provides to its other customers utilizing an application and licensed services identical or similar to the Application and Licensed Services provided to the Supreme Court of Virginia/Office of Executive Secretary.

(b) System/Application Patching Compliance Report – a report that illustrates that the Software Publisher has installed security relevant software and firmware updates within 30 days of the release of the updates. .

(c) Scanning Reports (OS, Middleware, Applications and Interfaces) Report – a report that illustrates vulnerability scanning of Cloud Service Providers Operating Systems/infrastructure, databases and web applications(d) Geographic Locations of Data Being Hosted Report – a report that illustrates the location of Commonwealth data

(ii) Quarterly Reports:

By the 5th day of the first month of a calendar quarter, during the term of this Agreement, Software Publisher shall provide the Virginia Information Technologies Agency (VITA) with the following written quarterly report:

(a) Summary Report of Intrusion Detection Scans and Intrusion Prevention Scans – a report that demonstrates that Software Publisher protects Commonwealth data with intrusion monitoring tools from unauthorized access, modification and deletion.

Software Publisher shall submit a copy of each report to VITA at: enterpriseservices@vita.virginia.gov.

Representatives of Software Publisher and the Supreme Court of Virginia/Office of Executive Secretary, and VITA at its option, shall meet as often as may be reasonably requested by either party, but no less often than once each calendar quarter during the term of this Agreement, to review Software Publisher's performance of Licensed Services and the performance of the Application and to discuss technical plans, financial matters, system performance, service levels and any other matters related to the above required reports and to this Agreement in general that may be reasonably requested by either Software Publisher or the Supreme Court of Virginia/Office of Executive Secretary or VITA. Software Publisher shall notify VITA of such meetings by email to: enterpriseservices@vita.virginia.gov. The Supreme Court of Virginia/Office of Executive Secretary or VITA may independently audit the report at its expense no more than two (2) times annually.

Failure to submit the required reports will place Supplier in breach of Contract and the Contract may be immediately terminated by the Supreme Court of Virginia/Office of Executive Secretary or VITA, in its governance role, and the Supplier/Application will be removed from the Approved Application List.

D. Failure to Meet Service Level Commitments

In the event that such Application fails to meet the Service Levels specified herein, Software Publisher will: (i) promptly replace the Application with an Application that conforms to this Agreement and such specifications; (ii) repair the Application, at Software Publisher's expense, so that it conforms to this Agreement and such specifications; or (iii) refund to the Supreme Court of Virginia/Office of Executive Secretary all fees paid for the Application and the Licensed Services after the failure of the Application to meet the Service Levels. In the event Software

Publisher fails to comply with these remedies, the Supreme Court of Virginia/Office of Executive Secretary may exercise all available rights and remedies under law and equity.

E. Escalation Procedures

[To be provided by Software Publisher.]

12.

13. ESCROW AGREEMENT

A. Application Escrow Agreement

If Software Publisher is providing a General Use or COTS Application and no custom-built source code is authorized under this Agreement. Therefore, Application Escrow is not required." If the Software Publisher will provide custom built source code for the Application, the following provisions may apply:

(i) Submit a copy of the Software Publisher's Application Escrow Agreement as part of Software Publisher's proposal.

(ii) Software Publisher must provide an executed copy of the Application Escrow Agreement prior to execution of the Agreement or purchase order, if applicable

Software Publisher shall maintain copies of all Application source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with Escrow Agent the executed agreement attached hereto as detailed in the Contract.

the Supreme Court of Virginia/Office of Executive Secretary acknowledges that, prior to the Effective Date of this Agreement, Software Publisher delivered to the Supreme Court of Virginia/Office of Executive Secretary and the Supreme Court of Virginia/Office of Executive Secretary received a copy of the executed Application Escrow Agreement naming the Commonwealth of Virginia as a third-party beneficiary. The Supreme Court of Virginia/Office of Executive Secretary has reviewed Application Escrow Agreement to ensure that such Application Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Application Escrow Agreement. If events give rise to a need for the Escrow Agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the Escrow Agent. Software Publisher agrees to notify the Supreme Court of Virginia/Office of Executive Secretary in writing not less than thirty (30) calendar days prior to termination or any modification of the Application Escrow Agreement.

Software Publisher warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth pursuant to the Application Escrow Agreement and include the most current version used by the Supreme Court of Virginia/Office of Executive Secretary of:

i). the source code for the Application software and all future releases,

ii). identification of the development/support technology stack, including but not limited to, every software tool, driver, script, app, etc. with versions and details needed to develop, test, support all phases of the SDLC for all tiers of the Application Software as used in the Supreme Court of Virginia/Office of Executive Secretary's solution or operating environment,

iii). all Documentation related thereto as well as all necessary and available information, proprietary information in English,

iv). technical Documentation must be in English and shall enable the Supreme Court of Virginia/Office of Executive Secretary or an Agent of the Supreme Court of Virginia/Office of Executive Secretary to create, maintain and/or enhance the Application Software without the aid of Software Publisher or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Software Publisher tools required to enable the Supreme Court of Virginia/Office of Executive Secretary to continue to use the Application Software, and

v). all Documentation must be provided in unprotected MS Word and other commonly used formats that can be updated.

Software Publisher warrants that all items, including future versions, deposited in escrow for the Supreme Court of Virginia/Office of Executive Secretary shall be verified by the Escrow Agent within 30 days after deposit to validate the completeness, accuracy and functionality of the Software Publisher's escrow deposits. The verification process to be performed by the Escrow Agent for the original deposit and subsequent deposits shall be detailed in the Application Escrow Agreement and a detailed report of all tests of such verification shall be submitted in writing to the Supreme Court of Virginia/Office of Executive Secretary within 10 business days of completion. To perform such verification, Escrow Agent shall conduct a verification process that includes but is not be limited to:

i). File List Test - To ensure the deposited items are catalogued and confirm they are readable and virus free, and if encrypted, that the Escrow Agent has the decryption keys on deposit.

ii). Inventory and Analysis Test – To provide a complete audit and inventory of the deposit including analysis of deposited media to verify the presence of build instructions, to identify all of materials necessary to recreate the original development environment and to confirm the presence of all build instructions, file classification tables, database schema and listings.

iii). Compile Test – To validate whether the development environment can be recreated from the deposited documentation and files; to identify third-party libraries, to recreate the Software Publisher's development environment; to compile source files and modules, to recreate executable code and to prepare a complete list of any hardware or software configurations.

iv). Binary Comparison Test – To test the functionality of the complied deposit materials by comparing the files built in compile testing to the licensed, executable file running at the Supreme Court of Virginia/Office of Executive Secretary's site.

v). Full Usability Test – To confirm the source code placed in escrow will be fully functional in the event of a release and to perform a relevant series of tests to ensure that replicated software runs properly in the required the Supreme Court of Virginia/Office of Executive Secretary environment.

vi). Final Operability Test – To perform a final demonstration of the functioning software.

vii). Fault Remedy – To collaborate with Software Publisher on fixing any faults discovered during the testing, to obtain corrected escrow items and to re-perform any verification tests as necessary until all tests are successful, with written detailed reports to the Supreme Court of Virginia/Office of Executive Secretary.

Software Publisher warrants that the Application Escrow Agreement provide or shall provide for, among other items, the release of the list of items in each Application Escrow Agreement which could occur upon the happening of certain events, including, but not limited to, Software Publisher's failure to carry out its support and maintenance obligations imposed by this Agreement for a period of sixty (60) days, Software Publisher's breach or default under this Agreement, Software Publisher's bankruptcy and/or Software Publisher's failure to continue to do business in the ordinary course. Software Publisher agrees to pay all expenses associated with establishing and maintaining the escrow accounts and the contents mentioned above.

Subject to the information and materials listed on the Application Escrow Agreement being released to the Commonwealth pursuant to the terms of the Application Escrow Agreement, which is an agreement supplementary hereto, Software Publisher hereby grants to the Commonwealth a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Application licensed hereunder, along with all related documentation. .

Subject to the information and materials listed in such Application Escrow Agreement being released to the Supreme Court of Virginia/Office of Executive Secretary, Software Publisher hereby grants to the Supreme Court of Virginia/Office of Executive Secretary a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Application licensed to the Supreme Court of Virginia/Office of Executive Secretary, along with all related documentation.

B. Content Escrow Agreement

(i)A copy of the Software Publisher's Content Escrow Agreement is to be provided as a part of Software Publisher's proposal.; (ii) Software Publisher must also be required to provide an executed copy of the escrow agreement prior to execution of the Contract; (iii) VITA ECOS and Security require content escrow, and any redline to remove this requirement must be discussed with them.

Software Publisher shall maintain, in a separate escrow account for the Supreme Court of Virginia/Office of Executive Secretary, copies of all Content provided by or to the Supreme Court of Virginia/Office of Executive Secretary in an agreed upon industry standard portable format accessible without use of Software Publisher's Application. An executed agreement for providing for any such Content Escrow Agreement is attached to this Contract.

The Supreme Court of Virginia/Office of Executive Secretary acknowledges that, prior to the Effective Date of this Agreement, Software Publisher delivered to the Supreme Court of Virginia/Office of Executive Secretary and the Supreme Court of Virginia/Office of Executive Secretary received a copy of the executed Content Escrow Agreement naming the Commonwealth of Virginia as a third-party beneficiary. The Supreme Court of Virginia/Office of Executive Secretary has reviewed the Content Escrow Agreement to ensure that such Content Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Content Escrow Agreement. If events give rise to a need for the Escrow Agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the Escrow Agent. Software Publisher agrees to notify the Supreme Court of Virginia/Office of Executive Secretary in writing not less than thirty (30) calendar days prior to termination or any modification of the Content Escrow Agreement.

Software Publisher warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Supreme Court of Virginia/Office of Executive Secretary pursuant to a Content Escrow Agreement shall be specifically identified and listed in in such Content Escrow Agreement and include a monthly back up of the Content repository for the Supreme Court of Virginia/Office of Executive Secretary.

Software Publisher warrants that the Content Escrow Agreements provide or shall provide for, among other items, the release of the list of items detailed in each Content Escrow. Agreement which could occur upon the happening of certain events, including, but not limited to, Software Publisher's failure to carry out its support and maintenance obligations imposed by this Agreement for a period of sixty (60) days, Software Publisher's breach or default under this Agreement, Software Publisher's bankruptcy and/or Software Publisher's failure to continue to do business in the ordinary course. Any Content Escrow Agreement shall also provide for the release of the escrowed items in the event the Supreme Court of Virginia/Office of Executive Secretary's Content is destroyed, lost, or damaged or following the termination or expiration of the Supreme Court of Virginia/Office of Executive Secretary's Agreement or purchase order for Licensed Services. Software Publisher agrees to pay all expenses associated with establishing and maintaining the escrow accounts and the contents mentioned above.

14. CLOUD SERVICES WARRANTY

Software Publisher warrants and represents to the Supreme Court of Virginia/Office of Executive Secretary that Software Publisher will fulfill its contractual obligations and meet all needed requirements as specified in the Agreement, or as more fully described in the applicable purchase order or statement of work, as follows:

A. Licensed Services, Application and Documentation

Software Publisher warrants the following with respect to the Licensed Services and the Application:

i). The Application is pursuant to this Request for Proposal ("**RFP**"), and therefore such Application shall be fit for the particular purposes specified by the Supreme Court of Virginia/Office of Executive Secretary in the RFP and in the Agreement. Software Publisher is possessed of superior knowledge with respect to the Application and is aware that the Supreme Court of Virginia/Office of Executive Secretary is relying on Software Publisher's skill and judgment in providing the Licensed Services, including the Application.

ii). Software Publisher represents and warrants (i) that it shall perform the Licensed Services in conformity to the specifications set forth in the requirements of this Agreement, or as more fully described in the applicable purchase order or statement of work, in a professional and workmanlike manner and (ii) that the Licensed Services shall not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.

iii). Software Publisher warrants that the Application and Licensed Services will conform in all material respects to the requirements set forth in this Agreement, or as more fully described in the applicable purchase order or statement of work. Software Publisher warrants that the Application and Licensed Services will conform to the applicable specifications and documentation, not including any post-Acceptance modifications or alterations to the documentation which represent a material diminishment of the functionality of the Application, Licensed Services or Software Publisher Product. Software Publisher also warrants that such Application and Licensed Services are compatible with and will operate successfully when used on the equipment in accordance with the documentation and all of the terms and conditions hereof.

iv). The Application provided hereunder is at the current release level unless the Supreme Court of Virginia/Office of Executive Secretary has specified an older version in the applicable purchase order or statement of work;

v). No corrections, work arounds or future Application releases provided by Software Publisher shall degrade the Application, cause any other warranty to be breached, or require the Supreme Court of Virginia/Office of Executive Secretary to acquire additional hardware equipment, software, or licensed services;

vi). Software Publisher warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application, Licensed Services and documentation by Software Publisher will be compatible with and will not materially diminish the features or functionality of the Application, Licensed Services and/or Software Publisher Product when used on the equipment in accordance with the documentation and all of the terms and conditions hereof.

vii). Software Publisher warrants that the Documentation and all modifications or amendments thereto which Software Publisher is required to provide under this Agreement shall be sufficient in detail and content to allow a user to understand and utilize fully the Application without reference to any other materials or information.

B. Privacy and Security
Software Publisher warrants that Software Publisher and its employees, subcontractors, partners and third-party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Software Publisher Product, and any related deliverables do not include any degradation or known security vulnerabilities. Software Publisher agrees to notify the Supreme Court of Virginia/Office of Executive Secretary of any occurrence of such as soon as possible after discovery and provide the Supreme Court of Virginia/Office of Executive Secretary with fixes or upgrades for security vulnerabilities within 90 days of discovery.

C. Operating System and Software Supportability
Software Publisher warrants that Software Publisher and its employees, subcontractors, partners and third-party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Software Publisher Product, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Software Publisher, or its Subcontractors, partners and third-party providers.

D. Access to Product and Passwords
Software Publisher warrants that the Application and Licensed Services do not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application, Licensed Services or the hardware or software of the Supreme Court of Virginia/Office of Executive Secretary or its Application Users. In addition, Software Publisher warrants that the Supreme Court of Virginia/Office of Executive Secretary and its Application Users will be provided commercially reasonable uninterrupted access to the Application. Software Publisher also warrants that it will not cancel or otherwise terminate access to the Application by disabling passwords, keys or

tokens that enable continuous use of the Application by the Supreme Court of Virginia/Office of Executive Secretary and its Application Users during the term of this Agreement. Software Publisher further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

15. ACCEPTABLE USE POLICY (IF APPLICABLE) (NEED TO REVIEW)

The Supreme Court of Virginia/Office of Executive Secretary agrees to abide by Software Publisher's Acceptable Use Policy ("**AUP**"), as amended by the parties hereby and incorporated the Contact of the Agreement. Because certain standard clauses that may appear in, or be incorporated by reference into, Software Publisher's standard AUP cannot be accepted by the Supreme Court of Virginia/Office of Executive Secretary, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate Agreement document, the parties hereto specifically agree that:

i. In the event of a conflict between this Agreement and the AUP, the Agreement shall control;

ii. In the event of a material, unilateral revision to the AUP by Software Publisher that substantially impairs the ability of the Supreme Court of Virginia/Office of Executive Secretary from its lawful use of the Service, the Supreme Court of Virginia/Office of Executive Secretary shall have the option to;

a. request that the revision be rescinded;

b. request that the revision be waived as to the Supreme Court of Virginia/Office of Executive Secretary receiving Services under this Agreement;

If Software Publisher fails to a grant a request by the Supreme Court of Virginia/Office of Executive Secretary per a. or b. above, within 30 days of receiving the request, then the Supreme Court of Virginia/Office of Executive Secretary may, at its option, terminate this Agreement, in whole or in part, without termination liability;

16. OPPORTUNITY TO REVIEW

The Supreme Court of Virginia/Office of Executive Secretary and Software Publisher each acknowledge that it has had the opportunity to review this Agreement and to obtain appropriate legal review if it so chose.

EXHIBIT - CLOUD SERVICES
ADDITIONAL CONTRACT TERMS AND CONDITIONS-SUPPLIER IS APPLICATION OWNER
ATTACHMENT 10

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RFP 111:24-0002

CLOUD SERVICES

ADDITIONAL CONTRACT TERMS AND CONDITIONS-SUPPLIER IS APPLICATION OWNER

1. **DEFINITIONS**

    A. **Application (Review)**
    The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to Licensed Services hosted and supported by Supplier under the Contract, including any Updates, enhancements, and replacements to the Application.

    B. **Application Users**
    Application User(s) include employees of the Supreme Court of Virginia/Office of Executive Secretary independent contractors engaged by the Supreme Court of Virginia/Office of Executive Secretary, or entities contracting with the Supreme Court of Virginia/Office of Executive Secretary for services. Application User(s) also include customers, suppliers, members of the general public, and other entities with whom the Supreme Court of Virginia/Office of Executive Secretary may find it necessary or desirable to process or communicate electronically in pursuit of its business.

    C. **Content**
    Any data, including the selection, arrangement and organization of such data, entered, uploaded to the Application, or otherwise provided to Supplier by the Supreme Court of Virginia/Office of Executive Secretary or by any Application User, and any software and related documentation, from whatever source, provided by the Supreme Court of Virginia/Office of Executive Secretary or Application User to Supplier in connection with this Contract.

    D. **Customization**
    Inventions, modifications, combinations, methods, formulae, techniques, processes, improvements, designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created or developed by Supplier for the Supreme Court of Virginia/Office of Executive Secretary in the performance of this Contract.

    E. **Licensed Services**
    The operation of the Application and the necessary operating system software, hardware and utilities on Supplier's host computer system, furnishing Supplier Product to Application Users, storing Content and making the Application, Content, and Supplier Product available to Application User(s) via the Web Site, as more fully described in the Contract

    F. **Project Onset**
    The period after the Licensed Services or "software-as-a-service" delivery model is deployed by Supplier but prior to the hosting of any Commonwealth of Virginia (COV) data or other Content by Supplier.

    G. **Supplier Product**
    Supplier's proprietary reports, information and data made available to the Supreme Court of Virginia/Office of Executive Secretary and its Application Users as part of the Licensed Services.

    H. **Update**
    Any update, modification, or new release of the Software, System Software, Application, Documentation, or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

    I. **VITA**
    The Virginia Information Technologies Agency, Agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§ 2.2-2005 et seq.) of the Code, or any successor agency.

J. Web Site
The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator (URL) specified in the Contract or any successor URL(s)).

2. DESCRIPTION OF LICENSED SERVICES

During the term of this Contract, Supplier hereby agrees to host the Application(s) listed and described and specified in the Contract on servers owned, operated, housed, and maintained by Supplier and shall make such Application(s) available to the Supreme Court of Virginia/Office of Executive Secretary's designated Application Users through the Internet. Supplier has acquired any and all license rights in the Application(s) necessary and appropriate for Supplier to provide the Licensed Services as obligated by the Contract.

Supplier hereby grants to the Supreme Court of Virginia/Office of Executive Secretary and its Application Users a non-exclusive, transferable, worldwide license to access and use by any method the Application during the term of the Contract. The license fee for the rights shall be as set forth in the Pricing Schedule of the Contract and shall apply regardless of access mode.

The Supreme Court of Virginia/Office of Executive Secretary is an agency, as defined by §2.2-2006 and legislative, judicial, and independent agencies of the Commonwealth, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth.

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of the Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of this Contract for Licensed Services, including access to the Application(s), or the fact that such other agreement may be presented to or its Application Users at the time of accessing the Application(s) ("click wrap"), the terms and conditions set forth in this Contract and any amendments or modifications thereto shall supersede and govern licensing and use of all products and services hereunder.

3. SUPPLIER RESPONSIBILITIES

A. Standard Application Responsibilities

Unless otherwise indicated in the requirements section of the Contract, Supplier shall acquire and maintain, at no charge to the Supreme Court of Virginia/Office of Executive Secretary, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

i). Supplier shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated in the requirements section of the Contract.

ii). Supplier shall be responsible for all telecommunication connections from the server hosting the Application to the Internet.

iii). Supplier may collect user-specific data only as necessary to provide the Licensed Services authorized under the Contract. No information regarding the Supreme Court of Virginia/Office of Executive Secretary or any Application User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.

iv). The Application will be made available to the Supreme Court of Virginia/Office of Executive Secretary and its designated Application Users twenty-four (24) hours a day, seven (7) days a week ("**Uptime**") less Excusable Downtime. For the purposes of this Contract, "**Excusable Downtime**" is defined as that period of time when the Licensed Services are not available to the Supreme Court of Virginia/Office of Executive Secretary or its Application Users due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, the Supreme Court of Virginia/Office of Executive Secretary shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Supplier will use its best efforts to notify the Supreme Court of Virginia/Office of Executive Secretary of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six

(36) hours in duration in a single month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time.

v). Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Supplier's Application, (iii) an electric utility failure at Supplier's facility where the Application is hosted, or (iv) a network failure up to, but not including, the interconnection point of Supplier's network to the public switched telephone network.

vi). Supplier guarantees the Application will be available for use at least ninety-nine point seven percent (99.7%) of the total time during each month, excluding Excusable Downtime.

vii). If non-Excusable Downtime exceeds the parameters listed above, Supplier will credit to the Supreme Court of Virginia/Office of Executive Secretary the total recurring fees that would otherwise be owed by the Supreme Court of Virginia/Office of Executive Secretary under this Contract during the month of such failure. Such credit will be issued in the month immediately following the failure.

viii). Supplier shall be required to notify the Supreme Court of Virginia/Office of Executive Secretary in writing at least sixty (60) days prior to of any planned change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Supplier subcontractor. The planned changes or Updates include any change(s) that would potentially impact the secure and efficient use of the Application, as understood, and agreed to between Supplier and the Supreme Court of Virginia/Office of Executive Secretary at Contract award. The purpose of this notice is to allow sufficient time for Supplier and the Supreme Court of Virginia/Office of Executive Secretary to discuss any technical/functional considerations and/or changes that would require action by the Commonwealth.

ix). Supplier is responsible for documenting and maintaining any Customizations made for operational use of the Application and/or for interoperability use with other systems or applications used by the Supreme Court of Virginia/Office of Executive Secretary and paid for solely by the Supreme Court of Virginia/Office of Executive Secretary. The associated technical data, code, documentation, and other necessary information about such Customizations shall be provided by Supplier to the Supreme Court of Virginia/Office of Executive Secretary within ten (10) business days of the Customizations' operational use. Suppler shall be required to routinely transfer knowledge regarding the Application and Licensed Services, including Updates and all material changes, to the Supreme Court of Virginia/Office of Executive Secretary in a reasonable manner to ensure proper and efficient use of Application and Licensed Services without degrading performance thereof.

x). Supplier agrees to work with the Supreme Court of Virginia/Office of Executive Secretary to ensure compliance with any approved security exceptions or other identified gaps or requirements provided to the Supreme Court of Virginia/Office of Executive Secretary in writing by VITA.

xi). Supplier shall not use any software, hardware or services which have been prohibited pursuant to § 2.2-5514 of the Code of Virginia.

xii. In addition, and at no additional cost to the Supreme Court of Virginia/Office of Executive Secretary, Supplier shall provide access to additional Updates, features, and functionalities of the Application as are provided by Supplier to other customers of Supplier who require functionality similar to that of the Application provided to the Supreme Court of Virginia/Office of Executive Secretary. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Supplier website. Notwithstanding the provisions of this Section and except as agreed to in writing by the Supreme Court of Virginia/Office of Executive Secretary and Supplier, nothing in the Contract shall oblige Supplier to undertake any modifications to the Application, and all such modifications are at Supplier's sole discretion whether suggested by the Supreme Court of Virginia/Office of Executive Secretary or another party.

B. Ancillary Responsibilities

Supplier shall, throughout the term of this Contract, make available such resources, including Supplier personnel, as are reasonably required to: (i) train designated the Supreme Court of Virginia/Office of Executive Secretary personnel in the use of the Application; (ii) develop modifications to the Application as agreed by the Supreme Court of Virginia/Office of Executive Secretary and Supplier in the Contract or any exhibit hereto or as agreed to by Supplier and the Supreme Court of Virginia/Office of Executive Secretary; and (iii) otherwise support the Application as provided under this Contract and any exhibits hereto or as agreed to between Supplier and the Supreme Court of Virginia/Office of Executive Secretary.

C. Subcontractors

It is understood that Supplier may utilize subcontractors to provide integral components of the Licensed Services and Application; however, except for those so named at time of Contract award, Supplier shall not use new or replacement subcontractors to perform or provide integral components of the Licensed Services or Application during performance of this Contract without advance written notification to and approval by the Supreme Court of Virginia/Office of Executive Secretary.

Supplier is responsible for the performance of its subcontractors used in providing any portion of the Licensed Services or Application. Additionally, Supplier is responsible for its subcontractors' compliance with the terms and conditions of this Contract.

If any part of this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract with any subcontractor which is debarred by the Commonwealth of Virginia, or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

4. THE SUPREME COURT OF VIRGINIA/OFFICE OF EXECUTIVE SECRETARY RESPONSIBILITIES

Unless otherwise agreed and as applicable, the Supreme Court of Virginia/Office of Executive Secretary or its Agent, or an Application User, will be responsible for input of Content into Supplier's Application and the Supreme Court of Virginia/Office of Executive Secretary or its Agent will be responsible for keeping said Content current and accurate. Supplier will have no responsibility for assisting the Supreme Court of Virginia/Office of Executive Secretary in creating, modifying or inputting the Content, unless specified in this Contract.

If Supplier issues unique USERIDs and passwords to an Application User:

i). The Supreme Court of Virginia/Office of Executive Secretary is responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords. the Supreme Court of Virginia/Office of Executive Secretary will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.

ii). The Supreme Court of Virginia/Office of Executive Secretary shall have the right to add, activate, change access for, or disable USERIDs at its sole discretion. The Supreme Court of Virginia/Office of Executive Secretary shall designate administrators who will be authorized to add, activate, change access for or disable USERIDs.

iii). Upon notification by the Supreme Court of Virginia/Office of Executive Secretary of an Application User's disabled access, Supplier shall remove access authorization by said Application User from its server within one (1) hour of receipt of such notification, ensuring that historical access audit details of such Application User shall not be deleted or lost. If Supplier fails to make such a removal of access, the Supreme Court of Virginia/Office of Executive Secretary shall not be held liable for any charges or damages incurred due to use of the unauthorized USERID.

iv). The Supreme Court of Virginia/Office of Executive Secretary and Application Users of this Contract agree to notify Supplier of any degradation, potential breach, or breach of the Content and Application privacy or security as soon as possible after discovery. The Supreme Court of Virginia/Office of Executive Secretary further agrees to provide Supplier the opportunity to participate in the investigation of the reported situation.

5. **CONTENT PRIVACY AND SECURITY**

Supplier shall provide a secure environment for Content and any hardware and software, including servers, network and data components provided by Supplier as part of its performance under this Contract. Supplier shall provide a secure environment for Content and any hardware and software in accordance with Commonwealth's security standards located at: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/ in order to prevent unauthorized access to and use or modification of, and to protect, the Application and Content. Supplier agrees that all Content of the Supreme Court of Virginia/Office of Executive Secretary is intended solely for the business of the Supreme Court of Virginia/Office of Executive Secretary and is considered private data. Therefore, Supplier shall, at a minimum, implement the following procedures designed to protect the privacy and security of Content:

a)   User identification and access controls designed to limit access to Content to Application Users in accordance with the principles of least privilege.

b)   Supplier shall ensure that all personnel with physical or logical access to Content will receive industry standard annual security awareness training and all other training as required by Content owner, Commonwealth security standards, regulation, or law.

c)   Supplier shall ensure that the Application and/or Licensed Services are capable of auditing the following events. Successful and unsuccessful account logon events, account management events, object access, policy change, privilege functions, process tracking, and system events.

d)   Supplier shall ensure that the Application and/or Licensed Services are capable of auditing the following events, for Web applications. All administrator activity, authentication checks, authorization checks, data deletions, data access, data changes, and permission changes.

e)   Supplier shall ensure that the Application and/or Licensed Services employs automated mechanisms to centrally review, analyze and correlate audit and log records from multiple components of the Application and/or Licensed Services to support organizational processes for investigation, alerting and response to suspicious activities.

f)   Supplier shall ensure that the Application and/or Licensed Services support exporting of log files to the Commonwealth for review and analysis.

g)   Supplier shall ensure that the Application and/or Licensed Services are capable of maintaining all audit records in accordance with Commonwealth record retention policies found at the following URL: http://www.lva.virginia.gov/agencies/records/.

h)   Provide evidence of a comprehensive continuous monitoring program encompassing all systems with access to Content.

i)   Provide evidence that the Application and/or Licensed Services adhere to a security baseline, which is based on least functionality.

j)   Supplier shall ensure that all changes to proposed Application and/or Licensed Services are authorized according to change management policies.

k)   Supplier agrees to maintain all metadata associated with any original Content submitted into the Application and/or Licensed Services by the Supreme Court of Virginia/Office of Executive Secretary for easy retrieval and access, using secure industry standard protocols, within a predefined period as specified in the Contract.

l)   Supplier agrees to provide a secure method of exporting Content when requested.

m)   Supplier shall ensure that the Content exported from the supplier's Application or infrastructure is in an industry standard format that provides for interoperability and portability.

n)   Supplier shall ensure that the Application and/or Licensed Services provides and maintains a backup of Content that can be recovered in an orderly and timely manner within a predefined frequency consistent with recovery time and recovery point objectives, as specified in the Contract.

o)   Supplier shall ensure that the Application and/or Licensed Services can store a backup of Content, at least daily, in an off-site "hardened" facility, located within the United States, maintaining the security of the Content.

p)   Implement a contingency plan designed to maintain the access to the Application and/or Licensed Services and to prevent the unintended destruction or loss of Content. This plan should provide a predefined frequency, consistent with recovery time and recovery point objectives, as specified in the Contract, for disaster recovery and archival purposes of Content at a secure facility located within the United States.

q)   Supplier shall partition, in aggregate for this contract, all Content submitted into the Application and/or Licensed Services by the Supreme Court of Virginia/Office of Executive Secretary in such a manner that it will not be impacted or forfeited due to E-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain records, information or Content for reasons or activities that are not directly related to the business of the Supreme Court of Virginia/Office of Executive Secretary.

r)   Service must support multi-factor authentication for access to any administrative portal and/or any remote administrative interface.

s)   Supplier shall fully cooperate with Commonwealth incident response resources and all required law enforcement personnel for assistance in the handling and reporting of security incidents.

t)   Supplier shall maintain an incident response program that implements incident handling for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery processes.

u)   Incident response must have the capability to support automated mechanisms for supporting incident handling processes.

v)   Supplier shall provide quarterly summary reports of Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) events to: enterpriseservices@vita.virginia.gov

w)   Supplier ensures that all Content is removed or destroyed in accordance with and/or exceeding the requirements of the Commonwealth Data Removal standard located at the following URL: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/.

x)   Supplier shall support physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility located within the United States.

y)   Supplier shall ensure that access to facilities housing Content or supporting applications are restricted to only allow access to Supplier's personnel and agents who have a need to know in connection with operation and support of the Application and/or Licensed Services.

z)   Supplier shall ensure that notification is sent to the Supreme Court of Virginia/Office of Executive Secretary in writing thirty (30) days prior to its intention to replace or add any third-party that will be provided access to Content whether that access is provided by Supplier or Supplier's subcontractors. The Supreme Court of Virginia/Office of Executive Secretary may reject any additional or new third parties who may be provided access to Content.

aa) Supplier shall ensure that the Application and/or Licensed Services operating systems, middleware, applications, and interfaces will be scanned for vulnerabilities every 30 days and

scanning reports be provided to the Supreme Court of Virginia/Office of Executive Secretary as required by Commonwealth security standards.

bb) Supplier shall cooperate with the Commonwealth to allow monthly vulnerability scans against all public-facing interfaces with access to Commonwealth data.

cc) Application and/or Licensed Services must have the capability to set affinity on tiered systems. Supplier ensures that no one hypervisor can host the application and the data storage.

dd) Supplier shall ensure that all Content is stored, processed and maintained within the United States at all times.

ee) Supplier shall report the exact geographic location of all Commonwealth data at all times if that Content is not stored in a Commonwealth facility. Supplier shall provide a report to confirm the exact geographic location of any Content not stored in a Commonwealth facility every 30 days.

ff)   Supplier shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.

gg) Supplier shall ensure performance of an AICPA SOC-2 (Type 2) audit at least once annually of the Application's environment. Upon request from the Supreme Court of Virginia/Office of Executive Secretary, Supplier shall provide a non-redacted copy of current AICPA SOC-2 (Type 2) audit. Supplier shall assist the Supreme Court of Virginia/Office of Executive Secretary in obtaining the current AICPA SOC-2 (Type 2) audit report from any third-party providing services to Supplier, if said third-party services involve the processing or storage of any Content. The Trust Service Principles that should be covered in the SOC -2 Type 2 are: Security, Availability, Processing Integrity, Privacy and Confidentiality.

hh) Supplier understands that the Supreme Court of Virginia/Office of Executive Secretary or a third-party audit organization is responsible for performing a security audit within 90 days after contract award to determine control gaps between the supplied audit and the Information Security Standard (SEC530). If no audit is supplied, a complete security controls audit utilizing SEC530 must be performed. Failure to do so may result in remedies being levied as provided in the terms and conditions of the contract.

ii)   Supplier shall ensure that external connections incorporated into the Application and/or Licensed Services have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Supplier.

jj)   Supplier shall ensure that the Application and/or Licensed Services will utilize industry standard firewalls regulating all data entering the internal data network from any external source which will enforce secure connections between internal and external systems and will permit only authorized data to pass through.

kk) Supplier shall ensure that the Application and/or Licensed Services will use industry standard encryption techniques to protect Content that is transmitted or stored on behalf of the Commonwealth. Supplier shall ensure that the Application will provide for the Commonwealth to maintain exclusive control of all encryption keying material.

ll)   Supplier shall ensure that they will apply all security updates to their systems as required by Commonwealth security standards. For third-party hosted systems, updates should be installed in compliance with SEC530. Please refer to the following link for the above mentioned Commonwealth security standard: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/.

mm)   Supplier shall ensure that they will utilize industry standard malware protection, incorporating both signature and non-signature-based detection mechanisms, on all systems with access to Content.

nn) Supplier shall ensure that malware protection will be centrally managed and receive regular automatic updates to malicious code protection mechanisms and data files from the software vendor.

oo) Within fifteen (15) business days after the expiration or termination of this Contract, Supplier shall confirm in writing to the Supreme Court of Virginia/Office of Executive Secretary that all Content has been removed from all systems where the Content resided during performance of this Contract in a manner that complies with and/or exceeds the Commonwealth Data Removal standard located at the following URL: https://www.vita.virginia.gov/it-governance/itrm-policies-standards/. The written confirmation shall include (i) sufficient detail describing the processes and procedures used in removing the Content, (ii) information about the locations of where it was removed from within the Application and storage and other locations, and (ii) the date the removals were performed. All metadata, in its original form, shall be returned to the Supreme Court of Virginia/Office of Executive Secretary.

pp) Regular training for Supplier personnel regarding the security and data recovery programs referenced in this Section.

qq) Regular testing of the systems and procedures outlined in this Section; and

rr) Supplier agrees to provide written notice within 24 hours to the Supreme Court of Virginia/Office of Executive Secretary of all incidents that threaten or could potentially threaten the security of the Commonwealth's Content and/or the Supreme Court of Virginia/Office of Executive Secretary's use of the Licensed Services. This notice is required to allow the Commonwealth to commence any necessary internal actions to remediate such incident, which may include a temporary suspension of use of the Licensed Service by, the Supreme Court of Virginia/Office of Executive Secretary as directed by the CIO. If a suspension of use becomes necessary, the Supplier further agrees not to impose any penalty on the Supreme Court of Virginia/Office of Executive Secretary or the Commonwealth.

ss) Audit controls that record and monitor Application and Licensed Services activity continuously.

tt) Should Supplier fail to perform in compliance with any provision of this Section, the Supreme Court of Virginia/Office of Executive Secretary may provide Supplier with a written notice to cure. Supplier shall have fifteen (15) days to cure its noncompliance, or with agreement from the Supreme Court of Virginia/Office of Executive Secretary and VITA, in its governance role, may request a reasonable extension for time to cure providing the Supreme Court of Virginia/Office of Executive Secretary, and a copy to VITA at: enterpriseservices@vita.virginia.gov, with a written plan of action to cure. If Suppler fails to cure, the Supreme Court of Virginia/Office of Executive Secretary may deem Supplier in breach and/or default of the Contract and may immediately terminate the Contract, in whole or in part. Upon such termination, neither the Commonwealth, nor, the Supreme Court of Virginia/Office of Executive Secretary nor VITA shall have any future liability except the Supreme Court of Virginia/Office of Executive Secretary will be responsible for deliverables accepted by the Supreme Court of Virginia/Office of Executive Secretary and Licensed Services rendered to the Supreme Court of Virginia/Office of Executive Secretary by Supplier. In the event of such termination, Supplier shall accept return of any deliverable that was not accepted by the Supreme Court of Virginia/Office of Executive Secretary, and Supplier shall refund any monies paid by the Supreme Court of Virginia/Office of Executive Secretary for such deliverable and for any unused, remaining term paid for in advance by the Supreme Court of Virginia/Office of Executive Secretary for the Licensed Services up to the date of such termination. Supplier agrees that the Supreme Court of Virginia/Office of Executive Secretary may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including reprocurement or transition costs or injunctive or other equitable relief.

6. **PROPRIETARY RIGHTS**

   A. **Supplier's Proprietary Rights**
   Except as otherwise stated herein, the Licensed Services (including without limitation, the Application and Updates, and Supplier Product, except to the extent that Supplier Product contains Content) and Documentation are the sole and exclusive property of Supplier and its licensors. All modifications, enhancements, Updates, and translations of the Licensed Services shall be deemed a part thereof.

   B. **The Supreme Court of Virginia/Office of Executive Secretary Requirements and License Restrictions**
   Except as otherwise provided in this Contract or as provided by law:

   i). The Supreme Court of Virginia/Office of Executive Secretary will use commercially reasonable efforts to ensure that Application Users comply with all of the terms and conditions hereof;

   ii). The Supreme Court of Virginia/Office of Executive Secretary shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application;

   iii). The Supreme Court of Virginia/Office of Executive Secretary shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Supplier; provided, however, the Supreme Court of Virginia/Office of Executive Secretary may reproduce and distribute any Application output generated from the Supreme Court of Virginia/Office of Executive Secretary Content, and an Application User may reproduce and distribute any Application output generated pursuant to the permissions set forth in the Contract;

   iv). The Supreme Court of Virginia/Office of Executive Secretary shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Application or Supplier Product or any component thereof, provided as part of the Licensed Services, except as otherwise authorized by Supplier. However, the Supreme Court of Virginia/Office of Executive Secretary may reproduce and distribute any Application output (e.g., reports) generated by the Supreme Court of Virginia/Office of Executive Secretary using the Application, and an Application User may reproduce and distribute any reports or output generated by the Application User using the Application and pursuant to the permissions in the Contract;

   v). The Supreme Court of Virginia/Office of Executive Secretary shall only use the Application and Supplier Product in the normal course of business, in connection with, and as part of, the Licensed Services;

   vi). The Supreme Court of Virginia/Office of Executive Secretary shall not attempt to gain unauthorized access to the Application or Licensed Services, other user accounts, computer systems or networks connected to the Licensed Services;

   vii). The Supreme Court of Virginia/Office of Executive Secretary shall not remove, obscure or alter Supplier's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Application or Licensed Services or any written or electronic report, output or result generated in connection with the Licensed Services;

   viii). The Supreme Court of Virginia/Office of Executive Secretary shall take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses;

   ix). The Supreme Court of Virginia/Office of Executive Secretary shall not use the Application or Licensed Services for any illegal, obscene, offensive or immoral purpose.

   C. **Supreme Court of Virginia/Office of Executive Secretary Proprietary Rights**
   Except as otherwise stated herein and with the exception of any applicable third-party rights, Content and any Customizations made for the Supreme Court of Virginia/Office of Executive Secretary's operation of the Application or for interoperability with other the Supreme Court of Virginia/Office of Executive Secretary's systems or applications paid for by the Supreme Court of

Virginia/Office of Executive Secretary, are and shall remain the sole and exclusive property of the Supreme Court of Virginia/Office of Executive Secretary, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any Content or Customizations relating to the Supreme Court of Virginia/Office of Executive Secretary's business shall remain the property of the Supreme Court of Virginia/Office of Executive Secretary, whether or not supplied to Supplier or uploaded into the Application. Nothing in this Contract shall be construed as conveying any rights or interest in Content or Customizations to Supplier. Upon termination of the Contract, Supplier agrees to either provide the Content and Customizations to the Supreme Court of Virginia/Office of Executive Secretary, or, at the Supreme Court of Virginia/Office of Executive Secretary's request, certify in writing that said Content and Customizations in all formats, have been destroyed.

7. CLOUD EXIT ASSISTANCE

Upon execution of this Contract, Supplier and the Supreme Court of Virginia/Office of Executive Secretary will develop an exit plan ("**Exit Plan**") detailing each party's respective tasks for the orderly transition and migration of all Content stored by Supplier pursuant to the Contract to the Supreme Court of Virginia/Office of Executive Secretary's archive and/or to a system or application maintained by the Supreme Court of Virginia/Office of Executive Secretary.

At a minimum, the Exit Plan must provide that within 30 days of the expiration or termination of this Contract for any reason, Supplier shall return all Content in its possession provided to Supplier by the Supreme Court of Virginia/Office of Executive Secretary and/or its Application Users and stored by the Application on behalf of the Supreme Court of Virginia/Office of Executive Secretary to the Supreme Court of Virginia/Office of Executive Secretary in a format accessible without the use of Supplier's Application. Supplier's failure to do so will constitute a material breach of this Contract and the Supreme Court of Virginia/Office of Executive Secretary may exercise all available rights and remedies under law and equity, in addition to any remedies set forth in this Contract.

In addition, at the Supreme Court of Virginia/Office of Executive Secretary's option, Supplier shall continue to provide Licensed Services for up to six (6) months after the date of expiration or termination of the Contract in order to facilitate the Supreme Court of Virginia/Office of Executive Secretary's transition to another service model or provider. Supplier shall also provide such reasonable assistance as may be requested by the Supreme Court of Virginia/Office of Executive Secretary and agrees such assistance will not be unreasonably withheld. Supplier shall perform such assistance at the hourly rate or a charge agreed upon by Supplier and the Supreme Court of Virginia/Office of Executive Secretary. In the event of a termination for breach by Supplier, Supplier shall provide the transition assistance at no charge or fee to the Supreme Court of Virginia/Office of Executive Secretary.

8. COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES

A. Licensed Services Commencement Date

The Supplier shall begin delivery of Licensed Services on the date requested by the Supreme Court of Virginia/Office of Executive Secretary and agreed to by the Supplier in the Contract. the Supreme Court of Virginia/Office of Executive Secretary may delay the Licensed Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Licensed Services commencement date.

B. Acceptance

The Application shall be deemed accepted when the Supreme Court of Virginia/Office of Executive Secretary reasonably determines that the Supreme Court of Virginia/Office of Executive Secretary and its Application Users can successfully access and use all functionalities of the Application which Supplier is required to provide to such Users. The Supreme Court of Virginia/Office of Executive Secretary agrees to complete Acceptance testing as negotiated after receiving written notice from Supplier of the ability of the Supreme Court of Virginia/Office of Executive Secretary and its Application Users to access the Application, or within such other period as set forth in the Contract. Supplier agrees to provide to the Supreme Court of Virginia/Office of Executive Secretary such assistance and advice as the Supreme Court of Virginia/Office of Executive Secretary may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by the Supreme Court of Virginia/Office of Executive Secretary at the then current per diem

amounts set forth by the Virginia Department of Accounts and published at: http://www.doa.virginia.gov/ or a successor URL(s). The Supreme Court of Virginia/Office of Executive Secretary shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should the Supreme Court of Virginia/Office of Executive Secretary fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) business days following the Acceptance testing period, the Service shall be deemed Accepted.

C. Cure Period

If during the Acceptance test period, the Supreme Court of Virginia/Office of Executive Secretary is unable to access the licensed functionalities of the Application, Supplier shall provide the Supreme Court of Virginia/Office of Executive Secretary with such access, and the Supreme Court of Virginia/Office of Executive Secretary's Application Users with their required access, within seven (7) days of written notice of inability to access, or as otherwise agreed between the Supreme Court of Virginia/Office of Executive Secretary and Supplier in the Contract. Should Supplier fail to provide access to the licensed functionalities of the Application, the Supreme Court of Virginia/Office of Executive Secretary may, in its sole discretion: (i) reject the Application in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Application access with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming.

If the Supreme Court of Virginia/Office of Executive Secretary and its Application Users are unable to access the licensed functionalities of the Application after a second set of acceptance tests, Supplier shall be deemed in default of the Contract. In the event of such default, the Supreme Court of Virginia/Office of Executive Secretary may, at its sole discretion, terminate the Contract, in whole or in part, for the Licensed Services to be provided thereunder by Supplier.

9. RECORDS AND AUDIT

Supplier shall maintain accurate records and other evidence pertaining to the costs and expenses for all Licensed Services performed/delivered under this Contract in support of its charges invoiced to the Supreme Court of Virginia/Office of Executive Secretary. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with the Contract. In addition, Supplier shall maintain accurate records of the Licensed Services, including but not limited to, the "Uptime" and "Downtime" as set forth in the Supplier Responsibilities Section. The Supreme Court of Virginia/Office of Executive Secretary shall have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to the Contract. Supplier shall preserve such records for three (3) years after termination/completion of the Licensed Services agreed to under this Contract.

10. APPLICATION AND LICENSED SERVICES SUPPORT

At any time during the term of this Contract, Supplier shall provide the following Application Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to the Supreme Court of Virginia/Office of Executive Secretary in order to ensure the Supreme Court of Virginia/Office of Executive Secretary and its Application Users are able to access and use the Application in accordance with the requirements of the Contract.

A. Coverage

Twenty-four (24) hours per day, seven (7) days a week, Supplier provide to the Supreme Court of Virginia/Office of Executive Secretary all reasonably necessary telephone or written consultation requested by the Supreme Court of Virginia/Office of Executive Secretary in connection with use, problems and operation of the Application.

B. Service Levels

C. Please refer to Attachment 15 Service Level Requirements. Application Evolution

Should Supplier merge or splinter the Application previously provided to the Supreme Court of Virginia/Office of Executive Secretary, such action on the part of Supplier shall not in any way result in the Supreme Court of Virginia/Office of Executive Secretary being charged additional license or support fees in order to access the Application, to enable its Application Users to access the Application, or to receive enhancements, releases, upgrades or support for the Application.

11. SERVICE LEVELS AND REMEDIES

A. Availability

Supplier's failure to make the Licensed Services Available to and its Application Users at least 99.7% of the time in any given month during the term of the Contract, excluding scheduled maintenance or excusable downtime, shall be deemed a service level default ("**Service Level Default**") and the Supreme Court of Virginia/Office of Executive Secretary may obtain the non-exclusive remedies set forth in Attachment 15, Service Level Agreement. For purposes of this Contract, "Available" means that the Supreme Court of Virginia/Office of Executive Secretary and its Application Users are able to access all features and functions of the Application and Licensed Services required by the Supreme Court of Virginia/Office of Executive Secretary, including but not limited to the Application and Supplier Product.

In the event the Supreme Court of Virginia/Office of Executive Secretary is eligible for a 100% Service Level Credit under this Section during any given month of the term the Contract, the Supreme Court of Virginia/Office of Executive Secretary may terminate the Contract without penalty upon written notice to Supplier and, in addition to the remedies available under this Section, receive any additional remedies set forth in the Contract.

Credits shall be applied against the next invoice. In the event a Service Level Default occurs after the Supreme Court of Virginia/Office of Executive Secretary has given notice of termination pursuant to the Term and Termination section of this Contract or due to non-appropriation of funds, or the Supreme Court of Virginia/Office of Executive Secretary has made final payment to Supplier for the Application and Licensed Services and no further invoices shall issue as a result, Supplier shall refund to the Supreme Court of Virginia/Office of Executive Secretary the amount of the appropriate Service Level Credit due for the period of default.

B. Provisioning

Incremental adds, access authorizations, moves or reductions, including disabled access updates, in the scope of the Licensed Service (e.g., USERIDs), shall be completed within one (1) business hour of a written request (including e-mail or submission to Supplier's provisioning website) from the Supreme Court of Virginia/Office of Executive Secretary's designated administrator. In the event that provisioning is not made available within one (1) business hour of the request, a credit for the incremental amount of the revision shall be applied against the next invoice for 1/30th of the corresponding pro-rated amount.

C. Reporting Requirements

(i) Monthly Reports:

By the 5th of each calendar month during the term of this Contract, Supplier shall provide the Supreme Court of Virginia/Office of Executive Secretary with the following written monthly reports:

(a) Service Level Performance Report - a report that contains information with respect to the performance of the Application and Licensed Services. Such report, unless otherwise agreed upon by the parties, shall be in conformity with the reporting Supplier provides to its other customers utilizing an application and licensed services identical or similar to the Application and Licensed Services provided to the Supreme Court of Virginia/Office of Executive Secretary.

(b) System/Application Patching Compliance Report – a report that illustrates that the supplier has installed security relevant software and firmware updates within 30 days of the release of the updates.

(c) Scanning Reports (OS, Middleware, Applications and Interfaces) Report – a report that illustrates vulnerability scanning of Cloud Service Providers Operating Systems/infrastructure, databases and web applications(d) Geographic Locations of Data Being Hosted Report – a report that illustrates the location of Commonwealth data

(ii) Quarterly Reports:

By the 5th day of the first month of a calendar quarter, during the term of this Contract, Supplier shall provide the Virginia Information Technologies Agency (VITA) with the following written quarterly report

(a) Summary Report of Intrusion Detection Scans and Intrusion Prevention Scans – a report that demonstrates that supplier protects Commonwealth data with intrusion monitoring tools from unauthorized access, modification and deletion.

Supplier shall submit a copy of each report to VITA at: enterpriseservices@vita.virginia.gov.

Representatives of Supplier and the Supreme Court of Virginia/Office of Executive Secretary, and VITA at its option, shall meet as often as may be reasonably requested by either party, but no less often than once each calendar quarter during the term of this Contract, to review Supplier's performance of Licensed Services and the performance of the Application and to discuss technical plans, financial matters, system performance, service levels and any other matters related to the above required reports and to this Contract in general that may be reasonably requested by either Supplier or the Supreme Court of Virginia/Office of Executive Secretary or VITA. Supplier shall notify VITA of such meetings by email to: enterpriseservices@vita.virginia.gov. The Supreme Court of Virginia/Office of the Executive Secretary or VITA may independently audit the report at its expense no more than two (2) times annually.

Failure to submit the required reports will place Supplier in breach of Contract and the Contract may be immediately terminated by the Supreme Court of Virginia/Office of Executive Secretary or VITA, in its governance role, and the Supplier/Application will be removed from the Approved Application List.

D. **Failure to Meet Service Level Commitments**
In the event that such Application fails to meet the Service Levels specified herein, Supplier will: (i) promptly replace the Application with an Application that conforms to this Contract and such specifications; (ii) repair the Application, at Supplier's expense, so that it conforms to this Contract and such specifications; or (iii) refund to the Supreme Court of Virginia/Office of Executive Secretary all fees paid for the Application and the Licensed Services after the failure of the Application to meet the Service Levels. In the event Supplier fails to comply with these remedies, the Supreme Court of Virginia/Office of Executive Secretary may exercise all available rights and remedies under law and equity.

12. CYBER SECURITY LIABILITY INSURANCE
In addition to other insurance coverage requirements in the Contract, Supplier shall carry Cyber Security Liability insurance coverage in the amount of $5,000,000 per occurrence.

13. ESCROW AGREEMENT

A. **Application Escrow Agreement**
(i) Supplier to provide an Application Escrow Agreement as part of your proposal.

(ii) Supplier must provide an executed copy of the Application Escrow Agreement prior to execution of the contract.

Supplier shall maintain copies of all Application source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with Escrow Agent the executed agreement as negotiated between the Supreme Court of Virginia/Office of the Executive Secretary and the Supplier.

The Supreme Court of Virginia/Office of Executive Secretary acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to the Supreme Court of Virginia/Office of Executive Secretary and the Supreme Court of Virginia/Office of Executive Secretary received a copy of the executed Application Escrow Agreement naming the Commonwealth of Virginia as a third-party beneficiary. The Supreme Court of Virginia/Office of Executive Secretary has reviewed Application Escrow Agreement to ensure that such Application Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Application Escrow Agreement. If events give rise to a need for the Escrow Agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the Escrow Agent. Supplier agrees to notify the Supreme Court of Virginia/Office of Executive Secretary in writing not less than thirty (30) calendar days prior to termination or any modification of the Application Escrow Agreement.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth to the Application Escrow Agreement and include the most current version used by the Supreme Court of Virginia/Office of Executive Secretary of:

i). the source code for the Application software and all future releases,

ii). identification of the development/support technology stack, including but not limited to, every software tool, driver, script, app, etc. with versions and details needed to develop, test, support all phases of the SDLC for all tiers of the Application Software as used in the Supreme Court of Virginia/Office of Executive Secretary's solution or operating environment,

iii). all Documentation related thereto as well as all necessary and available information, proprietary information in English,

iv). technical Documentation must be in English and shall enable the Supreme Court of Virginia/Office of Executive Secretary or an Agent of the Supreme Court of Virginia/Office of Executive Secretary to create, maintain and/or enhance the Application Software without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Supplier tools required to enable the Supreme Court of Virginia/Office of Executive Secretary to continue to use the Application Software, and

v). all Documentation must be provided in unprotected MS Word and other commonly used formats that can be updated.

Supplier warrants that all items, including future versions, deposited in escrow for the Supreme Court of Virginia/Office of Executive Secretary shall be verified by the Escrow Agent within 30 days after deposit to validate the completeness, accuracy and functionality of the Supplier's escrow deposits. The verification process to be performed by the Escrow Agent for the original deposit and subsequent deposits shall be detailed in the Application Escrow Agreement and a detailed report of all tests of such verification shall be submitted in writing to the Supreme Court of Virginia/Office of Executive Secretary within 10 business days of completion. To perform such verification, Escrow Agent shall conduct a verification process that includes but is not be limited to:

i). File List Test - To ensure the deposited items are catalogued and confirm they are readable and virus free, and if encrypted, that the Escrow Agent has the decryption keys on deposit.

ii). Inventory and Analysis Test – To provide a complete audit and inventory of the deposit including analysis of deposited media to verify the presence of build instructions, to identify all of materials necessary to recreate the original development environment and to confirm the presence of all build instructions, file classification tables, database schema and listings.

iii). Compile Test – To validate whether the development environment can be recreated from the deposited documentation and files; to identify third-party libraries, to recreate the Supplier's development environment; to compile source files and modules, to recreate executable code and to prepare a complete list of any hardware or software configurations.

iv). Binary Comparison Test – To test the functionality of the complied deposit materials by comparing the files built in compile testing to the licensed, executable file running at the Supreme Court of Virginia/Office of Executive Secretary's site.

v). Full Usability Test – To confirm the source code placed in escrow will be fully functional in the event of a release and to perform a relevant series of tests to ensure that replicated software runs properly in the required the Supreme Court of Virginia/Office of Executive Secretary's environment.

vi). Final Operability Test – To perform a final demonstration of the functioning software.

vii). Fault Remedy – To collaborate with Supplier on fixing any faults discovered during the testing, to obtain corrected escrow items and to re-perform any verification tests as necessary until all tests are successful, with written detailed reports to the Supreme Court of Virginia/Office of Executive Secretary.

Supplier warrants that the Application Escrow Agreement provide or shall provide for, among other items, the release of the list of items in the Application Escrow Agreement which could occur upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Supplier's breach or default under this Contract, Supplier's bankruptcy and/or Supplier's failure to continue to do business in the ordinary course. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow accounts and the contents mentioned above.

Subject to the information and materials in such Application Escrow Agreement being released to the Commonwealth pursuant to the terms of the Application Escrow Agreement, which is an agreement supplementary hereto, Supplier hereby grants to the Commonwealth a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Application licensed hereunder, along with all related documentation. .

Subject to the information and materials listed in such Application Escrow Agreement being released to the Supreme Court of Virginia/Office of Executive Secretary, Supplier hereby grants to the Supreme Court of Virginia/Office of Executive Secretary a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Application licensed to the Supreme Court of Virginia/Office of Executive Secretary, along with all related documentation.

B. Content Escrow Agreement
(i) The Supplier's Content Escrow Agreement to be provided as part of Supplier's proposal.; (ii) Supplier must also provide an executed copy of the escrow agreement prior to execution of the Contract ; (iii) VITA ECOS and Security require content escrow, and any redline to remove this requirement must be discussed with them; (iv) Change references C-2 to C-1 below if no Application Escrow provision is used in the above subsection.]]

Supplier shall maintain, in a separate escrow account for the Supreme Court of Virginia/Office of Executive Secretary, copies of all Content provided by or to the Supreme Court of Virginia/Office of Executive Secretary in an agreed upon industry standard portable format accessible without use of Supplier's Application. An executed agreement for providing for any such Content Escrow Agreement is attached hereto as Exhibit C-2 (Content Escrow Agreement).

The Supreme Court of Virginia/Office of Executive Secretary acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to the Supreme Court of Virginia/Office of Executive Secretary and the Supreme Court of Virginia/Office of Executive Secretary received a copy of the executed Content Escrow Agreement naming the Commonwealth of Virginia as a third-party beneficiary. The Supreme Court of Virginia/Office of Executive Secretary has reviewed the Content Escrow Agreement to ensure that such Content Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Content Escrow Agreement. If events give rise to a need for the Escrow Agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the Escrow Agent. Supplier agrees to notify the Supreme Court of Virginia/Office of Executive Secretary in writing not less than thirty (30) calendar days prior to termination or any modification of the Content Escrow Agreement.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Supreme Court of Virginia/Office of Executive Secretary pursuant to a Content Escrow Agreement shall be specifically identified and listed in in such Content Escrow Agreement and include a monthly back up of the Content repository for the Supreme Court of Virginia/Office of Executive Secretary.

Supplier warrants that the Content Escrow Agreements provide or shall provide for, among other items, the release of the list of items in each Content Escrow Agreement which could occur upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Supplier's breach or default under this Contract, Supplier's bankruptcy and/or Supplier's failure to continue to do business in the ordinary course. Any Content Escrow Agreement shall also provide for the release of the escrowed items in the event the Supreme Court of Virginia/Office of

Executive Secretary's Content is destroyed, lost, or damaged or following the termination or expiration of the Supreme Court of Virginia/Office of Executive Secretary's Contract or purchase order for Licensed Services. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow accounts and the contents mentioned above.

14. CLOUD SERVICES WARRANTY
Supplier warrants and represents to the Supreme Court of Virginia/Office of Executive Secretary that Supplier will fulfill its contractual obligations and meet all needed requirements as described in the Contract as follows:

A. Licensed Services, Application and Documentation
Supplier warrants the following with respect to the Licensed Services and the Application:

i). The Application is pursuant to this Request for Proposal ("**RFP**"), and therefore such Application shall be fit for the particular purposes specified by the Supreme Court of Virginia/Office of Executive Secretary in the RFP and in the Contract. Supplier is possessed of superior knowledge with respect to the Application and is aware that the Supreme Court of Virginia/Office of Executive Secretary is relying on Supplier's skill and judgment in providing the Licensed Services, including the Application.

ii). Supplier represents and warrants (i) that it shall perform the Licensed Services in conformity to the specifications set forth in the requirements of this Contract in a professional and workmanlike manner and (ii) that the Licensed Services shall not infringe any third-party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.

iii). Supplier warrants that the Application and Licensed Services will conform in all material respects to the requirements set forth in this Contract. Supplier warrants that the Application and Licensed Services will conform to the applicable specifications and documentation, not including any post-Acceptance modifications or alterations to the documentation which represent a material diminishment of the functionality of the Application, Licensed Services or Supplier Product. Supplier also warrants that such Application and Licensed Services are compatible with and will operate successfully when used on the equipment in accordance with the documentation and all of the terms and conditions hereof.

iv). The Application provided hereunder is at the current release level unless the Supreme Court of Virginia/Office of Executive Secretary has specified an older version in the Contract;

v). No corrections, work arounds or future Application releases provided by Supplier shall degrade the Application, cause any other warranty to be breached, or require the Supreme Court of Virginia/Office of Executive Secretary to acquire additional hardware equipment, software, or licensed services;

vi). Supplier warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application, Licensed Services and documentation by Supplier will be compatible with and will not materially diminish the features or functionality of the Application, Licensed Services and/or Supplier Product when used on the equipment in accordance with the documentation and all of the terms and conditions hereof.

vii). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and utilize fully the Application without reference to any other materials or information.

B. Privacy and Security
Supplier warrants that Supplier and its employees, subcontractors, partners and third-party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any related deliverables do not include any degradation or known security vulnerabilities. Supplier agrees to notify the Supreme Court of Virginia/Office of Executive Secretary of any occurrence of such as soon as possible after discovery and provide the Supreme Court of Virginia/Office of Executive Secretary with fixes or upgrades for security vulnerabilities within 90 days of discovery.

C. Operating System and Software Supportability

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Supplier, or its Subcontractors, partners and third-party providers.

D. Access to Product and Passwords

Supplier warrants that the Application and Licensed Services do not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application, Licensed Services or the hardware or software of the Supreme Court of Virginia/Office of Executive Secretary or its Application Users. In addition, Supplier warrants that the Supreme Court of Virginia/Office of Executive Secretary and its Application Users will be provided commercially reasonable uninterrupted access to the Application. Supplier also warrants that it will not cancel or otherwise terminate access to the Application by disabling passwords, keys or tokens that enable continuous use of the Application by the Supreme Court of Virginia/Office of Executive Secretary and its Application Users during the term of this Contract. Supplier further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

15. ACCEPTABLE USE POLICY (IF APPLICABLE)

the Supreme Court of Virginia/Office of Executive Secretary agrees to abide by Supplier's Acceptable Use Policy ("**AUP**"), as amended by the parties hereby and incorporated in the Contract. Because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard AUP cannot be accepted by the Supreme Court of Virginia/Office of Executive Secretary, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that:

i. In the event of a conflict between this Contract and the AUP, the Contract shall control;

ii. In the event of a material, unilateral revision to the AUP by Supplier that substantially impairs the ability of the Supreme Court of Virginia/Office of Executive Secretary from its lawful use of the Service, the Supreme Court of Virginia/Office of Executive Secretary shall have the option to;

a. request that the revision be rescinded;

b. request that the revision be waived as to the Supreme Court of Virginia/Office of Executive Secretary receiving Services under this Agreement;

If Supplier fails to a grant a request by the Supreme Court of Virginia/Office of Executive Secretary per a. or b. above, within 30 days of receiving the request, then may, at its option, terminate this Contract, in whole or in part, without termination liability;

ATTACHMENT 11: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Printed Name: _____

Organization: _____

Date: _____

Attachment A for Standard Fo

Work Request #	RITMxxxxxxx	Date

Notes & Co

Please ensure every section in this document is fully completed and you do not simply rep
enough information provided to ensure that VITA is able to determine how the security o

Please complete the below fields for agency name, supplier name and requested Cloud se

Requesting Agency	Supplier Name	Supplier Product/Service Name

Note:

1. An answer of 'Yes' to all questions or answering 'No' to any of the questions in the asse
automatic disqualification. Each response will be assessed and reviewed.

2. This assessment does not address all of the requirements outlined in the "Hosted Envir
agency and supplier requirements. This assessment addresses supplier specific requireme

3. As this is just an assessment, all Vendors still need to comply with all applicable Commo
http://www.vita.virginia.gov/library/default.aspx?id=537

4. **Supplier**: When responding to questions contained within this questionnaire you **must**
applicable section of the supporting policies and procedures to support your responses w

Agency & Supplier: Please acknowledge by entering the authorized name(s) below and cu
applicable security standards.

Agency Authorized Contact:		Date

Supplier Authorized POC:		Date

Confidential/Proprietary Information	By placing a "X" in the "yellow highlighted" box to materials contained in this ECOS Assessment Questi protection of this data pursuant to the Code of VA §

Identify the data or other materials to be protected and state the reasons why prot

**NOTE: FAILURE TO INVOKE THE PROTECTIONS OF §2.2-4342 (F) WILL RESULT I
TO OTHER OFFERORS AND THE PUBLIC IN ACCORDANCE WITH THE VIRGINIA PUE
INFORMATION ACT (FOIA).**

rm 1-003: ECOS Assessment

mments

oly with Yes, No, or Not Applicable (NA) response. It is expected that there will be
bjective is being met. This will help assist with streamlining the process.

ervice/product name.

Approved PGR#

ssment does not automatically constitute an approval, nor will the latter constitute

onment Information Security Standard", as the security standard contains both
nts that typically raise concerns from the Vendor and/or VITA.
onwealth Security Standards located at

submit copies of the supporting policies or procedures or screen grabs of the
here applicable.

urrent date that you have read and understand the above 'Note' and all of the

the right of this statment, the Supplier is stating there is data or other
ionnaire that is a trade secret or proprietary and thus invokes the
2.2-4342 (F).
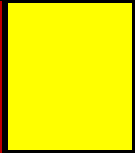
ection is necessary below:

_____

_____ .

N THIS ECOS ASSESSMENT QUESTIONNAIRE BEING SUBJECT TO RELEASE
BLIC PROCUREMENT ACT (VPPA) AND THE VIRGINIA FREEDOM OF

SEC 525 Mapping Document for SaaS Control Group	CGID	525 CID	525 Mapping	Control Specification	Assessment Question	WR Number			RITMxxxxxxx
						Assessment Response			
						Yes	No	N/A	Explanation of response
Cloud Classification & Configuration	CCC-1	CCC-1.0	EC -1	Ensures appropriate information security guards are established.	Is the cloud solution you are proposing a Software as a Service, Platform as a Service, or Infrastructure as a Service Delivery Model				
Cloud Classification & Configuration	CCC-2	CCC-2	EC - 2	Establishing, monitoring, and operating IT systems in a manner consistent with COV Information Security policies and standards	Are you offering Public, Private or government cloud? Please describe the solution support model.				
Access Control: *Policies & Procedures*	ACP-1	ACP-1.1	AC-1	Develops, documents, and disseminates to all organization personnel, contractors, and service providers with a responsibility to implement access controls:	Does the provider have access control policies and procedures that are reviewed and/or updated at least annually or required due to environmental changes? *(Please provide supporting artifact)*				
		ACP-2.1		User access policies and procedures shall be established, and supporting business processes and technical measures implemented, for restricting user access as per defined segregation of duties to address business risks associated with a user-role conflict of interest.	Does the solution have the capability to identify and select the following types of accounts: Individual, group, System, Service, Application, Guest/anonymous and temporary?				
		ACP-2.2			Does the provider have the capability to segment and identify administrative accounts by tenant?				
		ACP-2.3			Are controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only?				
		ACP-2.4			Does provider document how access to tenant data is granted and approved?				
		ACP-2.5			Is timely deprovisioning, revocation or modification of user access to the organizations systems, information assets and data implemented upon any change in status of employees, contractors, customers, business partners or involved third parties?				
		ACP-2.6			Do you provide tenants with documentation on how segregation of duties within proposed cloud service offering are maintained? Please provide copy of procedure(s)				
Access Control - Account									

Access Control - Account Management	ACP-2	ACP-2.7	AC-2	Control Enhancements for Sensitive Systems Removal of Temporary/Emergency Accounts.	Does the provider or solution automatically terminate temporary and emergency accounts after a predetermined period which is not to exceed 30-days in accordance with sensitivity and risk? Please provide copy of procedure(s)				
					Do you provide open encryption methodologies (3.4ES, AES, etc.) to tenants in order for them to protect their data if it is required to move through public networks (e.g., the Internet)?				
					Do you require at least annual certification of entitlements for all system users and administrators (exclusive of users maintained by your tenants)?				
					If users are found to have inappropriate entitlements, are all remediation and certification actions recorded/documented? If different actions are taken for Admin and User Accounts, please provide information on both.				
		ACP-2.8		Disable Inactive Accounts	Does the provider or solution automatically disable inactive accounts after 90 consecutive days of non-use?				
		ACP-2.9		Inactivity logout	Does the solution logout users automatically when the session inactivity time has exceeded 30 minutes?				
Access Control - Access Enforcement	ACP-3	ACP-3.1	AC-3	The information system enforces approved authorizations for logical access to information and system resources in accordance with applicable access control policies.	Are policies and procedures established for labeling, handling and the security of data and objects that contain data?				
Access Control - Separation of Duties	ACP-4	ACP-4.1	AC-5	User access policies and procedures shall be established, and supporting business processes and technical measures implemented, for restricting user access as per defined segregation of duties to address business risks associated with a user-role conflict of interest.	Are controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only? Provide documentation on controls in place to prevent unauthorized access.				
					Are controls in place to prevent unauthorized access to tenant application, program or object source code, and assure it is restricted to authorized personnel only? Provide documentation on controls in place to prevent unauthorized access.				
		ACP-5.1		The organization employs the principle of least privilege, allowing only authorized accesses for users (or processes acting on	Do you document how you grant and approve access to tenant data? Please procedure for doing this.				

Access Control - Least Privilege	ACP-5	ACP-5.2	AC-6	behalf of users) which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.	Do you have a method of aligning provider and tenant data classification methodologies for access control purposes?				
		ACP-5.3			Will you share user entitlement remediation and certification reports with your tenants, if inappropriate access may have been allowed to tenant data?				
Access Control - Unsuccessful Logon Attempts	ACP-6	ACP-6.1	AC-7	Enforces a limit of 3 consecutive invalid logon attempts by a user during a 15 minute period;	Do you allow tenants/customers to define password and account lockout policies for their accounts? Provide system password requirements and policies.				
		ACP-6.2		Automatically locks the account/node for a minimum of a 30 minute period when the maximum number of unsuccessful attempts is exceeded.	Do you support password (minimum length, age, history, complexity) and account lockout (lockout threshold, lockout duration) policy enforcement? Please provide policies for both standard and admin accounts.				
		ACP-6.3		Password Policy must meet or exceed current password policy defined in SEC 501.	Do you support tenant defined password complexity policies? Specify your password length and complexity requirements in the notes field				
Awareness and Training - Policy and Procedures	ATP-1	ATP-1.1	AT-1 AT-2 AT-2-COV AT-3 AT-4	Employment agreements shall incorporate provisions and/or terms for adherence to established information governance and security policies and must be signed by newly hired or on-boarded workforce personnel (e.g., full or part-time employee or contingent staff) prior to granting workforce personnel user access to corporate facilities, resources, and assets.	Do you specifically train your employees regarding their specific role and the information security controls they must fulfill? *(Please provide supporting artifact)*				
		ATP-1.2			Do you document employee acknowledgment of training they have completed?				
		ATP-1.3			Are all personnel required to sign NDA or Confidentiality Agreements as a condition of employment to protect customer/tenant information?				
		ATP-1.4			Is successful and timely completion of the training program considered a prerequisite for acquiring and maintaining access to sensitive systems?				
		ATP-1.5			Are personnel trained and provided with customer defined awareness programs at least once a year?				
		AUC-1.1		Audit plans shall be developed and maintained to address business process disruptions. Auditing plans shall focus on reviewing the effectiveness of the implementation of security operations. All audit activities must be agreed upon prior to executing any audits.	Do you produce audit assertions using a structured, industry accepted format (e.g., Cloud Audit/A6 URI Ontology, Cloud Trust, SCAP/CYBEX, GRC XML, ISACA's Cloud Computing Management Audit/Assurance Program, etc.)? *(Please provide supporting artifact)*				
		AUC-1.2			Are your audits performed at least annually? if no, please describe in the comments section.				

Audit and Control -Audit and Accountability	AUC-1	AUC-1.3	AU-1	Independent reviews and assessments shall be performed at least annually to ensure that the organization addresses nonconformities of established policies, standards, procedures, and compliance obligations.	Do you allow tenants to view your SOC2/ISO 27001 or similar third-party audit or certification reports?			
		AUC-1.4			Do you conduct network penetration tests of your cloud service infrastructure regularly as prescribed by industry best practices and guidance?			
		AUC-1.5			Do you conduct application penetration tests of your cloud infrastructure regularly as prescribed by industry best practices and guidance?			
		AUC-1.6			Are the results of the penetration tests available to tenants at their request?			
		AUC-1.7			Are the results of internal and external audits available to tenants at their request?			
Audit and Control: *Audit Events*	AUC-2	AUC-2.1	AU-2	An event is any observable occurrence in an organizational information system. Organizations identify audit events as those events which are significant and relevant to the security of information systems and the environments in which those systems operate in order to meet specific and ongoing audit needs.	Is the solution capable of auditing the following events? Successful and unsuccessful account logon events, account management events, object access, policy change, privilege functions, process tracking, and system events.			
		AUC-2.2		Audit events on Web Applications	Is the solution capable of auditing the following events, for Web applications? All administrator activity, authentication checks, authorization checks, data deletions, data access, data changes, and permission changes.			
Audit and Control: Audit Review, Analysis, and Reporting	AUC-3	AUC-3.1	AU-6	Audit Review, Analysis, and Reporting	Is the solution capable of automated mechanisms to centrally review, analyze and correlate audit and log records from multiple components of the solution to support organizational processes for investigation, alerting and response to suspicious activities? is the information available to your tenants?			
Audit and Control:	AUC-4	AUC-4.1	AU-11		Is the solution capable of maintaining all audit records in accordance with commonwealth record retention policies found at the following URL? http://www.lva.virginia.gov/agencies/records/			
		CAA-1.1		Risk assessments associated with data governance requirements shall be conducted at planned intervals and shall consider the following: • Awareness of where sensitive data is stored and transmitted across applications,	Do you provide security control health data in order to allow tenants to implement industry standard Continuous Monitoring (which allows continual tenant validation of your physical and logical control status)?			

Control Assessment and Authorization	CAA-1		CA-1 CA-3 CA-7	databases, servers, and network infrastructure • Compliance with defined retention periods and end-of-life disposal requirements • Data classification and protection from unauthorized use, access, loss, destruction, and falsification	Do you conduct risk assessments associated with data governance requirements at least once a year?			
		CAA-1.2						
Configuration Management - Policy and Procedures	CMP-1	CMP-1.1	CM-1	Organization shall follow a defined quality change control and testing process (e.g., ITIL Service Management) with established baselines, testing, and release standards which focus on system availability, confidentiality, and integrity of systems and services	Do you provide your tenants with documentation that describes your quality assurance process? *(Please provide supporting artifact)*			
		CMP-1.2			Is documentation describing known issues with certain products/services available?			
		CMP-1.3			Are there policies and procedures in place to triage and remedy reported bugs and security vulnerabilities for product and service offerings? Are tenants provided with documentation on remedied issues?			
		CMP-1.4			Are mechanisms in place to ensure that all debugging and test code elements are removed from released software versions? Are there technical controls in place to prevent?			
	CMP-2	CMP-1.1	CM-2 CM-2-COV CM-3 CM-3-COV CM-7	The organization develops, documents, and maintains under configuration control, a current baseline configuration of the information system.	Do you have a capability to continuously monitor and report the compliance of your infrastructure against your information security baselines?			
		CMP-1.2			Do you have controls in place to restrict and monitor the installation of unauthorized software onto your systems?			
		CMP-1.3			Can you provide evidence that the proposed solution adheres to a security baseline, which is based on least functionality?			
		CMP-1.4			Are all changes to proposed solution authorized according to change management policies?			
		CP-1.1		A consistent unified framework for business continuity planning and plan development shall be established, documented, and adopted to ensure all business continuity plans are consistent in addressing priorities for testing, maintenance, and information	Do you provide tenants with geographically resilient hosting options? *(Please provide locations)*			
		CP-1.2			Do you provide tenants with infrastructure service failover capability to other providers?			

Contingency Planning - Information System backup	CP-1	CP-1.3	CP-2 CP4 CP-6 CP-7 CP-9 CP-9-COV CP-10 SA-9-COV	security requirements. Requirements for business continuity plans include the following: • Defined purpose and scope, aligned with relevant dependencies • Accessible to and understood by those who will use them • Owned by a named person(s) who is responsible for their review, update, and approval • Defined lines of communication, roles, and responsibilities • Detailed recovery procedures, manual work-around, and reference information • Method for plan invocation	Are business continuity plans subject to test at planned intervals or upon significant organizational or environmental changes to ensure continuing effectiveness?			
		CP-1.4			Can the solution provide and maintain a backup of commonwealth data that can be recovered in an orderly and timely manner within a predefined frequency consistent with recovery time and recovery point objectives?			
		CP-1.5			Can the solution store a backup of commonwealth data, at least daily, in an off-site "hardened" facility, located within the continental United States, maintaining the security of commonwealth data?			
		CP-1.6			Can the solution partition, in aggregate for this proposal, all commonwealth data submitted into the solution by the data owner in such a manner that it will not be impacted or forfeited due to E-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain records, information or commonwealth data for reasons or activities that are not directly related to the business of the data owner?			
Identification and Authentication; Organizational Users	IDA-1	IDA-1.1	IA-1	Vendor should have An identification and authentication policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance	Does your management provision the authorization and restrictions for user access (e.g., employees, contractors, customers (tenants), business partners and/or suppliers) prior to their access to data and any owned or managed (physical and virtual) applications, infrastructure systems and network components? *(Please provide supporting artifact)*			
		IDA-1.2						
		IDA-1.3		Procedures to facilitate the implementation of the identification and authentication policy and associated identification and authentication controls	Do you require at least annual updates and reviews of your access policies for all system users and administrators (exclusive of users maintained by your tenants)?			
		IDA-1.1		Internal agency or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures: • Identity trust verification and service-to-	Do you support use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service?			
		IDA-1.2			Do you support identity federation standards (SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?			

Identification and Authentication; Authenticator Management	IDA-2	IDA-1.3	IA-2 IA-2-COV IA-5	service application (API) and information processing interoperability (e.g., SSO and Federation) • Account credential lifecycle management from instantiation through revocation • Account credential and/or identity store minimization or re-use when feasible • Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expireable, non-shared authentication secrets)	Do you have an identity management system (enabling classification of data for a tenant) in place to enable both role-based and context-based entitlement to data?			
		IDA-1.4			Do you provide tenants with strong (multifactor) authentication options (digital certs, tokens, biometrics, etc.) for user access?			
		IDA-1.5			Do you allow tenants to use third-party identity assurance services?			
		IDA-1.6			Do you support password (minimum length, age, history, complexity) and account lockout (lockout threshold, lockout duration) policy enforcement?			
		IDA-1.7			Do you support the ability to force password changes upon first logon?			
		IDA-1.8			Do you have mechanisms in place for unlocking accounts that have been locked out (e.g., self-service via email, defined challenge questions, manual unlock)?			
Incident Response	IR-1	IR-1.1	IR-4 IR-5 IR-6	Identify immediate mitigation procedures, including specific instructions, based on information security incident categorization level, on whether or not to shut down or disconnect affected IT systems. Establish procedures for information security incident investigation, preservation of evidence, and forensic analysis.	Do you have a documented security incident response plan? *(Please provide supporting artifact)*			
		IR-1.2			Do you integrate customized tenant requirements into your security incident response plans?			
		IR-1.3			Do you publish a roles and responsibilities document specifying what you vs. your tenants are responsible for during security incidents?			
		IR-1.4			Have you tested your security incident response plans in the last year?			
		IR-1.5		The organization tracks and documents information system security incidents.	Do you monitor and quantify the types, volumes and impacts on all information security incidents?			
		IR-1.6			Will you share statistical information for security incident data with your tenants upon request?			
		IR-1.7		Requires personnel to report suspected security incidents to the organizational incident response capability within 24 hours from when the agency discovered or should have discovered their occurrence; and Reports security incident information to designated authorities.	Do you have a defined and documented incident notification process for reporting suspected security incidents within 24 hours?			
		IR-1.8			Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting?			
		IR-1.9			Do you maintain liaisons and points of contact with local authorities in accordance with contracts and appropriate regulations?			

		IR-1.10			Do you enforce and attest to tenant data separation when producing data in response to legal subpoenas?				
System Maintenance Policy and Procedures	MA-5	MA-5.1	MA-5 MA-5-COV	Establishes a process for maintenance personnel authorization and maintains a list of authorized maintenance organizations or personnel.	Do you have a documented process for maintenance personnel?				
				The organization shall develop and publish a maintenance personnel policy that requires all system/service maintenance and support be performed by United States citizens or individuals with a valid H1B visa.	Can you attest to the fact that system/service maintenance and support will be performed by United States citizens or individuals with a valid H1B visa?				
Media Protection Policy and Procedures: *Media Sanitization*	MPP-1	MPP-1.1	MP-6 MP-6-COV	Policies and procedures shall be established with supporting business processes and technical measures implemented for the secure disposal and complete removal of data from all storage media, ensuring data is not recoverable by any computer forensic means.	Do you support secure deletion (e.g., degaussing/cryptographic wiping) of archived and backed-up data as determined by the tenant?				
		MPP-1.2			Does supplier meet all data disposal requirements as outlined in the current Removal of Commonwealth Data from Electronic Media Standard (SEC514-04)?				
Physical and Environmental Protection: Physical Access Authorizations	PEP-1	PEP-1.1	PE-2(1) PE-2(3)	The organization authorizes physical access to the facility where the information system resides based on position or role.	Can you provide a published procedure for exiting the service arrangement, including assurance to sanitize all computing resources of tenant data once a customer has exited your environment or has vacated a resource?				
Physical and Environmental Protection: *Physical Access Control*	PEP-2	PEP-2.1	PE-3	Ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises shall be monitored, controlled and, if possible, isolated from data storage and processing facilities to prevent unauthorized data corruption, compromise, and loss.	Do you restrict physical access to information assets and functions by users and support personnel?				
		PEP-2.2			Are ingress and egress points, such as service areas and other points where unauthorized personnel may enter the premises, monitored, controlled and isolated from data storage and process?				
Physical and Environmental Protection:	PEP-3	PEP-3.1	PE-18-COV SA-9-COV	All information system components and services remain within the continental United States.

All physical components associated with an information system or service classified as sensitive with respect to confidentiality or integrity must be housed within the same storage location dedicated for the exclusive use of the organization and are clearly marked. | Do you allow tenants to define acceptable geographical locations for data routing or resource instantiation? | | | | |
					Can you attest to the fact that commonwealth data will remain within the continental United States?				
		PEP-3.2			Can you provide the physical geographical location of the storage in advance for a tenants data?				
		PEP-3.3			Can you provide the physical geographical location of a tenants data upon request?				

Physical Location		PEP-3.4	SA-9-COV-1	Each hypervisor can only host one tier of the application architecture and no hypervisor may host the application interface and the data storage component for any information system, even if the components in question do not interact within the same information system.	Can you ensure that data does not migrate beyond a defined geographical residency?			
		PEP-3.5			Do you have the capability to restrict the storage of customer data to specific countries or geographic locations?			
		PEP-3.6			Does the solution have the capability to set affinity on tiered systems, no one hypervisor can host the application and the data storage?			
System and Information Integrity: *Vulnerability / Patch Management (Flaw Remediation)*	SII-1	SII-1.1	SI-2 RA-5 RA-5-COV	Policies and procedures shall be established, and supporting processes and technical measures implemented, for timely detection of vulnerabilities within organizationally-owned or managed applications, infrastructure network and system components (e.g., network vulnerability assessment, penetration testing) to ensure the efficiency of implemented security controls. A risk-based model for prioritizing remediation of identified vulnerabilities shall be used. Changes shall be managed through a change management process for all vendor-supplied patches, configuration changes, or changes to the organization's internally developed software. Upon request, the provider informs customer (tenant) of policies and procedures and identified weaknesses especially if customer (tenant) data is used as part the service and/or	Do you conduct network-layer vulnerability scans regularly as prescribed by industry best practices? *(Provide the frequency)*			
		SII-1.2			Do you conduct application-layer vulnerability scans regularly as prescribed by industry best practices? *(Provide the frequency)*			
		SII-1.3			Do you conduct local operating system-layer vulnerability scans regularly as prescribed by industry best practices? *(Provide the frequency)*			
		SII-1.4			Will you make the results of vulnerability scans available to tenants at their request?			
		SII-1.5			Do you have a capability to rapidly patch vulnerabilities across all of your computing devices, applications and systems?			
		SII-1.6			Will you provide your risk-based systems patching time frames to your tenants upon request?			
System and Information Integrity: *Malicious Code protection*	SII-2	SII-2.1	SI-3 SI-3-COV	Policies and procedures shall be established, and supporting business processes and technical measures implemented, to prevent the execution of malware on organizationally-owned or managed user end-point devices (i.e., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.	Does the provider ensure that they will utilize industry standard malware protection, incorporating both signature and non-signature-based detection mechanisms, on all systems with access to commonwealth data?			
		SII-2.1			Does the provider ensure that malware protection will be centrally managed and receive regular automatic updates to malicious code protection mechanisms and data files from the software vendor?			
System and Communications		SCP-01.1		Policies and procedures shall be established, and supporting business processes and technical measures implemented, for the use of encryption protocols for protection of sensitive data in storage (e.g., databases) and data in transmission (e.g., system interfaces, over public networks, and electronic messaging) as per applicable legal	Does the provider ensure that the solution will utilize industry standard firewalls regulating all data entering the internal data network from any external source which will enforce secure connections between internal and external systems and will permit only authorized data to pass through?			

Protection: *Boundary Protection*	SCP-1		SC-7	electronic messaging) as per applicable legal, statutory, and regulatory compliance obligations.	Does the offeror ensure that external connections incorporated into the solution have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by offeror?				
		SCP-01.2							
System and Communications Protection; *Encryption*	SCP-2	SCP-02.1	SC-1 SC-8 SC-8-COV SC-23 SC-28		Do you encrypt tenant data at rest (on disk/storage) within your environment?				
		SCP-02.2			Do you use encryption for storing and transmitting email attachments?				
		SCP-02.3			Do you leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances?				
		SCP-02.4			Do you support tenant-generated encryption keys or permit tenants to encrypt data to an identity without access to a public key certificate (e.g., identity-based encryption)?				
		SCP-02.5			Do you have documentation establishing and defining your encryption management policies, procedures and guidelines?				
Systems and Communication Protection; *Cryptographic Key Establishment and Management*	SCP-3	SCP-3.1	SC-12 SC-12-COV SC-13 SC-13-COV	The organization establishes and manages cryptographic keys for required cryptography employed within the information system in accordance with the organization-defined requirements for key generation, distribution, storage, access, and destruction. Platform and data appropriate encryption (e.g., AES-256) in open/validated formats and standard algorithms shall be required. Keys shall not be stored in the cloud (i.e. at the cloud provider in question), but maintained by the cloud consumer or trusted key management provider. Key management and key usage shall be separated duties.	Do you have platform and data appropriate encryption that uses open/validated formats and standard algorithms?				
		SCP-3.2			Do you support encryption keys being solely maintained by the cloud consumer or a trusted key management provider?				
		SCP-3.3			Do you store encryption keys in the cloud?				
		SCP-3.4			Do you have separate key management and key usage duties?				

				Production data shall not be replicated or used in non-production environments. Any use of customer data in non-production environments requires explicit, documented approval from all customers whose data is affected, and must comply with all legal and regulatory requirements for scrubbing of sensitive data elements.	Do you have procedures in place to ensure production data shall not be replicated or used in non-production environments?				
Data Security & Information Lifecycle Management *Nonproduction Data*	DS-01	DS-01.1	SA-11						
VITA Governance - Portability Requirements									
Interoperability & Portability *APIs*	IPY-01	IPY-01	ECOS -1	The provider shall use open and published APIs to ensure support for interoperability between components and to facilitate migrating applications.	Do you publish a list of all APIs available in the service and indicate which are standard and which are customized?				
Interoperability & Portability *Data Request*	IPY-02	IPY-02	ECOS -2	All structured and unstructured data shall be available to the customer and provided to them upon request in an industry-standard format (e.g., .doc, .xls, .pdf, logs, and flat files).	Is customer data (Structured & Unstructured) available on request in an industry-standard format (e.g., .doc, .xls, or .pdf)?				
Interoperability & Portability *Policy & Legal*	IPY-03	IPY-03.1	ECOS -3	Policies, procedures, and mutually-agreed upon provisions and/or terms shall be established to satisfy customer (tenant) requirements for service-to-service application (API) and information processing interoperability, and portability for application development and information exchange, usage, and integrity persistence.	Do you provide policies and procedures (i.e. service level agreements) governing the use of APIs for interoperability between your service and third-party applications?				
		IPY-03.2	ECOS -4		Do you provide policies and procedures (i.e. service level agreements) governing the migration of application data to and from your service?				
Interoperability & Portability *Standardized Network Protocols*	IPY-04	IPY-04.1	ECOS - 5	The provider shall use secure (e.g., non-clear text and authenticated) standardized network protocols for the import and export of data and to manage the service, and shall make available a document to consumers (tenants) detailing the relevant interoperability and portability standards that are involved.	Can data import, data export and service management be conducted over secure (e.g., non-clear text and authenticated), industry accepted standardized network protocols?				
		IPY-04.2	ECOS - 6		Do you provide consumers (tenants) with documentation detailing the relevant interoperability and portability network protocol standards that are involved?				
Interoperability & Portability *Virtualization*	IPY-05	IPY-05.1	ECOS - 7	The provider shall use an industry-recognized virtualization platform and standard virtualization formats (e.g., OVF) to help ensure interoperability, and shall have documented custom changes made to any hypervisor in use, and all solution-specific virtualization hooks, available for customer review.	Do you use an industry-recognized virtualization platform and standard virtualization formats (e.g.., OVF) to help ensure interoperability?				
		IPY-05.2	ECOS - 8		Do you have documented custom changes made to any hypervisor in use, and all solution-specific virtualization hooks available for customer review?				

Security Framework - Organizational Security Framework	SF -01	SF-01.1	ECOS - 9	Design, acquisition, implementation, configuration, modification, and management of infrastructure and software are consistent with defined processing integrity and related security policies.	What Security Framework do you follow (.i.e. NIST, , ISO/IEC 27001, etc...,)?				

Attachment 13 - SWaM Procurement and Subcontracting Form

This Appendix will become an Exhibit to the Contract.

Supplier must complete and submit a Small Business ("**SWaM**") Subcontracting Plan using this template.

In order for a Supplier's Small Business Subcontracting Plan to be awarded points for the SWaM Participation evaluation criterion, either Supplier or Supplier's proposed subcontractor(s) must hold an active State of Virginia Department of Small Business and Supplier Diversity ("**DSBSD**") SWaM certification prior to the due date and time for receipt of proposals. This includes small women, small minority, or service disabled veteran-owned businesses when they have received DSBSD small business certification.

Supplier Name: _____

Preparer Name: _____   **Date:** _____

Instructions:

1. If Supplier is certified by DSBSD as a small business or as a micro business, complete only **Section A** of this form.

    Suppliers that are DSBSD certified small or as a micro businesses will receive the maximum available points for the SWaM Participation evaluation criterion.

2. If Supplier is not a DSBSD certified small or micro business but plans to utilize DSBSD certified small or micro business subcontractor (s) in performing the requirements of the contract, complete **Section B** of this form.

    For the Supplier to receive points for the SWAM Participation evaluation criterion, the Supplier shall state the amount of the overall spend utilization commitment percentage that will be directly with SWAM subcontractors in performing the Requirements of the contract. Points will be scaled based on commitment percentage amount.

3. If Supplier is not a DSBSD certified small or micro business and does not plan to utilize DSBSD certified small or micro business subcontractor(s) in performing the requirements of the contract, please so state: _____

    Suppliers that are not certified small businesses and do not plan to use certified small business subcontractors will not receive any points for the SWAM Participation evaluation criterion.

Section A
If your firm is certified by the Department of Small Business and Supplier Diversity, provide your certification number and the date of certification. Supplier must include a copy of DSBSD certification with its proposal:

Certification number: _____ ___ _____   Certification Date: _____ _____ _____

Section B

Populate the table below to show Supplier's overall commitment percentage that will be directly spent with SWAM subcontractors in performing the Requirements of the contract. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. This shall not exclude DSBSD-certified micro businesses or women, minority, or service disabled veteran-owned businesses when they have received the DSBSD small business certification. Note: this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

SUPPLIERS MUST PROVIDE UTILIZATION COMMITMENT PERCENTAGES IN ORDER TO RECEIVE POINTS. IN CASE OF INCONSISTENCY OF LINE ITEM AND TOTAL, TOTAL WILL BE USED.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address DSBSD Designation and Certificate #	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement	Spend utilization commitment percentage

SWaM Total Commitment Percentage: Please state here the total spend commitment percentage for DSBSD-certified SWaM businesses directly performing the Requirements of this Contract	

Attachment 14 - Vendor Conflict of Interest Form

All vendors interested in conducting business with the Supreme Court of Virginia ("SCV") must complete and return the Vendor Conflict of Interest Disclosure Form to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the SCV's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a SCV official or employee, an immediate family member of a SCV official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No SCV official or employee or SCV employee's immediate family member has an ownership interest or is an officer or director in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated SCV official or employee who has been retired or separated from the SCV for less than one (1) year has an ownership interest in vendor's Company.
3. No SCV employee or member of their immediate family is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any SCV employee or member of their immediate family or elected official to obtain or maintain a contract.
5. Vendor agrees that all communication regarding this RFP will be directed to the Procurement Administrator/Gartner?
6. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure*	
Name of the SCV employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	( ) Relationship to employee _____ ( ) Interest in vendor's company _____ ( ) Other _____

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the SCV, vendor will be exempt from doing business with the SCV.

I certify that the information provided is true and correct by my signature below:

_____   _____   _____
Signature of Vendor Authorized Representative   Date   Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

☐	Yes, named employee was involved in Bid / Proposal process.
☐	No, named employee was not involved in procurement process or decision.

Attachment 15: Service Level Requirements (SLR)

Table of Contents
0. Instructions
A. SLRs

Introduction

This Schedule outlines the circumstances under which the Supplier will be subject to the performance standards outlined in the Service Level Requirements (SLRs), including remedies in the case that the SLRs are not met. The remedies (as defined in this attachment) have been designed to encourage the consistent and timely delivery of service and value to SCV. Fee reductions are not intended to compensate SCV for damages, but rather to reimburse SCV the value of the diminished services actually delivered, and to provide incentive to the Supplier to achieve the Agreement's stated objectives and focus on SCV's critical needs.

For the purposes of this schedule, "failure", shall mean (a) with respect to any SLR, the failure to meet the specified performance target for the SLR for the applicable measurement period. This document describes the methodologies associated with measurement of and reporting on the results achieved with regards to the service levels defined below. It sets out remedies for critical service level failures and describes the way relating to measured services and service-level requirements may be changed or established. The Supplier shall be responsible for measuring, reporting and performing a root cause analysis for any failure to attain the performance target. This root cause analysis shall be provided to SCV within 5 business days of the reported failure and include actions (with completion dates) to prevent recurrence of the failure.

Definitions

Service-Level Requirements (SLRs) / Performance Standard	Each SLR set forth in this document identifies key performance measures that will be used to evaluate the Supplier's delivery of the requested Solution/Services. The overriding goal in developing SLRs (and/or OLAs) is to support SCV's desire to manage the Supplier's services by monitoring and measuring performance on SCV's critical business requirements. SCV expects continuous improvement in the Supplier's Services and expects to review SLRs at least annually as part of the business review and adjust the SLRs based on performance against performance standards identified on Tab A to reflect such continuous improvement in the Supplier's provision of Services. In no event, unless mutually agreed, will the service levels or the fee reductions set forth herein be reduced below the levels at which they are set on the effective date.
Measurement and Measurement Period	Service levels pertaining to implementation of the Solution/Services will begin to be measured no later than 30 business days following commencement of the project. All other service levels will begin to be measured immediately following the end of the Warranty/Hypercare Period. All SLAs will be measured every thirty (30) days, unless otherwise specified in the SLR in Tab A. Measurement period means the time during which a service level is to be measured. If the "measurement period" is designated as "monthly," it shall mean the period commencing 12:00 a.m. on the first day of each month and ending 12:00 a.m. on the first day of the following month and if the "measurement window" is designated as "annually," it shall mean the period commencing 12:00 a.m. on the first day of each contract year and ending 12:00 a.m. on the first day of the following contract year.
Target Service Level	Target Service Level is the expected service level related to the performance standard, which will be the baseline for determining Supplier's service quality.
Remedy	Unless otherwise specified, any remedies assessed by SCV shall be due and payable to SCV no less than thirty (30) calendar days after Supplier's receipt of the notice of remedies owed, and if payment is not made by the due date, the amount of said remedies may be withheld from future payments by SCV without further notice. The Supplier shall be liable for all remedies imposed by SCV. Any dispute between the Supplier and any provider/subcontractor regarding responsibility for any events giving rise to the imposition of the remedies shall not relieve the Supplier of their liability for said remedies. Upon termination of this contract, any unpaid remedies will be paid to SCV within thirty (30) calendar days of termination. In addition to the remedies outlined in the SLR's Table, SCV may exercise all available rights and remedies under law and equity.
Supplier Response	Supplier to provide a response indicating Agreement or Disagreement with the stated SLR
Comments	Supplier to provide comments in case of Disagreement explaining the rationale and/or proposing alternative method to measure each SLR, service level targets, or remedies.

Supreme Court of Virginia ERP Solution and Services Selection - Service Level Requirements (SLRs)

Supplier Name	

SLR #	Category	SLR / Performance Standard	Measurement	Measurement Period	Target Service Level	Remedy	Supplier Response (Agree/Disagree)	Comments
1	Implementation	Timely Completion of Project Milestones Timely Completion= Actual date that a project Milestone is submitted to SCV for acceptance "Actual Delivery Date" as compared to the planned delivery date for that non-critical path milestone set forth in the then-current approved, baseline schedule ("Planned Delivery Date")	Actual Delivery Date is later than the Planned Delivery Date	Monthly during implementation	100%	$5,000 per week beginning with the first day Milestone is late		
2	Implementation	Timely Delivery of Project Deliverables Actual date that a Deliverable is submitted to SCV for acceptance "Actual Delivery Date" as compared to the planned delivery date for that deliverable set forth in the then-current approved, baseline schedule ("Planned Delivery Date")	Actual Delivery Date is later than the Planned Delivery Date	Monthly during implementation	100%	$5,000 per week beginning with the first day Deliverable is late		
3	Implementation	Correction of incomplete or unacceptable Deliverables Supplier shall correct any Non-conformities that are identified by SCV to Supplier in writing and re-submit the Deliverable for re-review within seven (7) business days (or such other period of time as agreed by SCV and Supplier per order or SOW) of receipt of the applicable notice of Non-Conformities	Actual re-submission date exceeds seven (7) business days	Monthly during implementation	95%	5% Monetary Credit on the Invoice amount associated with the Deliverable		
4	Implementation	System Configuration System Configuration = Total number of requirements and/or use cases implemented via configuration without the need for extensions/customization/3rd party solution as compared to the number of requirements specified as 'Configuration' in the Proposal Response to Attachments 5 and 6.	Proposed vs Actual number of requirements and/or use cases that can be met via Configuration only.	Prior to end of Design phase	100%	Supplier to implement the extension/customization at no additional cost to SCV		
5	Implementation	Test Coverage Test Coverage = Total number of requirements from the requirements traceability matrix which has test cases associated with them	The number or percentage of requirements that don't have a corresponding test case	Prior to commencement of Testing phase	100%	$1,000 per requirement that does not have coverage (unless mutually agreed between Supplier and SCV)		
6	Implementation	Accuracy of Defect Categorization Parameter used to measure the percentage of inaccurate defects categorization in the defect tracking tool.	Number of defects incorrectly categorized as per the agreed upon severity guidelines vs number of defects opened/reopened during the measurement period.	Each Test Cycle/Phase	100%	$500 per defect categorized incorrectly		
7	Implementation	Defect Leakage Rate Parameter used to identify the efficiency of quality assurance (QA) testing. It measures the percentage of defects leaked from current testing stage to the subsequent stage.	# of Defects discovered during UAT divided by the sum of # of Defects found during SIT and # of Defects found during UAT.	End of UAT	10% or less	$1,000 for each defect identified in UAT beyond the target service level		
8	Implementation	Correction of User Acceptance Testing (UAT) defects Supplier shall correct and re-submit any defects identified by SCV during UAT within seven (7) business days of receipt of the applicable notice of such defects from SCV, after such time, SCV will re-test to confirm identified defects have been corrected.	Actual correction and resubmission of defect(s) exceeds seven (7) business days	During UAT	Zero (0)	$500 per occurrence Supplier fails to correct and resubmit unit integration testing defects within seven (7) business days		
9	Implementation	Key Personnel Resource Turnover Parameter used to measure the number of Key Personnel changes/turnover during the implementation period	Actually number of volunteer Key Personnel changes/turnover (does not include changes due to performance issues, resignations or personal emergencies)	Quarterly during implementation	Zero (0) with a not to exceed of 2 changes across the entire implementation period	$10,000 for each Key Personnel change/turnover in excess of 2 across the entire implementation period.		
10	Hypercare and AMS	Application Availability/Uptime Availability/Uptime = the total amount of time during the measurement period the application is expected to be available to users, less excusable downtime Availability/Uptime shall mean Twenty-four hours per day, seven days per week (24/7), 99.7% of the time, less excusable downtime (see Attachment 9 Section 11.A and/or Attachment 10 Section 12.A of the Contract for more information)	Availability= Uptime/ (Uptime + Downtime (excluding Excusable Downtime))* *Availability will be calculated based on total # of hours the System is running per month, and Downtime will be calculated based on the total # hours (less Excusable Downtime) that the System was unavailable to users So if the System is running for 200 hours/month, and the System experienced 15 hours of downtime (inexcusable), the following calculation would be used to determine total System Availability/month: 200/(200+15) 200/215= 0.93	Monthly	99.70%	If Availability of the System falls below 99.7% during the Measurement Period, Supplier shall credit SCV the following percentage of the total recurring service fees: 1.99.69-99%= 10% 2.98.99-98%= 25% 3.97.99-95%= 50% 4.Below 95%= 100% and at SCV's sole discretion, termination of the Contract		
11	Hypercare and AMS	Recovery Time Objective (RTO) RTO = the maximum amount of time the system can be down after an unexpected disaster, failure, or Force Majeure event occurs	Actual RTO time exceeds 12 hours	Per Event	100%	$10,000 per occurrence RTO exceeds 12hrs		

#	Category	SLR	Measurement	Period	Target	Service Credit		
12	Hypercare and AMS	Recovery Point Objective (RPO) RPO = the maximum amount of elapsed time in which the data might be lost after an unexpected disaster, failure, or Force majeure event occurs	Actual RPO time exceeds 1 hour	Per Event	100%	$10,000 per occurrence RPO exceeds 1hr		
13	Hypercare and AMS	Resolution Time/Severity 1 Incidents Resolution for Severity 1 incident will occur within two (2) hours of notification by user(s) Severity 1 Incident= Application down, all processing interrupted An Incident shall be categorized as a "Severity 1 Incident" if the Incident has the following attributes: the Incident (a) renders a business critical system, service, software, equipment, or network component unavailable, substantially unavailable, or seriously impacts normal business operations, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function	Total Sev 1 Incidents resolved within 2 hours divided by the total number of Sev 1 Incidents in the Measurement Period	Monthly	100.00%	$1,000 per occurrence the supplier fails to resolve the Severity 1 incident within 2 hours and an additional $10,000 for each day the incident remains unresolved.		
14	Hypercare and AMS	Resolution Time/Severity 2 Incidents Resolution for Severity 2 incident will occur within eight (8) hours of notification by user(s) Severity 2 Incident= Certain processing interrupted or malfunctioning, but Application is able to process An Incident shall be categorized as a "Severity 2 Incident" if the Incident has the following attributes: the Incident (a) does not render a business critical System, Service, Software, Equipment, or network component unavailable or substantially unavailable, but a function or functions are not available, substantially available, or functioning as they should, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function	Total Sev 2 Incidents resolved within 8 hours divided by the total number of Sev 2 Incidents in the Measurement Period	Monthly	100%	$1,000 per occurrence the supplier fails to resolve the Severity 2 incident within 8 hours and an additional $5,000 for each day the incident remains unresolved.		
15	Hypercare and AMS	Resolution Time/Severity 3 Incidents Resolution for Sev 3 incident will occur within forty eight (48) hours of notification by user(s) Severity 3 Incident= Minor intermittent malfunctioning, Application able to process data An Incident shall be categorized as a "Severity 3 Incident" if the Incident causes a group or individual to experience an issue with accessing or using a System, Service, Software, Equipment, or network component or a key feature thereof and a reasonable workaround is not available, but does not prohibit the execution of productive work.	Total Sev 3 Incidents resolved within 48 hours divided by the total number of Sev 3 Incidents in the Measurement Period	Monthly	100%	$500 per occurrence the supplier fails to resolve the Severity 3 incident within 48 hours.		
16	Hypercare and AMS	Incident Reopen Frequency This parameter is used to measure the number of incidents reopened within 3 business days of resolution	Total number of incidents reopened after resolution within 3 business days of resolution divided by the total number of incidents in the Measurement Period	Monthly	100%	$500 per occurrence an incident is reopened within 3 business days of resolution		
17	Hypercare and AMS	Solution Changes for Planned Releases This parameter is use to measure the Supplier's ability to implement planned updates to the Solution accurately	Accuracy – Planned Releases: 95% of Solution changes or updates (i.e., break/fix, configuration, enhancements, and patches) in planned releases are implemented correctly the first time.	Per Release	95%	The following service level credits will be incurred should service quality fall below 95%: Above 95%=0 94.99-90%=10% 89.99-85%=25% 84.99-80%=50%		
18	Hypercare and AMS	Solution Changes for Planned Releases This parameter is use to measure the Supplier's ability to implement planned updates to the Solution with downstream impacts of 5% or less	Downstream Impacts – Planned Releases: 95% of Solution changes (i.e., break/fix, configuration, enhancements, and patches) in planned releases do not cause other incidents.	Per Release	95%	The following service level credits will be incurred should service quality fall below 95%: Above 95%=0 94.99-90%=10% 89.99-85%=25% 84.99-80%=50%		
19	Hypercare and AMS	Solution Performance & Responsiveness This parameter is used to measure how the solution is functioning and how responsive the solution is to the user against pre-established baselines for up to 10 key read/write/batch transactions.	The response time for the most common requests to reach a user shall not exceed 3 seconds (including network).	Monthly	100%	$500 per occurrence the solution performance & responsiveness does not meet the target service levels		
20	Hypercare and AMS	Solution Performance & Responsiveness This parameter is used to measure how the solution is functioning and how responsive the solution is to the user against pre-established baselines for up to 10 key read/write/batch transactions.	The system completes an average of 99% of all online update transactions in under 5 seconds over any 60-minute period, during peak usage (including network).	Monthly	100%	$500 per occurrence the solution performance & responsiveness does not meet the target service levels		

21	Hypercare and AMS	Security Breach Notification This parameter is used to measure security incident information is communicated to designated authorities at SCV and VITA within 24 hours of occurrence or discovery	Time duration between security incident and/or breach discovered and SCV and VITA personnel being notified.	Monthly	100%	$5,000 per occurrence the notification is delayed beyond 24 hours		
22	Hypercare and AMS	Support Hours and Coverage - Technical Service Requests This parameter is used to measure the support hours and coverage for the services Technical Service Requests	24x7x365 assistance for technical service requests	Daily	100%	$500 per occurrence that the target service levels are not met		
23	Hypercare and AMS	Support Hours and Coverage - Non-Technical/Administrative Service Requests This parameter is used to measure the support hours and coverage for the services Non-Technical/Administrative Service Requests	8.00 - 17.00 local time for non-technical/administrative service requests	Daily	100%	$500 per occurrence that the target service levels are not met		
24	Hypercare and AMS	Support Hours and Coverage - Customer Support Portal and Live Telephone Support to log Service Requests This parameter is used to measure the support hours and coverage for the services Customer Support Portal and Live Telephone Support to log Service Requests	24x7x365 access to portal and telephone support for logging request	Daily	100%	$500 per occurrence that the target service levels are not met		
25	Hypercare and AMS	Service Level Reporting Timeliness Service Level Reporting Timeliness measures the Supplier's ability to deliver the Monthly Service Level Report on time	Monthly Service Level Report distributed electronically to SCV by the 10th calendar day of the month following the reporting month.	Monthly	No more than 1 error	$500 per occurrence that the target service levels are not met		
26	Hypercare and AMS	Service Level Reporting Accuracy Service Level Reporting Accuracy measures the Supplier's ability to deliver the Monthly Service Level Report accurate information	Monthly Service Level Report contains no more than 1 error	Monthly	No more than 1 error	$500 per occurrence that the target service levels are not met		
27	Hypercare and AMS	Progressively Strict Remedies Progressively strict remedies shall occur for failure to meet any performance standard outlined in this Attachment for three (3) consecutive measurement periods of the same service level failure	Failure to meet any performance standard outlined in this SLA for three (3) consecutive measurement periods of the same service level failure	Measurement Period immediately following the third consecutive Measurement Period of failure of a performance standard	The measurement period immediately following the third consecutive measurement period where the same service level failure occurs	Should Supplier fail to meet a performance standard for 3 consecutive measurement periods, Supplier will owe three (3) times the initial remedy for that performance standard		
28	Hypercare and AMS	Legislative Change Requests Completion Timelines: All Legislative changes will need to be tested and scheduled for install/go-live within 5 days of July 1 effective date of legislation changes requiring solution changes.	Legislative mandated changes should be Tested and Scheduled to be installed/go-live within 5 days of July 1 effective date	As Needed	100%	Time and Material. Requests with less than 45 days' notice and deployed by legislative due date of July 1, the Supplier will be awarded 2.5% increase over time costs related to the change. $10,000 per occurrence that the legislative mandated changes are not tested and scheduled to be installed within 5 days of July 1 effective date		
29	Implementation, Hypercare and AMS	Root Cause Analysis This parameter is used to ensure root cause analysis is completed for failure to meet any performance standard outlined in this Attachment and include actions (with completion dates) to prevent recurrence of the failure.	Duration	For each failure of performance standard	5 business days	$100 per occurrence where a root cause analysis is not included.		
30								
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Attachment 16: State Corporation Commission Form

Virginia State Corporation Commission ("SCC") registration information. **The Supplier:**

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Supplier in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Supplier's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel that accurately and completely discloses the undersigned Supplier's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

NOTE >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Exhibit 1: Scope & Capability Framework

Supreme Court of Virginia
RFP for Enterprise Resource Planning
Software and System Integration Services

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RESTRICTED

Human Capital Management

RESTRICTED

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Manage Human Capital

Administer HR

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- Manage Org., Positions, Job Descriptions, & Classifications
- Manage Workforce /Personnel Actions
- Manage HR Strategy & Planning
- Manage Workforce Voice & Engagement
- Manage & Deliver HR Communications

Manage HR Service Delivery

- Manage HR Policies & Procedures Guidance
- Manage HR Knowledge Base
- Manage HR Services Delivery Cases
- Manage HR Self-Service
- Manage HR Metrics, Reporting & Analytics
- Manage HR Digital Documents

Indicates Integration Need Only

Acquire Talent

- Manage Recruitment
- Manage Hiring (selection)
- Manage Onboarding (transition in)

Manage Workforce

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- Manage Skills, Qualifications & Competencies
- Manage Succession Plans
- Manage Learning & Training

Manage Employee Relations

- Manage Workforce Complaints / Grievances
- Manage Disciplinary Actions

HCM L1: Administer HR

Integration

Administer HR

| Manage Workforce /Personnel Information | Manage Org., Positions, Job Descriptions, and Classifications | Manage Workforce /Personnel Actions | Manage HR Strategy & Planning | Manage Workforce Voice and Employee Engagement | Manage and Deliver HR Communications |

#	L2 Capability	Definition
1	**Manage Workforce / Personnel Information**	Capture and manage employee setup and management of employee records / information throughout the employee life cycle, to include non-job-related employee details (e.g., personally identifiable information such as home addresses).
2	**Manage Org., Positions, Job Descriptions, and Classifications**	Manage employee classifications (e.g., exempt or nonexempt under Fair Labor Standards Act (FLSA)) based on job duties, the relationship between positions, the organizational structure and budget control/funding for positions, as well as manage job descriptions to support recruiting, upskilling, reskilling, and organizational design needs; position controls.
3	**Manage Workforce / Personnel Actions**	Capture and manage actions including change of position, termination, etc.. and manage notifications and verifications of actions and finalize to the employee record.
4	**Manage HR Strategy & Planning**	Develop, implement and maintain human capital strategies and plans, to include managing workforce strategy, recruiting employees, developing and counseling employees, managing employee relations, rewarding and retaining employees, redeploying and retiring employees, managing employee information, and managing employee communications.
5	**Manage Workforce Voice and Employee Engagement**	Collect, manage and action on employee feedback on improvements to the employee experience, as well as develop metrics and benchmarks for determining how well employees are participating in advancement/professional development. Manage critical aspects of the workforce to promote employee engagement, including voice of the employee.
6	**Manage and Deliver HR Communications**	Develop, send, and manage all communications templates, messages, schedules and delivery formats from HR to organizational employees and ensure transparency across the organization.

HCM L1: Acquire Talent

Acquire Talent

| Manage Recruitment | Manage Hiring (selection) | Manage Onboarding (transition in) |

#	L2 Capability	Definition
1	**Manage Recruitment**	Determine and handle job/position requests/requirements, recruit or source the candidates as per the requests/requirements to fill a vacant position and if applicable, reallocate/promote a current employee, track an applicant's progress through the application and process an applicant, as well as manage recruiting events and associated communications to talent pools.
2	**Manage Hiring (selection)**	Screen and select candidates, schedule and manage interviews of candidates, manage the extension of offers of employment to the most appropriate candidates, collect new hire documentation including background information, references and create the employee record.
3	**Manage Onboarding (transition in)**	Manage the process of employee arrival including set up of the employee record, assignment of assets, completion of employee checklist such as required paperwork, gathering of knowledge, and ensuring skills and behaviors are present to become effective organizational member.

HCM L1: Manage Total Rewards

Manage Total Rewards

| Manage and Administer Compensation | Manage and Administer Benefits | Manage and Administer Pension | Manage and Administer Rewards and Recognition |

#	L2 Capability	Definition
1	**Manage and Administer Compensation**	Manage annual and ad hoc compensation, determine job valuing (including market data), enable retention programs, record monetary incentive awards for all employees, track budget allocations and approvals for compensation decisions, and perform market analysis and administer pay.
2	**Manage and Administer Benefits**	Manage benefits plans, programs, and services, including the eligibility, enrollment and coverage for benefit plans (health/vision/Rx, EE/ER contributions), Health Savings Account (EE/ER contributions), dental, legal, identity theft, health and dependent care FSA, LTD (non-VRS Hybrid), Retiree Health/Dental, BEWell, COV457 plan, VRS (DB and DC)/VLDP/Hybrid Cash Match, Basic Life, Optional Life (Payroll)).
3	**Manage and Administer Pension**	Manage employee pension funds, calculate pension contributions during employee's employment period in support of employee retirement, and manage periodic payments.
4	**Manage and Administer Rewards and Recognition**	Set up programs to recognize and appreciate (e.g., kudos), reward (e.g., gift cards), and motivate employees on individual and/or group levels for accomplishments and/or performance that delivers outcomes beyond normal expectations and manage business rules associated with rewards (e.g., limitations on the volume of rewards allocated to employees or by managers in a specific time period).

HCM L1: Manage HR Service Delivery

Integration

Manage HR Service Delivery

Manage HR Policies and Procedures Guidance	Manage HR Knowledge Base	Manage HR Services Delivery Cases	Manage HR Self-Service	Manage HR Metrics, Reporting and Analytics	Manage HR Digital Documents

#	L2 Capability	Definition
1	**Manage HR Policies and Procedures Guidance**	Develop, manage and evaluate the policies, and procedures supporting HR service delivery and provide HR services and guidance to employees and/or managers on how to interpret HR policy.
2	**Manage HR Knowledge Base**	Collect, identify, implement and manage tools and procedures for HR knowledge management. Create and maintain a HR service support knowledge repository (e.g., collect and publish policies or benefits). Store, maintain, access, revise, and use knowledge to communicate HR services (e.g., FAQs, document repositories, search/query functionality).
3	**Manage HR Services Delivery Cases**	Administer intake of service requests, perform needs assessments, route the service requests to the appropriate area, and manage employee cases and service requests (e.g., ticketing).
4	**Manage HR Self-Service**	Provide the tools and information to enable users to service themselves (including employee self-service (ESS) and manager self-service (MSS)) to manage personnel related data, view assigned personnel data, and/or add/change data. Self-service and support is a blend of user-initiated interaction technologies that may include electronic records management systems, chat and knowledge bases.
5	**Manage HR Metrics, Reporting and Analytics**	Generate ad hoc and or pre-scheduled HR reports and analysis on employee/employment and related data. Capitalize on data warehouse and associated self-service reporting capabilities.
6	**Manage HR Digital Documents**	Manage the scanning, storage, processing and extraction of digital documents related to HR processes.

HCM L1: Manage Workforce

▭ Integration

Manage Workforce

| Manage Absence/ Leave | Manage Time and Attendance | Manage Separation / Off-boarding (transition out) | Manage Workforce Planning, Budgeting, and Forecasting | Manage Workforce Scheduling |

#	L2 Capability	Definition
1	**Manage Absence/ Leave**	Manage and execute the procedures associated with requesting, approving, tracking and computing leave / time off from work (e.g., computing an employee's leave balance against their annual quota). Leave of Absence Without Pay LWOP, Military Leave, Workers Company, Injury Leave (SDL), etc.. Also includes Family and Medical Leave Act (FMLA) compliance and
2	**Manage Time and Attendance**	Capture, monitor and assess employee labor hours, by task or project, and manage time approvals. Time and attendance generates, maintains, and archives important inputs to payroll and compliance information. (Currently UKG Workforce Dimensions and Telestaff sometimes referred to as VB Time for most agencies)
3	**Manage Separation/Off-boarding (transition out)**	Manage the process of employee departure (e.g., due to voluntary resignation, downsizing, expiration of contract/retirement, removal on account of disciplinary issues), capture departing employee feedback, recover company equipment and assets, and remove system access.
4	**Manage Workforce Planning, Budgeting, and Forecasting**	Align the needs and priorities of the organization with those of the workforce to ensure it can meet its legislative, regulatory, service/production requirements and organizational objectives. Workforce planning is used to get the right workforce skills and capacity to deliver on an organization's mission and strategy. Examines the workforce implications of the organization's short and long-term strategy (e.g., will the organization have the right resources available and, if not, how will the organization obtain the necessary resources). Includes forecasting and aligning resources to new organization structures following significant transformations (e.g., restructuring, M&A, divestiture and reduction in force).
5	**Manage Workforce Scheduling**	Develop and optimize schedules and plan labor to align with staffing needs and to meet budget objectives. Also takes into account factors such as employee preferences, skills, availability, labor laws, workplace rules and best practices. Examines ways to optimize workforce schedules to meet compliance and fair scheduling needs while ensuring the achievement of business targets. (Also handled in VB Time)

HCM L1: Manage Workforce Performance

Manage Workforce Performance

| Manage Career Development, Goals and Evaluations | Manage Skills, Qualifications and Competencies | Manage Succession Plans | Manage Learning and Training |

#	L2 Capability	Definition
1	**Manage Career Development, Goals and Evaluations**	Set goals and objectives, conduct performance reviews and self/manager appraisals, measure and track metrics against organizational goals, mission-critical priorities and achievements, and manage individual development plans.
2	**Manage Skills, Qualifications and Competencies**	Capture and track an inventory of employee skills, qualifications, competencies, certifications, etc.. and map them to the roles and employees and systematically create a plan to categorize, enhance and develop in line with employee life cycles.
3	**Manage Succession Plans**	Plan for future business needs and manage the organizational structure (e.g., management of positions and critical roles) to meet future needs, as well as plan for attrition for top-level talent. This serves as an input to the strategic workforce plan to provide the right mix of experienced and capable employees.
4	**Manage Learning and Training**	Create, implement, manage and evaluate programs for employee learning and design learning sessions on the basis of the needs and the availability of the skills within the organization. Learning programs can be virtual, classroom, on-the-job training, etc.. and are linked to performance management (e.g., tie performance to learning development). Learning extends to include activities and actions (e.g., read, viewed, attended) and often leverages 3rd party content.

HCM L1: Manage Workplace Compliance and Guidance

Manage Workplace Compliance and Guidance

| Manage Ethics & Compliance | Manage Workforce Equity (Diversity & Inclusion) | Manage Health and Safety |

#	L2 Capability	Definition
1	**Manage Ethics & Compliance**	Ensure policies are compliant with State and Federal laws (e.g., EEO) and update accordingly including for external and internal policies related to Employment Equity, to include recruitment and promotion, compensation, working conditions, training, experience, harassment and dismissal. Additionally, manage all disability accommodations due to physical or mental impairment, collect and store documentation, and provide reasonable accommodations to meet compliance requirements for ADA.
2	**Manage Workforce Equity (Diversity & Inclusion)**	Tracking progress of Diversity and Inclusion (DE&I) initiatives, using emerging technologies to proactively identify DE&I opportunities and areas to improve with a DE&I lens. Manage and promote fair treatment throughout the organization, provide equal access to opportunities to all employees, compose teams of individuals with diverse experience and encourage the organizational workforce to share perspectives across groups of people and integrate valuable input.
3	**Manage Health and Safety**	Manage workforce safety and prevention programs. Capture, track, and monitor quality and safety metrics against standards, manage communications between all stakeholders sharing status of an issue, identify and remediate potential and actual workplace hazards. Additionally, document and categorize worker's compensation incidents and manage the workers compensation programs including collection of claims, establishment of scope and cadence of claims, monitoring of claim progress, reporting of worker's compensation and ensuring communication and compliance.

HCM L1: Manage Employee Relations

Manage Workforce / Employee Relations

Manage Workforce Complaints / Grievances	Manage Disciplinary Actions

#	L2 Capability	Definition
1	**Manage Workforce Complaints / Grievances**	Collect, review, assess, track and handle the processing and review of workforce complaints **and ADA**, and determine and approve resolutions, as well as ensure appropriate communications are provided to associated parties.
2	**Manage Disciplinary Actions**	Set performance standards, identify problem behavior, measure and track employee performance against the identified standard, develop a corrective action plan for disciplinary issues, monitor progress and report on disciplinary trends in the workplace.

Financials
Management

L0: Manage Accounting and Finance

Manage Accounting and Finance

Manage Billing & Accounts Receivable

Create Invoices and Bills	Manage Collections	Manage Receivables Debit/ Credit Memos	Manage Customer Account Profiles

Manage Budgeting & Planning

Create Budgetary Estimates, Plans & Forecasts	Consolidate & Revise Budgets	Manage Financial Performance	Perform Long-Term Financial Planning

Manage Finance Service Delivery

Manage Financial Data	Manage Finance Self-Service	Manage Finance Metrics, Reporting & Analytics	Manage Finance Digital Documents

Manage Grants as a Grantor / Grantee

Manage & Pursue Grant Opportunities	Manage Award & Oversight	Manage Administration & Performance	Manage Audit & Close

Perform Period Close

Manage Labor Distribution	Consolidate Financials	Manage Period / Cycle Close	Perform Final Reconciliation

Perform General Accounting

Manage Ledgers & Chart of Accounts	Manage Subledger Accounting	Manage Financial Accounting
Manage Fund Accounting	Manage Project Accounting	Manage Lease Accounting

Manage Accounts Payable*

Process Invoices	Process Payments	Manage Payables Debit/Credit Memos
Manage 1099s	Manage P-Cards	Manage Travel and Expenses

Manage Fixed Assets

Manage Asset Requests	Manage Asset Acquisition and Depreciation	Manage Asset Improvements and Depreciation
Manage Asset Maintenance and Transfers	Manage Asset Under Construction	Retire and Dispose of Assets

Manage and Process Payroll

Manage Payroll
Manage Payroll Deductions, Taxes Garnishment, & 3rd Party Filings
Process Payroll Payments

Support Finance Relations & Requests

Manage Controls, Compliance & Regulatory Affairs
Support Internal and External Auditor Request

Indicates Integration Need Only

FMS L1: Manage Billing & A/R

Integration

Manage Billing & A/R

| Create Invoices & Bills | Manage Collections | Manage Receivables Debit / Credit Memos | Manage Customer Account Profiles |

#	L2 Capability	Definition
1	**Create Invoices & Bills**	Create invoices (future state: for Circuit Courts and other Judicial agencies only) and bills and control general ledger (GL) posting. **Note**: There are two primary types of receivables: 1. All Court receivables (citizen fees, etc..; are handled through Courts Financial Accounts System) – report receivables to DOA, but do not bill nor receive – just report out of Courts FAS, and 2. Office of Executive Secretary (OES) - Misc. (e.g., payroll, law library – separately appropriated for law library) and DJIT (Dept. Judicial IT) receivables (largely Circuit and other Judicial agencies for computer equipment that is billed by IT to the Circuit Courts, but also IT services).
2	**Manage Collections**	Enter and maintain various types of receipts (e.g., application of "cash" receipts to open AR). Analyze, track and manage due and overdue receivables; manage unapplied collections, credits, overpayments; generate collections aging report for outstanding invoices and adjusting invoices and bills (e.g., removing errant billing).
3	**Manage Receivables Debit / Credit Memos**	Adjust outstanding receivable amounts for invoice adjustments Note: Infrequent occurrence for SCV
4	**Manage Customer Account Profiles**	Manage (create, add, modify, delete, merge, split) various customer data hierarchies (that come over from the various programs). Note: Customers would be for 1. Law Library customers, 2. Circuit Courts, 3. Other Judicial Agencies.

FMS L1: Perform General Accounting

Perform General Accounting

Manage Subledger Accounting	Manage Project Accounting	Manage Financial Accounting	Manage Ledgers & Chart of Accounts	Manage Lease Accounting	Manage Fund Accounting

#	L2 Capability	Definition
1	**Manage Subledger Accounting**	Manage the details behind entries in the general ledger used in accounting (i.e., the subsidiary ledger)
2	**Manage Project Accounting**	Setup direct and indirect projects (including tasks). Identify project owner, establishing roles, identifying resources to support identified roles, forecasting resources. Manage multiple burden and costing. Create project level accounting to track specific transactions, costs, and allocate cost to the appropriate cost centers. Includes the management of various project types that drive cost calculations. **Note: Largely Grants and CIP (Construction in Progress)**
3	**Manage Financial Accounting**	Ability to record financial transactions (e.g., journal entries) in compliance with various rules (e.g., FASB, govt. regulations) for various organizations, perform regulatory reporting & filings and management accounting activities. Includes attaching supporting material to transactions.
4	**Manage Ledgers and Chart of Accounts (CoA)**	Design and manage the sets of books and CoA structure (including parents/summary-levels with multiple segments), multiple structures (different hierarchy structures for different reporting purposes), define the GL code blocks, create the GL accounts, subledger accounts (SLA) and crosswalk codes (CC) and allow/disallow usage of the accounts.
5	**Manage Lease Accounting**	Manage the lease accounting based on the type of lease (i.e., capital or operating lease); record fixed/variable lease costs, and impairment or amortization.
6	**Manage Fund Accounting**	Manage the activity of analyzing, recording, consolidating/summarizing, and interpreting financial transactions. Track revenues that have purpose restrictions against the expenditures made for those purposes.

FMS L1: Manage Budgeting and Planning

Manage Budgeting & Planning

| Create Budgetary Estimates, Plans and Forecasts | Consolidate & Revise Budgets | Manage Financial Performance | Perform Long-Term Financial Planning |

#	L2 Capability	Definition
1	**Create Budgetary Estimates, Plans and Forecasts**	Develop annual and multi-year operational plans, budgets and forecasts for reporting entities, utilizing inputs from strategy, scenario planning analysis, and other core business processes, where appropriate. Measure and report on variance of forecasts to actuals. Manage a wide variety of funds and service areas among nine agencies with different restrictions on those funds and services areas (e.g., unable to move some funds between agencies).
2	**Consolidate & Revise Budgets**	Aggregate the budgets as per the organization structure and provide managers with a consolidated view (future) that can be used for day-to-day operational purpose. Perform ongoing revisions to budget spread and create projections (revision of last year's budget). Maintain total committed annual budgetary amounts. Annually request additional funding from the general assembly and revise the budget.
3	**Manage Financial Performance**	Plan, monitor, and measure financial performance (e.g., maximize operating margins). Note: This is, and will continue to be, performed at a high level only.
4	**Perform Long-Term Financial Planning**	Incorporate scenario assumptions, trend analysis, financial projections, rolling forecast, and strategic plans into the development of long-range plans. The long-range financial plan feeds into the annual budget. Note: Long-range planning is only performed for criminal fund, IMC, and non-general fund revenue.

FMS L1: Manage Finance Service Delivery

Integration

Manage Finance Service Delivery

| Manage Financial Data | Manage Finance Self-Service | Manage Finance Metrics, Reporting & Analytics | Manage Finance Digital Documents |

#	L2 Capability	Definition
1	**Manage Financial Data**	Collect, identify, implement and manage tools and procedures for Finance knowledge management. Create and maintain a Finance service support knowledge repository (e.g., collect and publish policies, guidance). Store, maintain, access, revise, and use knowledge to communicate Finance services (e.g., FAQs, document repositories, search/query functionality).
2	**Manage Finance Self-Service**	Provide the tools and information to enable users to service themselves (e.g., manage expense, **travel vouchers**, time). Self-service and support is a blend of user-initiated interaction technologies that may include electronic records management systems, chat and knowledge bases.
3	**Manage Finance Metrics, Reporting & Analytics**	Generate ad hoc and or pre-scheduled Finance reports and analysis on Finance related data. Capitalize on data warehouse and associated self-service reporting capabilities.
4	**Manage Finance Digital Documents**	Manage the scanning, storage, processing and extraction of digital documents related to Finance processes

FMS L1: Manage Accounts Payable

Integration

Manage Accounts Payable

Process Invoices	Manage 1099s	Manage P-Cards	Manage Travel & Expenses	Manage Payables Debit / Credit Memos	Process Payments

#	L2 Capability	Definition
1	**Process Invoices**	Receive and process digital invoices (with and with/out POs) check-requests, recurring payments, and payment order. Perform invoice matching process (3-way) for POs. Initiate workflow for individual invoice coding, cross check for payment, approval, and payment.
2	**Manage 1099s**	Ability to setup 1099 vendors, generate 1099s, track and report on 1099s
3	**Manage P-Cards**	Ability to coordinate thresholds for cardholder usage, receive and process transmissions from the financial institutions for the purchases your employees make, receive and process statements for reconciliation purposes, generate transactions in the General Ledger and Accounts Payable systems to record P-Card expenses and pay the financial institutions and monitor cardholder purchases.
4	**Manage Travel & Expenses**	Request, approve, submit (with receipts and based upon compliance policies), reimburse, and reconcile travel and expense.
5	**Manage Payables Debit/Credit Memos**	Adjust the outstanding payable amounts for variances on account of refunds or increases. Include anything reviewer has determined should be paid (disallowance).
6	**Process Payments**	Audit, review, approve, and submit payment batches, to include ACH batches, wire batches, and payment orders for multiple entities. **Note**: All payments are made through Cardinal. SCV does not make any payments.

FMS L1: Manage Grants

Manage Grants

| Manage Administration & Performance | Manage Award & Oversight | Manage & Pursue Grant Opportunities | Manage Audit & Close |

#	L2 Capability	Definition	
1	**Manage & Pursue Grant Opportunities**	**Grantor:** Identification of goals of the grants program, definition of eligibility and process requirements, preparation of grant programs documentation, allocation of budget, announcement/publication, reminders to protential applicants, intake of applications and relationship management	**Grantee:** Identification of opportunities, manage award approval, application reminders, capture of application (incl. budget narrative), management and integration of attachments, submissions to Grantor system (currently via email).
2	**Manage Award & Oversight**	**Grantor:** Evaluation and determination of awards, communication with Grantee, configuring/setting up Grants accounts (responsibility of Director of Fiscal Services), acceptance and signature of grant award, detect duplication applications, fraud detection, and grant/program amendments.	**Grantee:** Manage award acceptance. Link award acceptance to the awarded grant. Setup awarded grant (budget, receipt, and control). Notification (i.e., email) from Grantor on application status/award.
3	**Manage Administration & Performance**	**Grantor:** Periodic report intake, risk assessment/dashboard reporting, periodic report assessment, validation of payments/withdrawal of funds, payment profiling, and initiate/authorize payment/refunds.	**Grantee:** Manage amendments to personnel, timeframe, and budget, budget management, project management, deliverables, dashboards on KPI, justify and request Grant disbursements, validate payments, and payment profiling. **Note**: The Courts largely receive federal grants, but also some sub-grants
4	**Manage Audit & Close**	**Grantor:** Final reconciliation of funds, closure of grant agreements, and tracking of grant related expenditures (responsibility of Grants Accountant)	**Grantee:** Initiation of final payment/refund, final reconciliation of funds, closure of grant agreements.

FMS L1: Manage Fixed Assets

Manage Fixed Assets

Manage Asset Requests	Manage Asset Acquisition & Depreciation	Manage Asset Improvements & Depreciation	Manage Asset Maintenance & Transfers	Manage Asset Under Construction	Retire & Dispose of Assets

#	L2 Capability	Definition
1	**Manage Asset Requests**	Develop and submit requests for depreciable goods and services, with the ability to define the specific parameters to drive the sourcing of these requests (price, vendor, quantity, etc..). **Note**: IT Assets inventory and location/movement will be managed in either the new ERP or ServiceNow. All other assets will be managed in the State solution (FAACS/Cardinal) with integration to the ERP. Other assets cannot be tracked in new ERP since it's a state requirement to use FACCS (i.e. would need exception). LAS is the state system that manages leases (e.g., software subscriptions).
2	**Manage Asset Acquisition & Depreciation**	Record newly acquired asset with both financial as well as descriptive information (asset master data); capture acquisition as well as valuation information that will be used over the lifecycle of the asset. Address backordered assets or related items.
3	**Manage Asset Improvements & Depreciation**	Record improvements to assets and impact to assets depreciation calculation. Calculate the asset's depreciation schedule based on the assets classification, age, value and any improvement made to the assets.
4	**Manage Asset Maintenance & Transfers**	Record the assets maintenance schedule, warranties and any movements of the asset between financial units and locations. Note: Asset movement is tracked in AIMS.
5	**Manage Asset Under Construction**	Capitalize the expenditure on new or existing assets (major repairs/overhauls) as the work continuously progresses.
6	**Retire & Dispose of Assets**	Retire fully depreciated assets. Occasionally address gain or loss for assets (depending upon initial useful life entry).

FMS L1: Perform Period Close

Integration

Perform Period Close

| Consolidate Financials | Perform Final Reconciliation | Manage Period / Cycle Close | Manage Labor Distribution |

#	L2 Capability	Definition
1	**Consolidate Financials**	Analyze, reconcile, consolidate, summarize and aggregate financial data, based on different accounting standards and federal regulations, and track eliminations.
2	**Perform Final Reconciliation***	Review and reconcile rates (including salary, fringe and leave) and other fixed/variable charges such as shared services costs based on usage
3	**Manage Period / Cycle Close**	Establish the closing check list of activities and allocate the tasks to the different control points along the process. Includes ability to close and open different application on different timelines.
4	**Manage Labor Distribution**	Create labor schedules for employee assignments (e.g., distribute payroll costs to projects, awards, or GL accounts) and manage labor costs

FMS L1: Manage and Process Payroll

Manage and Process Payroll

Manage Payroll	Manage Payroll Deductions, Taxes Garnishment, and 3rd Party Filings	Process Payroll Payments

#	L2 Capability	Definition
1	**Manage Payroll**	Setup payroll structure and pay periods, manage the sum of all financial records of salaries for an employee (e.g., maintain accurate payroll records, including wages, bonuses, deductions, allowances, gross pay, net pay, etc..), and apply payroll changes. Note: All employees, retired, and substitute judges are paid through Cardinal. Only retired and substitute judges are managed outside of Cardinal - they (or their clerks) enter their time on a form (time/per diem sheets) that is sent to payroll staff. Substitute judges are attorneys who are not SCV employees but who have been sworn in. Retired judges cannot serve until certain criteria are met (e.g., 13 weeks since separation from SCV).
2	**Manage Payroll Deductions, Taxes Garnishment, and 3rd Party Filings**	Calculate gross to net pay to determine withholding taxes, health insurance, retirement contributions and voluntary benefits, process salaries, file employment taxes, manage third party deductions and filings.
3	**Process Payroll Payments**	Prepare accurate paychecks and distribute payments (e.g., direct deposit, paper checks) to employees for time worked. Payroll processing also includes tracking of overtime, paid time off and other miscellaneous impacts to an employee's pay.

FMS L1: Support Finance Relations & Requests

Support Finance Relations & Requests

Manage Controls, Compliance & Regulatory Affairs	Support Internal & External Auditor Request

#	L2 Capability	Definition
1	**Manage Controls, Compliance & Regulatory Affairs**	Develop and manage compliance programs including review contracts, research laws, manage agency records, provide due diligence, and manage compliance documentation
2	**Support Internal & External Auditor Requests***	Review and provide requested financial information from internal and external auditors

Procurement Management (P2P)

RESTRICTED

L0: Manage Procurement (P2P)

Manage Procurement (P2P)

Strategically Source

Analyze Spend	Manage Categories
Plan Acquisitions	Manage Supply Base

Purchase Direct/Indirect Materials and Services

Manage Services Procurement	Create & Approve Requisitions	Create & Approve POs	Receive Goods & Services	Perform Quality Checks
	Create & Manage Proc. Plans	Receive Invoices	Manage / Process Returns	Manage Materials

Manage Vendor Relationships

Manage Vendor Master Data	Measure Vendor Performance	Facilitate Vendor Onboarding
Track Vendor Compliance	Provide Proc. Reports & Analytics	Manage Supply Risks

Manage Supplier Contracts

Develop Contracts	Manage Contract Lifecycle
Manage Online Catalogs	Establish Contingency Plans

Indicates Integration Need Only

Manage Solicitations

Develop and Post Solicitations	Access Solicitation Documents	Receive Vendor Proposals	Evaluate and Award Solicitations	Manage Solicitation Protests	Communicate with the Vendor Community	Support Vendor Questions & Answers (Q&A)

P2P L1: Strategically Source

Strategically Source

| Analyze Spend | Manage Categories | Plan Acquisitions | Manage Supply Base |

#	L2 Capability	Definition
1	**Analyze Spend**	Aggregate, explore/drill down, and report on award, order, and spend data at item and vendor levels across **the various agencies.**
2	**Manage Categories**	Define categories for award, order, and spend analysis and reporting based on defined business rules.
3	**Plan Acquisitions**	Apply analyzed historical award, order, and spend data in order to plan and forecast needs for upcoming procurements / acquisitions.
4	**Manage Supply Base**	Manage existing and proactively identify sources for future procurements across the existing base of suppliers.

P2P L1: Purchase Goods & Services

Purchase Direct/Indirect Materials and Services

| Manage Services Procurement | Create & Approve Requisitions | Create & Approve POs | Receive Goods & Services | Perform Quality Checks | Create & Manage Proc. Plans | Receive Invoices | Manage / Process Returns | Manage Materials |

#	L2 Capability	Definition
1	**Manage Services Procurement**	Manage the talent pool, rate cards and cost benchmarking, rate negotiation and resume comparison, negotiation of contracts and SOWs, resource tracking, tasks and assignments, reporting of deliverables, tracking of SLAs and other commitments, and invoice aggregation and validation.
2	**Create & Approve Requisitions**	Develop, submit and approve requests for goods and services, and define the specific parameters to drive the sourcing of these requests (price, vendor, quantity, etc..).
3	**Create & Approve POs**	Generate and approve the contractually binding documents with suppliers in compliance with procurement policies and statutes.
4	**Receive Goods & Services**	Receipt of goods by warehouse or services via vendor invoice Create material /service receipts in order to update the inventory / service fulfillment and then receive invoice receipt to be received and validated.
5	**Perform Quality Checks**	Perform incoming material inspections and quality assurance actions for service acceptance; record conformance or non-conformance to help measure vendor performance.
6	**Create & Manage Procurement Plans**	Create material / service requirements forecasts for the planning horizon. **Note: This is created for the various forms that need to be purchased and shipped to the various courts.**
7	**Receive Invoices**	Ingest the invoiced goods/services received from various sources (e.g., paper based, EDI, email) to initiate the matching and approval process.
8	**Manage / Process Returns**	Coordinate and facilitate returns process for material that must be returned to supplier (also known as RTV).
9	**Manage Materials**	The steps to plan material requirements involving upfront planning and ongoing maintenance. **Note:** Applies to carious forms only.

P2P L1: Manage Vendor Relationships

☐ Integration

Manage Vendor Relationships

| Manage Vendor Master Data | Measure Vendor Performance | Facilitate Vendor Onboarding | Track Vendor Compliance | Provide Proc. Reports & Analytics | Manage Supply Risks |

#	L2 Capability	Definition
1	**Manage Vendor Master Data**	Manage the entry and update of required Vendor information, including the definition / enforcement of access controls, classification of vendors, approvals for updates, and sufficient edits to prevent duplicates.
2	**Measure Vendor Performance**	Provide analytical capability to aggregate raw award, order, and spend data to generate performance metrics by Vendor and cross-compare performance across Vendors. Includes evaluation of vendor performance.
3	**Facilitate Vendor Onboarding**	Upon finalization of contract, collecting vendor information, setting up new vendors, training vendors where necessary, potentially providing access to the necessary information including credentials for logging into the IT systems to perform the contractual obligations as needed.
4	**Track Vendor Compliance**	Provide the ability to monitor and report on Vendor(s) compliance with organization's policies and statutes.
5	**Provide Procurement Reports & Analytics**	Slice and dice procurement and financial data in varying formats as determined by end users.
6	**Manage Supply Risks**	The actions the organization takes to mitigate and reduce potential risks with Vendors. Also includes monitoring and reporting levels of risk exposure. **[Note: SCV does not do this formally today]**

P2P L1: Manage Supplier Contracts

Manage Supplier Contracts

| Develop Contracts | Manage Contract Lifecycle (incl. Cycle Time) | Establish Contingency Plans | Manage Online Catalogs |

#	L2 Capability	Definition
1	**Develop Contracts**	Author contracts using approved standard contract clauses and templates and route drafts through approval workflow levels to support contract negotiations and execution. Facilitate search / retrieval of contract samples/templates through a centralized repository.
2	**Manage Contract Lifecycle (incl. Cycle Time)**	Continuously monitor contract status, expiration / milestone dates throughout the contract cycle with alerts and reports/dashboards, including renewals, change orders, and amendments.
3	**Manage Online Catalogs**	Provide online shopping like experience that enables purchasing selection from a customized, shopping cart-enabled interface (punch-out to vendor sites or migrate catalogs into own solution).
4	**Establish Contingency Plans**	Provide the capability to identify and retrieve comparable contracts from multiple Vendors to support contingency planning in case of Vendor non-performance, **insolvency**, non-compliance and/or to support other management needs.

P2P L1: Manage Solicitations

Integration

Manage Solicitations

| Develop and Post Solicitations | Access Solicitation Documents | Receive Vendor Proposals | Evaluate and Award Solicitations | Manage Solicitation Protests | Communicate with the Vendor Community | Support Vendor Questions & Answers (Q&A) |

#	L2 Capability	Definition
1	**Develop & Post Solicitations**	Author solicitations using templates and content, send out drafts through defined approval workflow levels. Facilitate search/ retrieval of solicitation samples/templates through a centralized repository.
2	**Access Solicitation Documents**	Provide offerors self-service access to solicitation documents internally and externally per defined access controls and authoring rights.
3	**Receive Vendor Proposals**	Provide the capability for Vendors to electronically respond to predefined solicitation templates, store Vendor proposals and enable Vendors to provide electronic responses.
4	**Evaluate & Award Solicitations**	Provide the ability to electronically score solicitation responses based on defined parameters and evaluation criteria.
5	**Manage Solicitation Protests**	Provide the analytics capability to aggregate scoring and defend award decisions. Monitor compliance of Vendors' protesting awards to deadlines. Provide the capability to initiate and respond to protests.
6	**Communicate with Vendor Community**	Provide the capability to receive and distribute communications to Vendor community electronically for a specific solicitation, general communication and/or specific groups of Vendors (e.g., addendums, pre-bid meetings, job walks).
7	**Support Vendor Questions & Answers (Q&A)**	Provide the ability for Vendors to ask questions directly for specific solicitations and review published answers.

Inventory & Warehousing Management

L0: Manage Inventory and Warehousing

Manage Inventory and Warehouse

Manage Inventory and Warehouse

Receive, Process, Ship & Track Inventory	Count Inventory	Manage Inventory Ordering	Ship Inventory	Manage Inventory Returns

Manage Inventory and Warehouse

Integration

Manage Inventory and Warehouse

| Receive, Process, Ship & Track Inventory | Count Inventory | Manage Inventory Ordering | Ship Inventory | Manage Inventory Returns |

#	L2 Capability	Definition
1	**Receive, Process, Ship & Track Inventory**	Receiving stock from suppliers, processing the inbound goods, tracking and managing stock, as well as receiving and shipping goods to and from other locations, including different stock locations. Includes internal and external management. **Note**: The vendors drop off IT equipment and forms at bay and these are moved to a stock location/warehouse
2	**Count Inventory**	Conducting periodic physical inventory counts, cycle counting and perpetual inventory processes, including count adjustments (reconciliation) and verification.
3	**Manage Inventory Ordering**	Outbound ordering of stock and associated processes, as well as those for back-order management.
4	**Ship Inventory**	Managing processes to ship goods to court locations. **Note**: All shipment/transportation is handled through UPS
5	**Manage Inventory Returns**	Managing processes for order returns and disposition, including reconciling them to inventory or returning to supplier vendors. **Note**: Limited returns unless printing issues occur.

Exhibhit 4: Application Inventory and Interfaces

Table of Contents
A. Application Inventory and Interfaces

Application Name	Application Description	Vendor Package / Suite Parent Application Name and Version Number(s)	Application Type (i.e., Package, Custom, or External Service Provider)	Application Hosting (External or Internal)	Keep, Replace, or TBD?
PeopleSoft (for HR)	SVC's current HCM solution.	PeopleSoft	Package	Internal	Replace
Cardinal	Virginia's HCM solution.	PeopleSoft	External Service Provider	External	Keep
eLeave	Leave management system	Oracle	Custom	Internal	Replace
PageUp (recruitment)	Virginia's Recruitement solution	PageUp	External Service Provider	External	Keep
Imaging system	Integrated within PeopleSoft	PeopleSoft	External Service Provider	Internal	TBD
VRS Navigator	Virginia Retirement System	VA Retirement System	External Service Provider	External	Keep
eVerify	Logs info from I9 forms	eVerify	External Service Provider	External	Replace
IDSS (Oracle Licensing)	Current Primary Finance Package	Oracle	Custom	Internal	Replace
EVPS	Electronic Voucher Processing System	Oracle	Custom	Internal	TBD
IPswitch	Secure File Transfer	Ipswitch	External Service Provider	Internal	TBD
SQL*loader	Oracle-supplied data file upload	Oracle	Package	Internal	TBD
DataPump (Oracle Export/Import)	Oracle Export/Import	Oracle	Package	Internal	TBD
Enterprise manager	On-premise deployment management platform	Oracle	Package	Internal	Keep
Forms Builder	Integration support	Oracle	Package	Internal	Replace
Reports Builder	Enterprise Reporting tool	Oracle	Package	Internal	Replace
Crystal Reports	Custom report generation tool	SAP	Package	Internal	TBD
VSB Lookup	Virginia State Bar Lookup	VA State Bar	External Service Provider	Internal	Keep
Wage	Module within IDSS	Oracle	Custom	Internal	Replace
SUB-R	Module within IDSS	Oracle	Custom	Internal	Replace
Criminal Fund	Module within IDSS	Oracle	Custom	Internal	Replace
IMC	Module within IDSS	Oracle	Custom	Internal	Replace
CBER	Module within IDSS	Oracle	Custom	Internal	Replace
Waivers	Module within IDSS	Oracle	Custom	Internal	Replace
Local Revenue	Module within IDSS	Oracle	Custom	Internal	Replace
Commonwealth Expenditures	Module within IDSS	Oracle	Custom	Internal	Replace
Mailing Addresses	Module within IDSS	Oracle	Custom	Internal	Replace
Transfer Time and Attendance	Module within IDSS	Oracle	Custom	Internal	Replace
Cardinal Extracts	Module within IDSS	Oracle	Custom	Internal	Replace
Warehouse	Module within IDSS	Oracle	Custom	Internal	Replace
Purchasing	Module within IDSS	Oracle	Custom	Internal	Replace
1099	Module within IDSS	Oracle	Custom	Internal	Replace
FAACS	Virginia's Fixed Asset Accounting & Control System	Virginia Dept of Accounts	External Service Provider	External	Keep
LAS System	Virginia's Lease Accounting System	Virginia Dept of Accounts	External Service Provider	Internal	Keep
AIMS (Asset Inventory Management System	IT's asset management tool	TBD	Custom	Internal	Replace
eAccess	IAM Solution	Microsoft AD	Package	External	Keep
SQL Developer	Development environment	Oracle	Package	Internal	TBD
Box	Collaboration/Workplace Tools	Box	External Service Provider	External	Keep
Pegasus	Badging Solution	Pegasus Tec	External Service Provider	External	Keep
ServiceNow	HR Service Management	ServiceNow	Package	External	Keep
Docebo/JLC	Learning & Training (LMS)	Docebo	External Service Provider	External	Keep
Security Mentor	Learning & Training	Security Mentor	External Service Provider	External	Keep
Survey Monkey	Personnel surveys at off-boarding	Survey Monkey	External Service Provider	External	Replace
MissionSquare	Deferred Compensation	Mission Square	External Service Provider	External	Keep
MCI	Workplace Health and Safety	MCI	External Service Provider	External	Keep
PMO Tracker	For Contractor Hours, Report Spend on Projects	AIMS	Custom	Internal	Replace
FAS	Courts System for Accounts Receivables	Custom	Custom	Internal	Keep

| MS Office Suite including Outlook, Teams, S | Workplace Tools | Microsoft | Package | Internal | Keep |

Exhibit 3: Critical Reports

Table of Contents
A. Critical Reports

Exhibit 4:
ERP Key Functional Use Cases

Supreme Court of Virginia
RFP for Enterprise Resource Planning
Software and System Integration Services

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Human Capital Management

Manage Human Capital

Manage Human Capital

Administer HR

- Manage Workforce /Personnel Information
- Manage Org., Positions, Job Descriptions, & Classifications
- Manage Workforce /Personnel Actions
- Manage HR Strategy & Planning
- Manage Workforce Voice & Engagement
- Manage & Deliver HR Communications

Manage HR Service Delivery

- Manage HR Policies & Procedures Guidance
- Manage HR Knowledge Base
- Manage HR Services Delivery Cases
- Manage HR Self-Service
- Manage HR Metrics, Reporting & Analytics
- Manage HR Digital Documents

Indicates Integration Need Only

Acquire Talent

- Manage Recruitment
- Manage Hiring (selection)
- Manage Onboarding (transition in)

Manage Workforce

- Manage Absence/ Leave
- Manage Time & Attendance
- Manage Separation / Off-boarding (transition out)
- Manage Workforce Planning, Budgeting, & Forecasting
- Manage Workforce Scheduling

Manage Workplace Compliance & Guidance

- Manage Ethics & Compliance
- Manage Workforce Equity (Diversity & Inclusion)
- Manage Health & Safety

Manage Total Rewards

- Manage & Administer Compensation
- Manage & Administer Benefits
- Manage & Administer Pension
- Manage & Administer Rewards & Recognition

Manage Workforce Performance

- Manage Career Development, Goals & Evaluations
- Manage Skills, Qualifications & Competencies
- Manage Succession Plans
- Manage Learning & Training

Manage Employee Relations

- Manage Workforce Complaints / Grievances
- Manage Disciplinary Actions

Manage Recruitment	Manage Hiring (selection)	Manage Onboarding (transition in)

Acquire Talent (1/3)

Business Outcome	Proactively, effectively and efficiently source, recruit, and hire through a variety of channels, and maintain information on potential candidates for positions in a structured and comprehensive manner. Improve the candidate and hiring manager experience (e.g., more intuitive, mobile capable). Increase the use of automation (self-service and chatbots) and modernized systems to improve the capabilities for talent acquisition, including complex rules outlining Clerk and Deputy Clerk hiring processes.
Main "Actor(s)"	SCV Personnel, HR Professionals, Talent Acquisition Manager, Recruiter(s), Hiring Manager(s), Candidates, Employee(s)
Scenario Beginning	Proactive management of pipeline and talent network.
Scenario End	Extend an offer to the candidate after offer acceptance and onboard candidate.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Post an open position internally, externally, and simultaneously, with multiple position locations, through multichannel sourcing capabilities. ▪ FS2: Enable Hiring Manager to select specific position preferences/benefits that will automatically be included in the posted position. ▪ FS3: Enable the posting of evergreen roles that are refreshed based on a user-defined time period (e.g., every 30 days). ▪ FS4: Allow Recruiters to search for open positions by job code, pull in job description, compensation data, and position requirements (e.g., specific position, position close date) and make updates/additions/removals to and, automatically, update existing integrated job postings in job boards. ▪ FS5: Once a position close date has passed, automatically remove the posting from all job boards including any retroactive updates to close dates (e.g., when a close date is updated to a date in the past, the job posting must be removed). ▪ FS6: Define, and automatically include, required statements in each job posting (e.g., Equal Employment Opportunity and Drug-Free Workplace statements, Veterans preference). ▪ FS7: Enable a candidate to create an account or apply as a guest but capture their guest information for future account creation. Describe how the system manages various unique identifiers and profiles for applicants (e.g., ability to merge data from an applicant that has an existing employee identifier such as a past employee who would need their past personnel information linked to the account profile or an applicant that has not created an account in the past).

| Manage Recruitment | Manage Hiring (selection) | Manage Onboarding (transition in) |

Acquire Talent (2/3)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	- FS8: Flag applicants who are former employees not eligible for rehire. - FS9: Flag applications that are internal applicants, past SCV contractors, or past SCV employees. - FS10: Enable internal and external candidates with profiles to monitor their status (pre- and post- offer) and submit multiple applications. - FS11: Easy and intuitive dashboards for end-users to easily follow the hiring process. - FS12: Track the status of the application (e.g., Meets Min Quals, Ineligible for Rehire/Past SCV Employee) and step disposition status (e.g., applied, pre-screened, phone interviewed, in-person interviewed). Enable the Candidates and Hiring Manager to view permitted statuses (e.g., not enabling candidates to view certain statuses). - FS13: Enable the capturing of, and reporting on, candidate reasons (dropdown reasons) for rejecting an offer. - FS14: Send out multiple invitations for assessments and/or interviews, and/or group actions and allow candidates to schedule interviews based on selected dates/times. Please define any limitations on the number of notifications that can be sent. - FS15: Enable automated notifications to candidates with updates during the job application process (e.g., for assessments, review offer, complete background check, onboarding tasks). - FS16: Enable Recruiters to view talent acquisition dashboards, including but not limited to the number of applicants, open/closed positions, diversity of the talent pool, talent pipeline, and talent network. - FS17: Enable the issuance of reminder notifications when candidates have not responded or have not completed events (e.g., incomplete applications). - FS18: Auto populate required documents (e.g., offer tailored letter/benefits/employment agreements, welcome packet) based on system information, and include the ability to utilize digital signatures (e.g., signed offer letters). Documentation should be tailored to the candidate based on business rules. - FS19: Submit candidate selection to HR with the effective date of processing and to ensure HR related tasks for hire are complete. - FS20: Establish workflows based on the type of position being filled (e.g., Management, Intern, with guidance/pop-ups to reference language and regulatory permission requirements. - FS21: Capture interview results/scoring captured in the system. Describe the various options for capturing scores in the system.

Manage Recruitment	Manage Hiring (selection)	Manage Onboarding (transition in)

Acquire Talent (3/3)

Vendor Solution-Ready Integration tools/APIs	Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	• Oracle PeopleSoft (the State's ERP named Cardinal), including a VRS enhancement:
	    • Specifically, Cardinal supports functions (with limited self-service) for Manage Onboarding (Transition in). Within these capabilities, an information exchange will be required to support:
	        • Employee ID creation in Cardinal and interfaced back with the new ERP during new employee onboarding
	• eAccess: Employee verification application that links to the active directory to assign access/network access to new users.
	• Pegasus: Badging solution supporting functions in Manage Onboarding (Transition in). Note: Pegasus may be replaced with a new solution (performing a similar function).
	• PageUp:
	    • Specifically, PageUp supports functions for Manage Recruitment and Manage Hiring (selection) for judicial positions and/or other executive branch positions not handled in Cardinal.
	• Jobs.va.gov: Functions in Manage Recruitment required to support Virginia state website for job posting
	• Judicial Website with a link to Jobs.va.gov: Linked to Jobs.va.gov with functions in Manage Recruitment required to support judicial job postings. Note: The state system automatically posts to Indeed.
	• LinkedIn: Ability of the ERP to post directly to LinkedIn.

Manage Absence/ Leave	Manage Time & Attendance	Manage Separation / Off-boarding (transition out)	Manage Workforce Planning, Budgeting, & Forecasting	Manage Workforce Scheduling

Manage Workforce (1/2)

Business Outcome	Capture and manage various job changes/personnel actions throughout the employee life cycle, to include, but not limited to promotions, leaves of absence, layoffs, reduction in force (voluntary and involuntary), retirement, pay rate changes, departmental reassignments, and re-hires, with increased control over all processes for compliance purposes and improved retention of remaining employees.
Main "Actor(s)"	SCV Personnel, HR Professionals, SCV Managers
Scenario Beginning	SCV HR Professional and/or SCV Manager(s) requests job change, leave of absence, pay rate change, departmental reassignment, or organizational change.
Scenario End	HR finalizes job changes/personnel actions and makes any necessary adjustments.

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Enable Managers or SCV HR Professionals to request job change, organizational change, or inter-entity/company move on-behalf of employees:
	   ▪ Demonstrating automated change of payroll area
	   ▪ Demonstrating automated change of benefits/pension plan
	   ▪ Demonstrating security roles
	   ▪ Demonstrating delegation of authority
	▪ FS2: Manage current and historical job information via automated workflows for each employee, including but not limited to promotions, change of position, leaves of absence, layoffs, retirement, pay rate changes, departmental reassignments, re-hire, and death.
	▪ FS3: Support data retention requirements for storing and maintaining employee information indefinitely.
	▪ FS4: Enable management of notifications to appropriate stakeholders for personnel actions as they are processed and applied to the employee record.
	▪ FS5: Produce layoff and retention registers including, but not limited to, the following: veterans' preference, company seniority, and performance rating variables.

Manage Absence/ Leave	Manage Time & Attendance	Manage Separation / Off-boarding (transition out)	Manage Workforce Planning, Budgeting, & Forecasting	Manage Workforce Scheduling

Manage Workforce (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS6: Allow for transaction reversals (e.g., deletion of the transaction that occurred to restore to prior state) which could occur up to a year or more later (i.e., crossing calendar/plan years, performance periods, etc.). Include the ability to audit the correction history and update downstream modules/systems (i.e.. Payroll, Benefits, external systems, and access control). ▪ FS7: Ensure access to data, actions, processes are restricted by role and ensure SCV can restrict access to groups as needed. (e.g., by department, organization unit, position/jobs, locations). ▪ FS8: Access all employee history including job changes, performance data, disciplinary actions, etc. ▪ FS9: Provide the ability to create and record complex schedules via dynamic scheduling (e.g., 10-hour workday). ▪ FS10: Remove or automatically assign security based on roles when an employee changes their position/role or is terminated. ▪ FS11: Reporting on all past, current, and planned (future effective dated) personnel actions. ▪ FS12: The generation of employee reports, based on user-defined time period. ▪ FS13: Include the capability to offer employee retention/satisfaction surveys. ▪ FS14: Report on turnover rates (i.e., monthly analysis of terminated employees) ▪ FS15: Ability for employees to enter absence and leave through an automated approval workflow

Vendor Solution-Ready Integration tools/APIs	Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	• Oracle PeopleSoft (the State's ERP named Cardinal), including a VRS enhancement:
	   • Specifically, Cardinal supports functions for Manage Absence/ Leave, Manage Time and Attendance, Manage Separation / Off-boarding (transition out), and Manage Workforce Scheduling.
	   • Note: Time and attendance will remain in Cardinal, except for those users named in *Exhibit 7: Select Metrics*.
	• VRS/JRS – passing information on employee changes (e.g., newly hired employees, any changes to the employee record). Note: Cardinal may develop a new interface which will eliminate the need for this integration

Manage Career Development, Goals & Evaluations	Manage Skills, Qualifications & Competencies	Manage Succession Plans	Manage Learning & Training

Manage Workforce Performance (1/2)

Business Outcome	Effectively manage the full employee life cycle including performance, development, and career planning in order to improve employee motivation, morale, and retention. Increase the use of data and technology to increase transparency, reduce biases, and increase efficiency and employee satisfaction. Improve and provide a flexible and timely employee experience through seamless and coherent experiences, integrated HR data, and applicable self-services with the goal of better workforce utilization.
Main "Actor(s)"	SCV Personnel, HR Professionals, SCV Employees
Scenario Beginning	After point of hire and onboarding (initial formation of performance plan and determination of employee goals and objectives.
Scenario End	Reporting on the status of the performance appraisal process and creation of individual development plan(s).
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Define organizational goals, functional, team goals, objectives, and set desired performance standards and behaviors by employee type. ▪ FS2: Create configurable job profiles for roles including skill requirements, competency and value models with related learning activities, and gap analysis (comparison of the difference between current required skills, clearances, education, etc. for the desired job position) and automate any achievement bonus payments associated with upskilling. ▪ FS3: Create talent profiles with employee skills, performance goals, education, interests, to source existing employees/internal candidates for a role. ▪ FS4: Create individual performance improvement plans (PIP), the performance evaluations related to the PIP, and all throughput of the PIP, including but not limited to the following: disciplinary probation and demotion and termination. ▪ FS5: Enable goal modification iteratively throughout the year and as employees progress within the organization (i.e., goals can be changed to reflect an employee's new position and/or organizational changes to expectations) capturing historical changes made and by whom. ▪ FS6: Capture feedback and solicit feedback from a colleague. Uniquely identify, query, track and store individual performance data (e.g., performance ratings, multiple raters, quantitative and qualitative criteria, goals, and objectives) to support appraisal processes and employee 360°-views (e.g., for annual, periodic, interim, and ongoing reviews). This includes giving real-time feedback via mobile devices and the ability for managers to report on career progression and performance.

Manage Workforce Performance (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS7: Ability for managers/employees to capture performance feedback throughout the year with the opportunity for managers/employees to release this feedback to the other. ▪ FS8: Ability to consolidate feedback captured throughout the year to represent a "year in review" for the employee. ▪ FS9: Automatically generate and make available performance documents and move/update/cancel existing documents as necessary during job changes (e.g., hire, re-hire, transfer, termination, promotion, demotion). ▪ FS10: Support performance ratings/comments changes should an employee file for a change. ▪ FS11: Support career mapping for employee career interests. ▪ FS12: Support survey management such as surveys related to the full employee life cycle. ▪ FS13: Includes LMS capabilities to assign, deploy, enroll, and track training. ▪ FS14: Support role-based access for employees and managers (e.g., if assigned a group of employees to manage, a manager may solicit then review feedback on individual employees under their management and employees may review their own feedback, but not that of others in their group). ▪ FS15: Include the ability for employees to provide spontaneous feedback to managers / company to submit ideas and provide feedback to company in a report/analytics. ▪ FS16: Ability to identify career interests and create an IDP with ability to track against IDP content. ▪ FS17: Ability to consider performance and ratings when evaluating compensation. ▪ FS18: Ability to capture, track, report Skills, Qualifications, & Competencies. ▪ FS19: Ability to issue a questionnaire to a defined set of individuals to capture feedback (e.g., during a harassment investigation)
Vendor Solution-Ready Integration tools/APIs	Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: • Docebo/JLC: learning management and training application (e.g., mandatory workplace harassment training). Note: this will be a one-way integration from the ERP to the LMS to pre-populate employee information.

Manage Total Rewards (1/2)

Business Outcome	Personnel have self-service and chatbots to improve consistency in the ability to develop compensation plans and compensation packages to attract the best talent. Utilize technology to identify and address pay inequities and reward employees based on eligibility rules. Enhanced reporting capabilities to enable adaptive and useful comparison of compensation across employee groups to detect and address compensation gaps. Self-serve functionalities and increased automation aid the calculation of salary changes due to promotions, role changes, as well as nuances to differentiate Northern Virginia from rest of state.
Main "Actor(s)"	SCV Personnel, HR Professionals, Compensation Personnel, Payroll
Scenario Beginning	Compensation strategy is defined for a new/existing employee, and Compensation Personnel have the ability to configure, manage, and adjust compensation plans. Benefit workflows are integrated seamlessly to the new system that allows for an overall view of Total Rewards.
Scenario End	Implement compensation plans for employees, and employees and prospective applicants have clear visibility into the outcomes and drivers behind the compensation.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Through self-service supported by workflows and task lists, collect and maintain relevant data fields for each employee including, but not limited to, employee name, employee id, employee organization, salary review date, supervisor, job code, salary administration plan, salary range, current salary, performance rating, target incentive opportunity(s), next salary review date, salary increase amount, lump sum amount. Additionally, demonstrate the ability to handle long-term incentive grants, including all grant information (e.g., Effective date, $ of the grant, vesting information). ▪ FS2: Perform job evaluations. ▪ FS3: Facilitate the scheduling and execution of annual enrollment activities, including functionality to allow new employees to link to the benefit providers' interfaces to select benefit plans as a part of the on-boarding process. ▪ FS4: Record the changes associated with event driven enrollment, including life change events and new hire activities. ▪ FS5: Provide a seamless integration to benefit administrators' portals to provide employees with a description of benefit plans and include specific plan details (e.g., customized messages to employees, deadlines for completion, or a disclaimer for those employees who decline a benefit). This shall include adding web-based hot links that align with benefit provider plans dictated by separate rules for part time versus full time employees and work location.

Manage Total Rewards (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	- FS6: Provide functionality that allows prospective applicants to calculate their potential total compensation. - FS7: Establish eligibility rules for regulatory requirements (e.g., military leave, sick leave). - FS8: Track and maintain employee and dependent benefit information (e.g., type of benefit, eligibility dates, plan rates/ costs, plan providers, employee retirement tier(s), type and level of coverage, and Disability and plan participation records). - FS9: Link benefit options to job or employee groups (e.g., Benefit Codes) and apply to both eligibility determination and reporting. - FS10: Track and maintain benefit enrollment data (e.g., list of employees whose enrollments are completed, in progress, or not yet started) and enrollment data for employees who are on leave, who have separated, or who have returned for deduction and benefit eligibility status and maintain historically. - FS11: Enter one-time benefit deductions (not based on current elections) including, but not limited to, retroactive, overrides, refunds, and additional payments. Interface directly with payroll. - FS12: Send due-date reminders using an integrated email feature and track requests for additional information or paperwork.
Vendor Solution-Ready Integration tools/APIs	Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: - Oracle PeopleSoft (the State's ERP named Cardinal), including a VRS enhancement: - Specifically, Cardinal supports functions (with limited self-service) for Manage and Administer Compensation, Manage and Administer Benefits, and Manage and Administer Pension. - VRS/JRS – passing information on employee changes (e.g., newly hired employees, any changes to the employee record). Note: Cardinal may develop a new interface which will eliminate the need for this integration - MissionSquare: Deferred compensation management platform. – passing information on employee changes (e.g., newly hired employees, any changes to the employee record). Note: Cardinal may develop a new interface which will eliminate the need for this integration

Manage Workforce /Personnel Information	Manage Org., Positions, Job Descriptions, & Classifications	Manage Workforce /Personnel Actions	Manage HR Strategy & Planning	Manage Workforce Voice & Engagement	Manage & Deliver HR Communications

Administer HR (1/2)

Business Outcome	Personnel have self-service and chatbots to improve consistency in the ability to access an efficient and flexible people management system used to organize a workforce, with system capabilities that include managing the employee lifecycle, capturing and managing various job changes/personnel actions, aligning the people strategy to the business strategy, and the empowerment of employees to access their own information. HR professionals improve their responsiveness, promote personnel satisfaction, reduce employee frustration, and improve compliance through an HR knowledge base based on a single source of truth and featuring market defining case management capabilities.
Main "Actor(s)"	Employee(s) and Core SCV HR Personnel, Hiring Manager(s), Finance Manager(s), Persons of Interest, Applicants, Contractors
Scenario Beginning	Creation of organization structure and hierarchy relationships; setting up of employee payroll structure, and the creation, editing, and tracking of employee information.
Scenario End	Alignment of employee information across various connected systems and modules (e.g., payroll, time and labor), including the ability to report on employee groups.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Through self-service supported by workflows and task lists, create a new organizational structure, staging and aligning all associated attributes and effective dates prior to publishing. ▪ FS2: Create an organizational hierarchy so that the employees can be assigned to, and paid from, multiple positions in different funds, organizational units, classes, and statuses. ▪ FS3: Configure workflow mechanisms (e.g., single- and multi-layered approvals, approvals based on hierarchies/roles/custom rules, approval observers, electronic and email notifications, statuses, manual and automatic re-routing, delegation, cancellation, warning and error messages) to guide users. ▪ FS4: Manage current and historical job information for each employee, including but not limited to promotions, oath date, term date, change of position, leaves of absence, layoffs, retirement, pay rate changes, departmental reassignments, re-hire, and death, supported by automated scanning and digital signature capabilities. ▪ FS5: Perform scenario analysis, e.g., distributing workforce planning output over multiple years based on user-defined criteria. Calculate and provide a rule engine for basic and complex formulas and scenarios using drag-and-drop functionality. ▪ FS6: Initiate Surveys to employees in alignment with actions taken. ▪ FS7: Produce (ad-hoc, by request) organizational charts of any/every court or department within the courts system for viewing on-line and for extracting to a downloadable file (PDF, JPG, PNG, and XL).

Manage Workforce /Personnel Information	Manage Org., Positions, Job Descriptions, & Classifications	Manage Workforce /Personnel Actions	Manage HR Strategy & Planning	Manage Workforce Voice & Engagement	Manage & Deliver HR Communications

Administer HR (2/2)

Vendor Solution-Ready Integration tools/APIs	Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	
	• Oracle PeopleSoft (the State's ERP named Cardinal), including a VRS enhancement:
	    • Specifically, Cardinal supports functions (with limited self-service) for Manage Workforce /Personnel Information, Manage Org., Positions, Job Descriptions, and Classifications, and Manage HR Strategy & Planning. Within these capabilities, an information exchange will be required to support updated employee records with data points including, but not limited to:
	        • Legal Name
	        • E-mail addresses assigned to new employees
	        • Home Address
	        • Job Title & Job Codes
	        • Oath/Term Date (for Judges & Magistrates)
	        • Compensation band structure
	• eAccess: Verify that an employee exist, links to the active directory to assign access/network access to new users. Ability to include both legal name (for internal use) and preferred name (for active directory representation).

Manage HR Service Delivery (1/2)

Business Outcome	Personnel have self-service and chatbots to improve consistency in the ability to access necessary HR documentation (e.g., policies, procedures), guidance (e.g., answers to common HR questions), and assistance (virtual assistants and case management) in order to find the information that they need and obtain services. HR professionals improve their responsiveness, promote personnel satisfaction, reduce employee frustration, and improve compliance through an HR knowledge base based on a single source of truth and feature market defining case management capabilities.
Main "Actor(s)"	SCV Personnel, HR Professionals, Magistrates, Judges
Scenario Beginning	Individual seeks HR documentation, FAQs, and assistance.
Scenario End	Individual's needs are addressed/report is created, case is closed, satisfaction is measured, and knowledge base is refined.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Through self-service supported by workflows and task lists, search a knowledge base located in a single, designated location of HR documentation and FAQs, supported by an HR policy repository and/or a dedicated imaging platform/software. ▪ FS2: Access is obtained to personnel's HR digital documents. ▪ FS3: Request assistance virtually (virtual assistant/chatbot) and telephonically (direct HR personnel contact). ▪ FS4: Open, manage (e.g., routing), and close the case (end to end functionality for HR Service Requests). ▪ FS5: Gather feedback on effectiveness of support (e.g., satisfaction survey). ▪ FS6: Analyze case trends (e.g., nature, volume and status of cases) and satisfaction of HR service level agreements (SLAs) ▪ FS7: Utilize reporting capabilities to support specialized/customized (e.g., SCV Personnel, HR Professionals, etc.) reporting requests. ▪ FS8: Access through both desktop and mobile devices, with Personally Identifiable Information (PII) security maintained. Please describe any alternative self-service capabilities for field personnel. Please describe the solutions archival capabilities.

Manage HR Service Delivery (2/2)

Vendor Solution-Ready Integration tools/APIs	Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	• Oracle PeopleSoft (the State's ERP named Cardinal), including a VRS enhancement:
	    • Specifically, Cardinal supports functions (with limited self-service) for Manage HR Self-Service and Manage HR Metrics, Reporting and Analytics. Within these capabilities, an information exchange will be required to support functions including, but not limited to:
	        • Canned Reports
	        • Self-Service (currently limited)
	• ServiceNow: Implementation currently in planning stages. Provides additional capabilities including, but not limited to:
	    • Management of the HR Knowledge Base
	    • Management of HR Services Delivery Cases via an automated e-mail auto-responder
	• eAccess: Employee verification application that links to the active directory to assign access/network access to new users.

Manage Ethics & Compliance	Manage Workforce Equity (Diversity & Inclusion)	Manage Health & Safety

Manage Workplace Compliance & Guidance

Business Outcome	Maintain compliance with employee data and manage information about employees to meet regulatory requirements while providing greater visibility into the workforce to enable data driven insights and decision making. Enable tracking progress of DE&I initiatives, improve the efficiency and timeliness of responses (others able to see the case history), identify opportunities for improvement and provide equal access to employees, while reducing instances of employees posting inappropriate and/or confidential content to social media platforms.
Main "Actor(s)"	SCV Personnel, HR Professionals
Scenario Beginning	Collecting essential candidate and employee data and demographics to ensure compliance with state and federal laws and update accordingly for policies related to DEI.
Scenario End	Ensure diverse hiring and promotion, identify areas lacking diversity and being able to track DEI initiatives to promote fair treatment and provide equal access to opportunities and meet regulatory reporting requirements.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Collect information from candidate/employee; Demographics, Disability, Military Experience, Gender, Race/Ethnicity ▪ FS2: Ensure state and federal regulatory reports can be generated ▪ FS3: Provide insight, dashboards, reporting of diversity of the talent and employment pools, talent pipeline and candidate pipeline ▪ FS4: Reporting of diversity data at a granular level on various demographics by organization (e.g., white, disabled veterans, etc.) ▪ FS5: Provide statistical analysis and reporting on succession planning data incorporating diversity data ▪ FS6: Provide real time data of headcount challenges and opportunities where diversity gaps are present ▪ FS7: Reporting available for interns within a work-study program ▪ FS8: Ability to track and manage disability accommodations to ensure ADA compliance is met ▪ FS9: Ability to improve understanding of confidentiality of court documents ▪ FS9: Ability to collect and store information and ensure it is secured and accessible by appropriate organizational roles
Vendor Solution-Ready Integration tools/APIs	Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: • MCI: 3rd party provider for workers compensation. Note: Currently a one-way integration of cases to MCI but would like to receive data back from MCI to eliminate the need to go into MCI to view status and to produce reports • Docebo: Communicate compliance against employee mandatory training requirements

Manage Employee Relations

Business Outcome	Collect, store, and manage all workforce complaints and grievances and measure and track compliance to SCV policies and provide guidance on how to interpret policy.
Main "Actor(s)"	SCV Personnel, HR Professionals, Employees
Scenario Beginning	Investigate a workforce complaint and/or begin a disciplinary/coaching action with an employee and determine staffing impacts as appropriate.
Scenario End	Close the process of a workforce complaint investigation and begin a disciplinary/coaching action with an employee, where necessary. Determine staffing impacts as appropriate.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Digitally collect and store disciplinary documents with electronic acknowledgement or signature with ability to categorize and review for accuracy and provide access by document category or union. ▪ FS2: Access to disciplinary actions should be allowed based on approved access due to confidentiality. ▪ FS3: Ability to address staffing and pay when an employee is discharged or demoted. ▪ FS4: Notify external entities (service benefit providers and Internal groups such as Benefits, Finance, Payroll)) of changes including reinstatement to ensure appropriate changes/required updates are automatically made. ▪ FS5: Provide access to a knowledge base where Managers can search SCV's, company policies for rules specific to disciplinary actions. ▪ FS6: Enable self-service to Managers to request information on disciplinary records with appropriate access (e.g., view only). ▪ FS7: Provide dashboard reporting including trend related data, reporting on past violations for an employee. ▪ FS8: Ability to pull data from past violations to see range of disciplinary – range of actions to be considered as possible consequence. ▪ FS9: Notifications of deadline for approaching deadline to assess discipline with dashboard reporting indicating status and due dates. ▪ FS10: Show dashboard for trend related data.
Vendor Solution-Ready Integration tools/APIs	Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: • ServiceNow: Potential integration for courts, policies, and regulations that are tied to disciplinary actions, complaints and grievances.

Financials
Management

L0: Manage Accounting and Finance

Manage Accounting and Finance

Manage Billing & Accounts Receivable
Create Invoices and Bills	Manage Collections	Manage Receivables Debit/ Credit Memos	Manage Customer Account Profiles

Manage Budgeting & Planning
Create Budgetary Estimates, Plans & Forecasts	Consolidate & Revise Budgets	Manage Financial Performance	Perform Long-Term Financial Planning

Manage Finance Service Delivery
Manage Financial Data	Manage Finance Self-Service	Manage Finance Metrics, Reporting & Analytics	Manage Finance Digital Documents

Manage Grants as a Grantor / Grantee
Manage & Pursue Grant Opportunities	Manage Award & Oversight	Manage Administration & Performance	Manage Audit & Close

Perform Period Close
Manage Labor Distribution	Consolidate Financials	Manage Period / Cycle Close	Perform Final Reconciliation

Perform General Accounting
Manage Ledgers & Chart of Accounts	Manage Subledger Accounting	Manage Financial Accounting
Manage Fund Accounting	Manage Project Accounting	Manage Lease Accounting

Manage Accounts Payable*
Process Invoices	Process Payments	Manage Payables Debit/Credit Memos
Manage 1099s	Manage P-Cards	Manage Travel and Expenses

Manage Fixed Assets
Manage Asset Requests	Manage Asset Acquisition and Depreciation	Manage Asset Improvements and Depreciation
Manage Asset Maintenance and Transfers	Manage Asset Under Construction	Retire and Dispose of Assets

Manage and Process Payroll
- Manage Payroll
- Manage Payroll Deductions, Taxes Garnishment, & 3rd Party Filings
- Process Payroll Payments

Support Finance Relations & Requests
- Manage Controls, Compliance & Regulatory Affairs
- Support Internal and External Auditor Request

Indicates Integration Need Only

Manage Budgeting & Planning (1/2)

Business Outcome	Provide the ability to perform more dynamic Budgeting and Planning activities in a fully integrated system (e.g., General Budget overview, incorporating key-drivers, developing scenario-based outputs) via dynamic budgeting tools that offer Excel integration (e.g., setup fields, spread funding, pull actuals), allowing for the tracking of multiple revisions throughout the budgeting cycle and speeding up the time to decision. Reduce time spent developing the budget and provide the capability to drill down into financial metrics with views for long-term financial planning.
Main "Actor(s)"	Finance Manager(s), Finance Director, Finance Team members (e.g., departmental budgeting staff)
Scenario Beginning	Annual budgeting process begins, departments begin to generate their budgets for the next year.
Scenario End	Budget approvals are available in the ERP system to drive ongoing Financial Planning and Budget reporting throughout the fiscal year.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Budget managers (Directors) are provided self-service capabilities that allow for accessible, direct views of the budget at any points in time to provide early and more confident decisions to be made regarding the forecast (e.g., to better use funds vs. having a surplus at end-of-year). ▪ FS2: Provide the aability to download and upload budget inputs for use in a dedicated budget solution for variance analysis to improve decision making through greater granularity in the decision-making process. ▪ FS3: Provide rolling 12-month forecast capabilities, with different views of the budget available - manager, Finance Director, function based (includes Chief Judges and Clerks). ▪ FS4: Provide the ability to have budget data more readily accessible in the GL with a simplified reporting process and improved decision tracking at a detailed level (e.g., the ability to understand the source of adjustment and reasoning). ▪ FS5: Provide visibility into variance and plan vs. actual (e.g., Director at OES have better visibility into the budgets). ▪ FS6: Provide the ability to integrate financial forecasts (e.g., current budget and plan; cost reports of budget vs forecast) ▪ FS7: Automatically integrate information on maintenance agreements and software renewals from finance and procurement modules. ▪ FS8: Delineate and capture types of adjustments made to budget (e.g., new funding from the General Assembly, appropriation adjustments to salary, healthcare costs) for improved revision tracking at a detailed level ▪ FS9: Provide ability to monitor budgets across various agencies and reallocate funds and programs from the general fund as needed. ▪ FS10: Support rules that restrict transfer of funds (~25 sources) between 9 agencies (e.g., cannot move court money to education) ▪ FS11: Provide ability to capture long-term forecasted expenses, including notifications of anticipated renewals

Manage Budgeting & Planning (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS12: Provide the ability to incorporate key drivers in the systems' extended planning and analytics capabilities, including the integration of procurement planning and HR planning (e.g., people costs) and the ability for Directors to create manage reports for finance metrics. ▪ FS13: Provide comparable functionality to replace IDSS, a custom Oracle application ▪ Provides budgetary checks in Consolidate and Revise budgets capability and supports wage employee and substitute Judges timesheet reporting activities, via manual data entry. 353 standard reports are based in IDSS, and although a significant number are no longer used, budgetary reporting functionality and the ability to create custom reports must be maintained. ▪ FS14: Ability to establish and manage budgets by Agency, Fund, Program and Grant

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	   ▪ Oracle PeopleSoft (the State's ERP named Cardinal)
	      ▪ Timesheets and financials for Manage Financial Performance
	      ▪ Expenditures and agency to agency transactions in Manage Finance Metrics, Reporting & Analytics

| Manage Financial Data | Manage Finance Self-Service | Manage Finance Metrics, Reporting & Analytics | Manage Finance Digital Documents |

Manage Finance Service Delivery

Business Outcome	Collect, identify, implement and manage tools and procedures via a central financial data repository for Finance knowledge management, and create and maintain a Finance service support knowledge repository (e.g., collect and publish policies, guidance) with the ability to generate ad hoc and/or pre-scheduled Finance reports via a reporting dashboard with functionality including, but not limited to enabling budget status (programs against budget) with drilldown views into expenses.
Main "Actor(s)"	Finance Manager(s), Finance Team members (e.g., departmental budgeting staff)
Scenario Beginning	Finance personnel seeks financial data and/or report via self-service
Scenario End	Finance personnel obtains report that includes drill-down capabilities with easily exportable data that empowers decision-making capabilities
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Provide the tools and information to enable user self-service ▪ FS2: Generate ad hoc and or pre-scheduled Finance reports and analysis on Finance related data. ▪ FS3: Utilize a data warehouse to support self-service reporting capabilities. ▪ FS4: Manage the scanning, storage, processing and extraction of digital documents related to Finance processes. ▪ FS5: Include functionality for the replacement of custom Oracle application IDSS which provides finance data necessary for financial data analysis in Manage Finance Metrics, Reporting and Analytics. ▪ FS6: Provide ability to add additional fields required for the Criminal Funds to answer ad hoc requests from the General Assembly. ▪ FS7: Support self-service remote entry and approval of per diem vouchers for substitute and retired judges ▪ FS8: Provide leadership, with permissions, the ability to access finance reports on a dashboard with drilldown into expenditures.

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	   ▪ Oracle PeopleSoft (the State's ERP named Cardinal)
	   ▪ Support integration with Electronic Voucher Processing System (EVPS) with ability to allow adding AP codes via manual entry or custom fields (solution TBD) Note: vendors to submit payment requests via electronic submission process for the criminal fund
	   ▪ Ability to support Crystal Reports: currently houses functions for Manage Finance Metrics, Reporting & Analytics

Support Finance Relations & Requests

Business Outcome	Enable finance managers and team members the ability to efficiently provide requested financial information from internal and external auditors in a timely manner.
Main "Actor(s)"	Finance Manager(s), Finance Team members
Scenario Beginning	SCV Finance Department is issued a request from an outside auditor and/or the General Assembly.
Scenario End	Inquiring party's request is addressed, case is closed, satisfaction is measured, and knowledge base is refined.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Provide compliance solution for contract reviews, law research, and record management to enable due diligence. ▪ FS2: Review and provide requested financial information from internal and external auditors. ▪ FS3: Provide request tracking capability, including documents received as a result of audit request as well as overall internal progress ▪ FS4: Include comparable functionality for the replacement of custom Oracle application IDSS which provides finance data necessary for auditor requests and the management of compliance and regulatory affairs.
Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: ▪ Oracle PeopleSoft (the State's ERP named Cardinal)

Perform General Accounting (1/2)

Business Outcome	Along with the restructuring of the CoA including over 20 years of financial history, provide a standardized, automated cost accounting process that allows for business forecasting and includes an improved user experience and the minimization of manual processes, to improve efficiency and provide timely financial consolidation and period end closing and reporting.
Main "Actor(s)"	Finance Manager(s), Finance Team members (e.g., departmental accountants), Operations
Scenario Beginning	Pending expense transactions to be posted in the sub-ledger and perform Journal Entry, track fund accounting, and manage project accounting.
Scenario End	Allocate costs at the end month and complete accounting entries and complete reconciliations for end of month
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Ability to align a revamped CoA (Chart of Accounts) against the CoA (Chart of Accounts) used by the State (via Cardinal) in order to streamline business accounting and forecasting processes. ▪ FS2: Provide interface options with the ERP becoming the potential new point of General Accounting entry. ▪ FS3: Allocate costs based on user-defined rules (e.g., splitting one expense to multiple courts/agencies). ▪ FS4: Schedule Education monthly reclassification allocation run (e.g., end of period batch jobs). ▪ FS5: Create period end activities list, allocate to users & schedule, monitor and perform period end closing with the capability for Journal Entry Excel upload. ▪ FS6: Manage interagency transactions. ▪ FS7: Adjust entries after period end closing. ▪ FS8: Create and change General Ledger code combinations and assign multiple hierarchies. ▪ FS9: Provide regulatory and ad hoc financial statements & reporting. ▪ FS10: Provide the ability for report dashboards and financials compared to budget or benchmark by cost segment or rollup. ▪ FS11: Provide the ability to automatically reconcile accounts and report outstanding items, including those that may lead to overspend. Reconcile accounts within the system and with respect to Cardinal ▪ FS12: Allow for the use of a project number within the general fund for the purposes of Grant Management/Administration. ▪ FS13: Provide fields (approximately 80) and categories in the criminal fund that are not sent to the State's ERP (Cardinal), such as those for special impact requests.

Perform General Accounting (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS14: Use artificial intelligence or other advancements in technology to showcase increased automation and less manual processing. ▪ FS15: Provide functionality replacement for IDSS, a custom Oracle application ▪ Provides budgetary checks in Consolidate and Revise budgets capability and supports wage employee and substitute Judges timesheet reporting activities, via manual data entry. 353 standard reports are based in IDSS, and although a significant number are no longer used, budgetary reporting functionality and the ability to create custom reports must be maintained.

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	   ▪ Oracle PeopleSoft (the State's ERP named Cardinal)
	      ▪ Desire for a CoA (Chart of Accounts) that matches Cardinal's CoA (Chart of Accounts) more closely
	      ▪ Fields and categories exist in the criminal fund that are not sent to Cardinal (e.g., fields captured for special impact request).
	   ▪ LAS: Lease Accounting System (Future, when supported by Dept of Accounts)
	   ▪ FAACS: Fixed Assets and Accounting Control System (Future, when supported by Dept of Accounts)

Consolidate Financials	Perform Final Reconciliation	Manage Period / Cycle Close	Manage Labor Distribution

Perform Period Close (1/2)

Business Outcome	The Close, Consolidate, & Report area, as well as more broad financial reporting processes, are moderate in pain (with significant manual processes) but high in value. SCV seeks to quickly, accurately and efficiently close its books and produce reports reflecting its financial position and changes in financial position and performance. This includes the adoption of leading processes available in a modern ERP, including improved management of financial data, self-service reporting, and drill-down and filtering capabilities.
Main "Actor(s)"	Finance Manager(s), Finance Team members (e.g., departmental accountants)
Scenario Beginning	The start of the Period-End process
Scenario End	The completion of the Period-End close; financial reports are generated
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Demonstrate the entire end-to-end month-end close process and how your solution supports close management, including account reconciliation, transaction matching, journal entry processing, variance analysis. ▪ Additionally, describe how the solution's month-end close process will align to that of the State's via integration with the State's Oracle PeopleSoft (Cardinal) system, including any automated reconciliations. ▪ FS2: Demonstrate ability of the system to report % of transactions posting to accounts with workflow-triggered alerts to department/finance users/groups to drive efficient reconciliation; show how this will be supported by drill-through capabilities to transaction/journal entry as well as supporting documents attached to those transactions/entries. ▪ FS3: Describe how your system promotes a single version of truth and accurate financial reporting through CoA (Chart of Accounts) master data mgmt., a flexible chart of accounts (e.g., dynamic insertion), and legal entity setup and maintenance (incl. changes, consolidation). ▪ FS4: Demonstrate the generation of self-service and standard reports with 1. drill-down (for additional granularity) and filtering capabilities; 2. different categories/segments of general ledger; and 3. consolidation under different department entities and codes to generate financial consolidation reporting. ▪ FS5: Demonstrate how data access is controlled based on user role and permissions; discuss the access framework. ▪ FS6: Show out-of-box ability to generate Financial Statements with drill-through capability.

Consolidate Financials	Perform Final Reconciliation	Manage Period / Cycle Close	Manage Labor Distribution

Perform Period Close (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS7: Allow for multiple open periods in order to reconcile transactions made in a non-current period ▪ FS8: Provide self-service capabilities for users to make changes to their labor distribution (e.g., clerks) ▪ FS9: Provide a single labor distribution record for retired and substitute judges supporting multiple courts across business units for the purposes of accurate payroll payments. Similar for 1099s. ▪ FS10: Ability to reclassify employee expenses to another agency **not** assigned to the employee profile in Cardinal ▪ FS11: Provide functionality replacement for IDSS, a custom Oracle application, across period close processes

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	   ▪ Oracle PeopleSoft (the State's ERP named Cardinal): interface to perform final reconciliation, including labor distribution
	   ▪ Support automation of the period-close reconciliation process, flagging only those records for non-matching transactions.

| Create Invoices & Bills | Manage Collections | Manage Receivables Debit / Credit Memos | Manage Customer Account Profiles |

Manage Billing and Accounts Receivables (1/2)

Business Outcome	Improve Accounts Receivable (AR), including improved efficiency for Circuit Court receivables, by increasing automation and process flows for invoicing and collections, to increase accurate, transparent billing and lower collection processing times to ensure on-time payment. Enable payments through a customer portal to reduce the amount of paper sent to customers/vendors, while providing improved transparency on payment status.
Main "Actor(s)"	Finance Manager(s), Finance Team members (e.g., departmental budgeting staff), Information Technology for Circuit Courts
Scenario Beginning	Invoice/bill is created, and posting is made to general ledger.
Scenario End	Receivables are managed and tracked, collections aging report created, and outstanding collections are managed.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	- FS1: Ability to generate AR Aging based on both invoice date and due date. Automated AR Aging calculation with a total tie to the general ledger (GL) - FS2: Provide a general overview of collections and aging. - FS3: Functionality to prevent edits to issued invoices and prevent duplication of invoices. If not feasible, the ability to generate a report that summarizes changes made to invoices after the invoice has been issued (e.g., invoice amount/invoice date). - FS4: Ability to generate a cash receipt report with the invoice number and invoice amount. - FS5: All sales adjustment transaction approval workflow within the system. - FS6: Ability to account for two primary types of receivables: - Courts Financial Accounting System (FAS): all court receivables including citizen fees, report receivables to DOA (note: the ERP will not actually bill nor receive funds, only reflect related transaction information) - Office of Executive Secretary (OES): - Miscellaneous: Payroll, law library (separately appropriated for law library) - Dept. Judicial IT (DJIT): Circuit Court and other Judicial agencies used for computer equipment that is billed by IT to the Circuit Courts, including IT services

| Create Invoices & Bills | Manage Collections | Manage Receivables Debit / Credit Memos | Manage Customer Account Profiles |

Manage Billing and Accounts Receivables (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS7: Provide monthly extract for Courts receivables at summary level (i.e., fund and revenue source), split by Commonwealth and locality accounts
	▪ FS8: Ability to adjust outstanding receivable amounts for invoice adjustments via debit and credit memos.
	▪ FS9: Replace functionality in IDSS and AIMS:
	  ▪ IDSS: custom Oracle application: provides finance data necessary for financial data analysis in Manage Finance Metrics, Reporting and Analytics
	  ▪ AIMS: Generic, custom built, content management system no longer receiving enhancements. IT makes purchases through AIMS and creates a PO in IDSS for invoice entry. Data must be extracted from AIMS and PO in IDSS.

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: ▪ Courts Financial Accounting System (FAS): all court receivables including citizen fees, report receivables to DOA, but do not actually bill nor receive funds.

Manage Grants as a Grantee (1/2)

Business Outcome	Provide a central location to manage grantor/grantee information and improve efficiency, accuracy, and internal controls on the appropriate grant management processes including the evaluation and determination of awards, management of award acceptance and approval, tracking of grant expenditures, and final reconciliation of funds. Provide a full lifecycle view of grants, including integrations for larger Federal and/or APIs for small grantors. Capture the courts' priorities to better identify appropriate grant opportunities and better determine grants that are not worth pursuing.
Main "Actor(s)"	Finance Manager(s), Finance Team members (e.g., grants staff), Grants Program Managers, External Grantors
Scenario Beginning	Pre-award Grant Management that identifies opportunities, captures application requirements, sends application reminders, and submits to Grantor system.
Scenario End	Post-award Grant Management that initiates final payment/refund, reconciles remaining funds, and closes grant agreements.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Capture Courts and departmental priorities to better identify appropriate Grant opportunities that are worth pursuing. ▪ FS2: Provide a common, centralized grant application development and submission workflow, including manager approval/authorization steps and automated application reminders aligned to key dates. ▪ FS3: Provide for the management and inclusion of attachments (including grant narrative, letters of support etc.), as well as submissions to Grantor system. ▪ FS4: Support preliminary provisioning of grant funds prior to / in anticipation of an awarded grant. ▪ FS5: Provide for the management of award acceptance (includes scopes of work) with the ability to link awards to specific grants ▪ FS6: Support grantor relationship management, including capturing internal notes (e.g., from conversations on opportunities with grantor relationships) and tracking different contacts across grantors (e.g., DUNs) ▪ FS7: Setup awarded grant (receipt and control), including intended sub-recipients, allocation of budget(s), deliverables, special conditions (e.g. name of participant(s) receiving benefit, no funds on food etc.) and assignment of an internal Grant tracking number/identifier. ▪ FS8: Ability to establish a new revenue source code for depository records (in the event of new CFDA number) ▪ FS9: Support the set-up and award of "mini-grants" (e.g., up to $1500) to localities using available funds from received grants (i.e., as a grantee). **Note**: localities are reimbursed by central (i.e., funds are not distributed from onset of award) for actual expenses.

Manage Grants as a Grantee (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS10: Support real-time grant project management activities, including the ability to capture milestones, disbursements, payment validation, and payment profiling. ▪ FS11: Support real-time tracking of grant related expenditures, such as time/attendance logged against grant activities that includes reporting of match hours (i.e., hours logged against grant activities and paid via non-grant funds), pre-approval for travel etc. ▪ FS12: Manage amendments to personnel, timeframe, and budget, ▪ FS13: Automate reminders of critical grant milestones, including start, payments, reporting, and estimated close dates. ▪ FS14: Provide the ability for managers to view up-to-date information relating to availability of grant funds, including current balance, recorded expenditures, projected expenditures not yet paid (e.g., due to raises, staff turnover/vacancies, costs tagged for disbursement at end of grant). ▪ FS15: Provide platform for development and sharing of reporting templates. ▪ FS16: Ability to auto-generate and attach via email any quarterly and annual reports with submission to various external entities and systems (e.g., to DHHS in the PMS system, to DOJ in the JustGrants system, to DCJS in the DCJS Grants Management system and DMV in DMV's Grant Management System, State Justice Institute-SJI). ▪ FS17: Initiate final payment/refund, including final reconciliation of funds and closure of grant agreements. ▪ FS18: Provide transparency and accountability for audit purposes. ▪ FS19: Allow transfer of funds across Grants along with required approval processes to support shortfalls

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	    ▪ Oracle PeopleSoft (the State's ERP named Cardinal)
	    ▪ Various grantor systems (e.g., state DMV and other Federal portals as described in FS15)

Manage Grants as a Grantor

Business Outcome	Provide a central location to manage grants as a grantor, including identifying goals and eligibility criteria of the grants program, documenting required processes and information, intake of grantee applications, and management of final award, including configuring grantee accounts, allocating budget, tracking expenditures, and facilitating comprehensive use of available funds.
Main "Actor(s)"	Finance Manager(s), Finance Team members (e.g., grants staff), Grants Program Managers, Grantees
Scenario Beginning	Pre-award Grant Management that publishes opportunities, defines application requirements, sends application reminders, receives submissions from Grantees, and determines awards based on a sustainability formula (see FS5) or budget language.
Scenario End	Post-award Grant Management that coordinates on final payment/refund, reconciles remaining funds, and closes grant agreements.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Set up and prepare grant program, including the preparation of application instructions (change by year), updating restrictions for use of funds, special conditions, etc. ▪ FS2: Provide a checklist for Grant Program Managers of application requirements, ongoing reporting needs, etc. ▪ FS3: Identify and notify intended applicants (localities) of grant opportunities, i.e., only those localities that are eligible. ▪ FS4: Establish allocation of budget and restriction of funds. **Note**: SCV is not a Grant originating organization but uses grant process to distribute funds and enable oversight. ▪ FS5: Facilitate centralized intake of applications (budget narrative, face sheet, key personnel, policy manual, etc.) ▪ FS6: Support evaluation of applications/submissions and determine grant awardee using a sustainability formula (i.e., first *x* dockets that qualify will receive funds) or budget language. ▪ FS6: Configure locality accounts upon acceptance and signature of grant award acceptance form. ▪ FS8: Support subrecipient processes for Federal Grants, i.e., SCV acts as both a Grantee and Grantor. ▪ FS8: Provide automated workflows for initial funds request, tracking project goals, budget amendment requests, and expense approval. ▪ FS10: Enable the management of the grant monitoring/oversight process, including receipt of quarterly progress and financial reports by locality, as well as generating summary reports relating to number and status (e.g., timeliness) of grants awarded. ▪ FS11: Facilitate final reconciliation of funds and closure of grant agreements.
Vendor Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: 　▪ Oracle PeopleSoft (the State's ERP named Cardinal) 　▪ Data Gains Case Mgmt. (future system that may include funding information for the grantees)

Manage and Process Payroll

Business Outcome	Personnel (Substitute and Retired Judges) receive accurate pay. Substitute and Retired Judges need a time entry system to record their days (half-days vs full-days) worked. Days worked (converted to hours worked) will interface to the state system for payroll and bring data back into the ERP for the users to have self-service paystubs, a verification of days paid on each paystub and W2s.
Main "Actor(s)"	Judges, SCV Payroll Professionals, Substitute & Retired Judges, and Clerks
Scenario Beginning	Payroll Professional configures the direct deposit, deductions, taxes, garnishment, and third-party filings in Cardinal. Full and half days worked are entered into the ERP and follow an approval process before arriving in payroll for processing. Time worked and the related travel expenses are done through a single submission for either 1. a substitute or retired judge sitting or 2. a retired judge handling a settlement conference.
Scenario End	Personnel receive payment and access paystubs (for substitute/retired judges)
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Capture payroll inputs (e.g., time, half days/whole days) via self-service capabilities for timesheet data entry by clerks and judges including additional data such as reason codes, date worked, judge replaced, locality, type of court, business unit, etc. As well as the related travel expenses. ▪ FS2: Calculate and allocate labor costs and distribute labor expenses, including hours worked ▪ FS3: Automate wage calculation based upon predefined rules for specific employee groups (e.g., substitute judges receive $100 for a half day and $200 for a full day, while retired judges receive $400 per day regardless of hours worked). ▪ FS4: Prevent the entry of future dates for time worked. ▪ FS5: Provide the ability to meet complex payroll rules specific to SCV role/position (e.g., timesheet approval routing/deadlines, payroll certifications must be completed no later than 1:00pm on the semi-monthly and bi-weekly certification dates established by DOA). ▪ FS6: Produce payroll reports/summary for retired/substitute judges that correlates payment with specific dates worked. ▪ FS7: Provide the ability to prevent retired/substitute judges from entering time for a day that is already paid and prevent duplication ▪ FS8: Provide seamless submission and query capabilities to enables judges and their administrative representatives the ability to submit data and access reports. ▪ FS9: Provide report that summarizes budget vs actual for locality and district that shows the related payroll and travel expenses. And a report that lists all settlement conferences for a specific pay period. ▪ FS10: Manage corrections and perform audits ▪ FS11: Ability to support a single submission of payroll and travel requests for Retired Judges. ▪ FS12: Ability to select the pay period dates that will be run on the interface to Cardinal.
Vendor Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: ▪ Oracle PeopleSoft (the State's ERP named Cardinal) for time keeping, pay calculation

Manage Asset Requests	Manage Asset Acquisition & Depreciation	Manage Asset Improvements & Depreciation	Manage Asset Maintenance & Transfers	Manage Asset Under Construction	Retire & Dispose of Assets

Manage Fixed Assets (1/2)

Business Outcome	Improve efficiency, accuracy, and internal controls on the appropriate management of the recording of fixed assets and eliminate the current e-mail-based management of asset requests. Provide for the potential elimination of the Material Audit Finding process.
Main "Actor(s)"	Finance Manager(s), Finance Team members, Purchasing, DJIT
Scenario Beginning	Record newly acquired asset
Scenario End	Retire fully depreciated assets
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Receive assets (requiring receiver to enter tag number, serial number, products being received that create an asset) ▪ FS2: Split assets across multiple entities ▪ FS3: Provide the ability to create invoices at the project level ▪ FS4: Transfer Asset (non-accountant) ▪ FS5: Depreciate assets ▪ FS6: Capitalize assets ▪ FS7: Retire assets (non-accountant) ▪ FS8: Automatically populate and update asset information (e.g., category/asset type) in the Fixed Assets Accounting & Control System (FAACS) for asset acquisition and depreciation ▪ FS9: Automatically update useful life of assets approaching the end life in FAACS, as well as retiring/disposing of assets upon expiration of useful life. ▪ FS10: Add assets in mass ▪ FS11: Transfer assets in mass ▪ FS12: Retire assets in mass from list ▪ FS13: Generate asset listing as of a particular period ▪ FS14: Generate asset additions listing for a period ▪ FS15: Generate retirement listing for a period

| Manage Asset Requests | Manage Asset Acquisition & Depreciation | Manage Asset Improvements & Depreciation | Manage Asset Maintenance & Transfers | Manage Asset Under Construction | Retire & Dispose of Assets |

Manage Fixed Assets (2/2)

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	  ▪ Crystal Reports
	  ▪ State Financial System i.e. Cardinal

Manage Accounts Payable – General (1/2)

Business Outcome	Manages a streamlined process for paying vendors and reporting on payments, with automation and workflows where possible to increase efficiency, including updates to comply with IRS rules. Create processes native to the ERP that are suitable for replacing an entirely custom Accounts Payable system.
Main "Actor(s)"	Finance Manager(s), Finance Team members (e.g., departmental budgeting staff, AP staff), Vendor
Scenario Beginning	Incoming invoices are matched and verified against 2 categories (1) general vouchers with PO, and (2) general vouchers with no PO
Scenario End	Payments are sent with minimal manual work at appropriate times to maximize available discounts and comply with payment terms.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Automated workflow for receiving materials (e.g., barcode scanning), matching invoices, and submitting payments based on user defined approval needs. ▪ FS2: Ability to automate the processing of vouchers (e.g., scanning, automatically extracting data elements from the scanned images, and pre-populating data elements from the scanned paper-based vouchers) for non-IMC and non-Criminal fund paper vouchers. ▪ FS3: Automated workflow for (1) AP disbursement, (2) PO, (3) non-PO invoice with authorization matrix, audit trail for approval users. ▪ FS4: Approval workflows that take into consideration segregation of duties policy pre-established by Finance leadership. ▪ FS5: Ability to list the various disbursements made by type (e.g., EFT, check, ACH). ▪ FS6: Ability to produce and edit 1099s, as well as role-based permissions for SCV employees to view 1099s of contractor employees. ▪ FS7: Ability to report on various 1099 requirements, including ERP vendor provided automatic IRS rule updates. ▪ FS8: Ability to report on AP data and generate tailored AP reports through self-service (i.e., without requiring IT involvement). Please provide a list of standard AP reports available through the ERP. ▪ FS9: Ability to support (populate, maintain, view) a separate set of vendor information (e.g., in a separate vendor table) that is isolated from the SCV's vendors data within the ERP (see the integration/APIs of this use case for further context on this desired feature set).

| Process Invoices | Manage 1099s | Manage Travel & Expenses | Manage Payables Debit / Credit Memos | Process Payments | Manage P-Cards |

Manage Accounts Payable – General (2/2)

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	    ▪ Cardinal for payments. No payments will be made directly by the SCV's ERP. Instead, the SCV's ERP will send payment requests to the State's Cardinal system and Cardinal will make the payments.
	    ▪ Cardinal for vendor data. The State's Cardinal system maintains a set of vendors and provides new, and updated, vendor information to State agencies through an API. The SCV maintains its own, separate, set of vendors and does not want the information passed from Cardinal to directly update the SCV's vendor data as the Cardinal data could potentially override valid SCV vendor information. As such, vendor data passes from Cardinal should be maintained separately (isolated from the SCV's vendor data) and the Cardinal data should be accessible within the ERP for SCV users to review (e.g., to determine if any relevant vendor updates should be applied to the SCV's vendors).

Manage Accounts Payable – Employee Travel and Expenses (1/2)

Business Outcome	Manages the employee travel request and expenses process, in compliance with travel policies, reporting on payments, with automation and workflows where possible to increase efficiency.
Main "Actor(s)"	Employee (Traveler), Manager (Travel Approval), Finance Team members
Scenario Beginning	Employee requests travel authorization
Scenario End	Travel polices are enforced, and payments are issued

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Ability to provide employee travel and expense functionality :
	
	    ▪ FS1(a): Ability to initiate a travel authorization request including: the number of court employees, method of travel (e.g., plane, rail), date requested, employee name(s), employee dept.(s), destination(s), reason for travel, travel start date, funding source, and travel return date.
	
	    ▪ FS1(b): Ability to provide travel authorizations through an approval workflow.
	
	    ▪ FS1(c): Ability to generate travel reports (e.g., report on travel authorization request issued over a given period of time or by travel authorization number range)
	
	    ▪ FS1(d): FS11: Ability to support a single submission of payroll and travel requests for Retired Judges
	
	▪ FS2: Approval workflows for employee travel amounts in excess of per diem, per Travel and Expense policy. Support business rules for approvals of travel and expense transactions that assign different approval levels for specific roles, as well as supporting workflow to re-route approvals based upon predefined excess percentages.
	
	▪ FS3: Ability to associate expenses with different agencies and automatically create two journal entries from approved expenses. The first JE will enable payment through the State's Cardinal system. The second JE will adjust the first JE to either split the original expense among multiple agencies or to move the entire expense to a different agency (depending upon the coding/transaction-details provided by the employee during expense submission). Note: The purpose of this feature set is to enable SCV to modify the allocation of expenses to different agencies as Cardinal will only make payments through the agency in which an employee works. However, an employee may travel on-behalf of another agency and, therefore, an adjustment needs to be made in Cardinal to move the expense to the appropriate agency (or agencies). As an example, a Circuit Court judge may serve on a panel for the Supreme Court. As Circuit Court employee, Cardinal will process the judge's expenses against the Circuit Court agency, but the expense should be processed against the Supreme Court agency. As such, an adjusting entry needs to be created to move the expense to the Supreme Court agency.

Manage Accounts Payable – Employee Travel and Expenses (1/2)

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: ▪ Cardinal for payments and adjusting payments (e.g., adjusting the paying agency as noted in FS3). No payments will be made directly by the SCV's ERP. Instead, the SCV's ERP will send payment requests to the State's Cardinal system and Cardinal will make the payments.

Manage Accounts Payable – Criminal Fund and IMC (1/2)

Business Outcome	Manages a streamlined process for paying vendors and reporting on payments, with automation and workflows where possible to increase efficiency.
Main "Actor(s)"	Finance Manager(s), Finance Team members (e.g., departmental budgeting staff, AP staff), Vendor
Scenario Beginning	Incoming invoices are matched and verified against 2 categories (1) Chart of Allowances, and (2) Involuntary Mental Commitment (IMC) Note: The Chart of Allowances is managed through a separate Criminal Fund
Scenario End	Payments are sent with minimal manual work at appropriate times to comply with payment terms.

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Within payment processing, the ability to account for unique aspects of SCV Accounts Payable:
	    ▪ FS1(a): Criminal Fund Payments – ability to store a table of Bar IDs and associated attorney names (extracted and loaded from the VA Bar database) in order to validate the bar ID and attorney name in the voucher.
	    ▪ FS1(b): Interpreter Payments (part of Criminal funds) – ability to create a form to capture and validate the various fields as reflected on form DC-44 (e.g., individual date of service performed, individual court code). Note: SCV is in the process of adding this functionality to EVPS but is interested in learning about ERP capabilities to potentially handle this functionality.
	    ▪ FS1(c): Ability to validate that the same interpreter is not at two different locations at a given time. This is based on the interpreter's SSN.
	    ▪ FS1(d): IMC Payments (to be added, processed similar to Criminal Funds) – ability to manage the separate, business rules, form, and fund for IMC Payments
	▪ FS2: Ability to process requests for payment (e.g., fees, travel, expenses) against complex business rules including those outlined in the [SCV Chart of Allowances](). This includes the ability to apply different business rules:
	    ▪ FS2(a): Depending upon the number of days between when the payment request was submitted and the services or travel was completed (e.g., additional documentation may be required after 30days)
	    ▪ FS2(b): To verify the availability of funds for waivers (i.e., a specific payment request type) prior to payment. If the waiver funds are exhausted, the amount of the waivers will not be paid. This must have the flexibility to reject payment, hold the payment, or short-pay. Note: No notification is provided to the vendor.

Manage Accounts Payable – Criminal Fund and IMC (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS2(c): To ensure that submitted requests for payment comply with fees and thresholds (statutory limits) set forth in the SCV Chart of Allowances, including variations by Court (e.g., District, Juvenile and Domestic Relations District, Circuit), by Charge (e.g., misdemeanor, delinquency, felony) and any supplemental statutory waiver amount (if available). ▪ FS2(d): To ensure that services and expenses comply with the statutory limits, including specified hourly rates and time increments (e.g., time not recorded in increments greater than .10 hours) for different services, specified fees for services (e.g., set amounts for various tests) and per diems for expenses (e.g., mileage) ▪ FS3: Ability to produce a summary report for various elements (e.g., IMC, Criminal Fund, Interpreter, Vendor, Commonwealth) with the month-to-date and year-to-date services and amounts.
Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: ▪ Support integration with Electronic Voucher Processing System (EVPS) with ability to allow adding AP codes via manual entry or custom fields (solution TBD). Note: SCV is in the process of determining the go-forward approach with EVPS. This may result in EVPS passing Criminal Fund and IMC invoice data to the ERP for processing (and ultimately integration with Cardinal for payment).

Procurement Management (P2P)

L0: Manage Procurement (P2P)

Manage Procurement (P2P)

Strategically Source

Analyze Spend	Manage Categories
Plan Acquisitions	Manage Supply Base

Purchase Direct/Indirect Materials and Services

Manage Services Procurement	Create & Approve Requisitions	Create & Approve POs	Receive Goods & Services	Perform Quality Checks
	Create & Manage Proc. Plans	Receive Invoices	Manage / Process Returns	Manage Materials

Manage Vendor Relationships

Manage Vendor Master Data	Measure Vendor Performance	Facilitate Vendor Onboarding
Track Vendor Compliance	Provide Proc. Reports & Analytics	Manage Supply Risks

Manage Supplier Contracts

Develop Contracts	Manage Contract Lifecycle
Manage Online Catalogs	Establish Contingency Plans

Indicates Integration Need Only

Manage Solicitations

Develop and Post Solicitations	Access Solicitation Documents	Receive Vendor Proposals	Evaluate and Award Solicitations	Manage Solicitation Protests	Communicate with the Vendor Community	Support Vendor Questions & Answers (Q&A)

	Analyze Spend	Manage Categories	Plan Acquisitions	Manage Supply Base

Strategically Source

Business Outcome	Improve efficiency, gain better visibility into vendor performance, and provide for potential savings and better insight into current and forecasted spend by aggregating and reporting on award, order, and spend data at item and vendor levels across the various agencies, via sophisticated search capabilities.
Main "Actor(s)"	SCV Procurement (buyers and individuals with purchasing authority), SCV Finance
Scenario Beginning	User receives and captures data related to vendor transactions, invoices.
Scenario End	User understands spending by a category (e.g., high level, granular); information is easily readable, digestible and enables decision making
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Automated data capture and storage capabilities (including access to historical images) to collect vendor-related data from various sources (e.g., electronic invoices, contracts), including discussion, or ideally demonstration, of integration across applications (e.g., eVA to search for contracts) ▪ FS2: Robust category management capabilities to support accurate data and reporting (e.g., contractor resource spend). ▪ FS3: Ability to transact in workbooks including pivot-tables, with the ability to track and analyze general spend and usage. ▪ FS4: Ability to generate spending summary reports by product or vendor and freight costs of all incoming/outgoing items separately ▪ FS5: Ability to configure/tailor standard vendor reports (e.g., SLA tracking, performance dashboards, supplier/vendor scorecards) ▪ FS6: Ability to configure reports to assess vendor performance against predefined metrics/expectations ▪ FS7: Ability to track quantities and spend on various goods and commodities (e.g., toner, paper) across vendors from the Courts' and State in order to identify opportunities for cost savings. ▪ FS8: Ability to track and analyze multi-year contracts with breakdowns for future budget projections ▪ FS9: Ability to manage supplier renewals, including advanced notification of upcoming renewal dates
Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: ▪ Oracle PeopleSoft (the State's ERP named Cardinal) ▪ eVA: contract search tool for statewide contract opportunities

Manage Services Procurement	Create & Approve Requisitions	Create & Approve POs	Receive Goods & Services	Perform Quality Checks	Create & Manage Proc. Plans	Receive Invoices	Manage / Process Returns	Manage Materials

Purchase Direct/Indirect Materials and Services (1/2)

Business Outcome	Efficiently develop, submit and approve requests for goods and services, and define the specific parameters to drive the sourcing of these requests (price, vendor, quantity, etc.) and create material /service receipts in order to update the inventory / service fulfillment with the ability to perform incoming material inspections and quality assurance actions for service acceptance to help measure vendor performance.
Main "Actor(s)"	SCV Procurement (buyers and individuals with purchasing authority), SCV Finance
Scenario Beginning	Procurement Manager obtains goods/services.
Scenario End	Procurement Manager ingests the invoiced goods/services received from various sources, creates material / service requirements forecasts for the planning horizon, and plans material requirements for the future.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Manage the talent pool, rate cards and cost benchmarking, rate negotiation and resume comparison, negotiation of contracts and SOWs, resource tracking, tasks and assignments, reporting of deliverables, tracking of SLAs and other commitments, and invoice aggregation and validation. ▪ FS2: Develop, submit and approve requests for goods and services, and define the specific parameters to drive the sourcing of these requests (price, vendor, quantity, etc.). ▪ FS3: Demonstrate automated workflows for creating and approving POs across AP, Vendor, and purchasing, as well as receiving goods & services via receiving report ▪ FS4: Support the management of all subscriptions for the Code of Virginia and subscriptions to the VA Reports (decisions of the SCV) and Virginia Court of Appeals reports. ▪ FS5: Track equipment leases and include the following fields for tracking purposes: purchase order #, vendor, equipment type, model #, department, start date, and end date. ▪ FS6: Create material / service requirements forecasts for the planning horizon that includes functionality to incorporate the various forms that need to be purchased and shipped to the various courts. ▪ FS7: Send notifications to buyers 60 days before the end date of the maintenance agreement, rental agreement, or term contract.

Manage Services Procurement	Create & Approve Requisitions	Create & Approve POs	Receive Goods & Services	Perform Quality Checks	Create & Manage Proc. Plans	Receive Invoices	Manage / Process Returns	Manage Materials

Purchase Direct/Indirect Materials and Services (2/2)

How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS8: Ability to categorize purchases according to State rules (i.e., only some types of purchases can be made for the Courts). ▪ FS9: Ability to assign a single PO to multiple agencies ▪ FS10: Generate and approve the contractually binding documents with suppliers in compliance with procurement policies and statutes. ▪ FS11: Include functionality to house required DC44 forms for interpreters that include mandatory fields. ▪ FS12: Include functionality to process contracts for various vendors (e.g., multiple contracts – 5 year/10 year - for the same vendor) ▪ FS13: Demonstrate the ability for associate departments (e.g., Courts, Magistrates) to enter purchasing requests. ▪ FS14: Ability to send payment by charge/credit card for received materials and services. ▪ FS15: Ability to assign a single authorization number to various expenses related to travel, along with workflow to manage various expense approvals for a given travel authorization number.
Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: ▪ Oracle PeopleSoft (the State's ERP named Cardinal)

Manage Vendor Master Data	Measure Vendor Performance	Facilitate Vendor Onboarding	Track Vendor Compliance	Provide Proc. Reports & Analytics	Manage Supply Risks

Manage Vendor Relationships

Business Outcome	Provide an efficient and standardized vendor evaluation and onboarding solution that streamlines vendor information management and includes vendor self-service, improvements to vendor selection capabilities, enhanced visibility into vendor performance, and reduced supply chain risk.
Main "Actor(s)"	SCV Procurement (buyers and individuals with purchasing authority), Vendors, SCV Finance
Scenario Beginning	Vendor self-serves their initial profile and SCV Procurement onboards a new vendor and maintains an up-to-date vendor database.
Scenario End	SCV Procurement ensures vendor is managed effectively via collaboration, performance monitoring, and risk assessments.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: SCV and self-service vendor registration and profile creation (e.g., using a supplier portal), demonstrating vendor database capabilities and the standardization of SCV information to be used by Vendors (i.e., using appropriate SCV legal entity name). ▪ FS2: Discuss, or ideally demonstrate, integration with external vendor databases for credit verification, pricing information. ▪ FS3: Ability to quantitatively assess vendor performance on predefined metrics that are communicated at the onset (i.e., during contract negotiation / pre contract signing) of the relationship (e.g., tailoring vendor performance dashboard reporting, drill down capabilities to get transparency to root causes of poor vendor performance). ▪ FS4: Risk assessment and monitoring tools to identify potential vendor risk, such as poor previous performance against contractual expectations. ▪ FS5: Escalation mechanisms for poor vendor performance or risk incidents (e.g., alert capabilities when below acceptable thresholds). ▪ FS6: Vendor document management and compliance tracking. ▪ FS7: Collaboration features for communication and feedback.

Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with:
	   ▪ Oracle PeopleSoft (the State's ERP named Cardinal)
	   ▪ EVPS: file-based interface for receiving vendor information from ERP/Cardinal
	   ▪ Crystal Reports: currently houses functions for Manage Finance Metrics, Reporting & Analytics
	   ▪ PowerBI: reporting and analytics

Develop Contracts	Manage Contract Lifecycle (incl. Cycle Time)	Manage Online Catalogs	Establish Contingency Plans

Manage Supplier Contracts

Business Outcome	Provide a collaborative platform to develop and iterate on RFP, T/Cs, scope of services, etc. between procurement and different business units. Efficiently develop contracts, continuously monitor contract status and expiration / milestone dates throughout the contract cycle and provide an online shopping like experience that enables purchasing selection from a customized, shopping cart-enabled interface.
Main "Actor(s)"	Purchasing Manager(s), Finance Manager(s), Finance Team members (e.g., departmental budgeting staff)
Scenario Beginning	Finance personnel authors a contract via a pre-populated template and utilizes workflows to support contract negotiations.
Scenario End	Contract status is continuously monitored, and, upon completion, vendor status is continuously monitored for non-performance, insolvency, and/or non-compliance.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Support contract document development, including a revision history log, with support for annual updates to T/Cs ▪ FS2: Provide for a centralized repository of all contracts, as well as all POs against the appropriate contract ▪ FS3: Automated notification on approaching milestones, contract expiration dates, etc. ▪ FS4: Ability to capture payment schedules, especially for prepayments, with automated reminders/notifications to users ▪ FS5: Ability to capture the correct usage rate/data across supplier contracts ▪ FS6: Provide online catalog of preapproved contracts for local courts to purchase commodity and other common materials/services, as well as parameters about quantity (unit, dollar) of buy and items available for purchase (e.g., tagging items as consumable vs. not) ▪ FS7: Enable local courts to purchase via self service, particularly for small dollars, with predefined limits ▪ FS8: Provide self-service for courts and vendors able to view payment information (e.g., check #, amount, etc.) for completed POs/bills ▪ FS9: Provide a centralized view of POs issued against contracts across all local courts, including status of each PO ▪ FS10: Ability to record and track underperformance of current vendors (both on materials/services provided, as well as customer service satisfaction), in order to provide greater compliance and accountability (need data to justify overall rating) ▪ FS11: Track equipment leases, maintenance agreements and contracts using the following information: 1) purchase order #, 2) vendor, 3) equipment type, 3) model #, 4) department, 5) start date and 6) end date
Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: ▪ Oracle PeopleSoft (the State's ERP named Cardinal)

Manage Solicitations

Business Outcome	Management of the creation, publishing, receiving, and evaluating responses and awarding contracts for all types of solicitations. User-friendly system that streamlines document creation, vendor response, and maintains an organized repository for submissions, templates, and other related documents, with automated functionality for scoring and communications related tasks.
Main "Actor(s)"	SCV Procurement (buyers and individuals with purchasing authority), SCV Finance
Scenario Beginning	Identification of the need for a competitive procurement of materials and/or services.
Scenario End	Final scoring of vendor responses and determination of the selected vendor to fulfill the requested materials/services.
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Performs critical solicitation related tasks including but not limited to the creation of the solicitation documents, publishing of the solicitation, responding to vendor questions, and evaluating vendor responses to award contracts for all types of solicitations ▪ FS2: Facilitates the creation and storage of solicitation templates and content and the search / retrieval of solicitation samples/templates through a centralized repository ▪ FS3: Delivers access to a self-service solicitation document database that can provide real-time visibility of pending solicitations, statuses, approval, denials, and requests for revision ▪ FS4: Manages the receipt of vendor proposals through a vendor facing portal that guides the vendor at key steps in the submission process and provides submission requirements throughout the process ▪ FS5: Automated scoring tools based on defined quantitative and qualitative parameters to help evaluate and award vendor proposals ▪ FS6: Generates evaluation reports and allows for procurement personnel to exercise discretion in the score and ranking that is automated to ensure that the evaluation records are well documented in the event of a vendor protest ▪ FS7: Automates and streamlines communication with the vendor community with tools that allow procurement personnel to address communications tied to specific solicitations and/or specific vendors groups (e.g., addendums, pre-bid meetings, job walks) ▪ FS8: Centralizes the receipt, organization, and coordination of responses to vendor Questions & Answers (Q&A) for specific solicitations ▪ FS9: Enables procurement staff to manage Q&As and enable intradepartmental socialization, drafting, and approvals prior to answers being published
Vendor Solution-Ready Integration tools/APIs	▪ Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs with: ▪ None

Inventory & Warehousing Management

L0: Manage Inventory and Warehousing

Manage Inventory and Warehouse

Manage Inventory and Warehouse

Receive, Process, Ship & Track Inventory	Count Inventory	Manage Inventory Ordering	Ship Inventory	Manage Inventory Returns

Manage Inventory and Warehouse (1/2)

Business Outcome	User-friendly system that effectively captures data, provides analysis tools, and accurately tracks throughout the inventory cycle. Provide full inventory visibility at all times, provide an accurate reflection of on-hand / available-to-promise inventory (i.e., inventory levels needed to process future orders from the Courts) as well as allocated inventory phased over time (taking into account future demand).
Main "Actor(s)"	SCV Inventory & Warehouse Manager, SCV Inventory Clerk, SCV Buyer, SCV Legal (Approver)
Scenario Beginning	Item enters SCV inventory
Scenario End	Inventory is managed via confident inventory planning and optimization decision-making featuring automated business rule enforcement
How Business Outcome will be Fulfilled through Vendor Feature Sets (FS)	▪ FS1: Provide self-service capabilities for SCV Clerks to request inventory that is needed to fulfill local court needs ▪ FS2: Provide self-service capabilities for SCV Managers to view all open requests from SCV clerks for inventory needs ▪ FS3: Manages inventory control tasks such as periodic physical inventory counts, cycle counting, perpetual inventory processes, count adjustments and verifications ▪ FS4: Manages outbound inventory ordering of stock, re-stock, back-order management, and associated processes ▪ FS5: Workflow support for various approvals needed to initiate re-ordering of stock, as well as request-to-distribution of current inventory to local courts ▪ FS6: Automatic identification and notification of low stock items and workflow trigger for re-ordering ▪ FS7: Automated receipt and matching process of received quantities ▪ FS8: Ability to create comment codes for inventory that is shipped short of what was requested ▪ FS9: Upon receipt of new product, ability to remove obsolete inventory, identify it as disposed, and set automated reminder to dispose of the inventory. ▪ FS10: Ability to support (or integrate) with bar coding to account for inventory ▪ FS11: Ability to modify an existing item description/count within the warehouse inventory, as well as tracking of revision dates ▪ FS12: Ability to log and track subscriptions for legal books (currently logged in IDSS) ▪ FS13: Ability to track a court's usage so that requests can be reduced as needed (e.g., based on a 6-month usage) ▪ FS14: Built-in audit log / trail to capture item reorder history for court orders ▪ FS15: Ability to track and report on open POs for ordered inventory, as well as estimated time to delivery for such orders ▪ FS16: Provide mobile capabilities to operate while not in the warehouse.

Receive, Process, Ship & Track Inventory	Count Inventory	Manage Inventory Ordering	Ship Inventory	Manage Inventory Returns

Manage Inventory and Warehouse (2/2)

Vendor Solution-Ready Integration tools/APIs	- Please describe, or ideally demonstrate, the solution's pre-build integration tools and APIs for inventory and warehouse management including integration with: - UPS (receiving and shipping) - Barcode Scanning and RF Software

REQUEST FOR PROPOSAL:

Schedule B: Key Personnel
Issued on November 20, 2023

Enterprise Resource Planning (ERP)
Software Product and System Integration Services

Supreme Court of Virginia

Proposals are due 3:00 PM ET on January 19, 2024

Contents

1.0 Key Personnel

This section describes the role of each Key Personnel – individuals that the Supreme Court of Virginia (SCV) and the SI agree are key to the success of the engagement. The Systems Integrator ("SI" or "Supplier") may decide that an individual will fulfill multiple roles. Prior to finalizing the contract between both parties, these Key Personnel shall be named by the SI and approved by SCV in accordance with the executed Master Services Agreement (MSA). This document outlines the Key Personnel that are required from the SI. We recognize that you may have other dedicated/near-dedicated sub-team leads to fill roles that require deep functional or technical expertise in some focused areas of complexity and/or risk. For the purposes of this RFP, these sub-team leads should be included in your staffing plan and pricing but will not be classified as Key Personnel.

The following guidelines shall apply to Key Personnel:

- It will be to the SI's advantage to include Key Personnel as part of your Orals presentation team
- Specific assignments for Key Personnel should be included in Tab D. Key Personnel in Attachment 1 – Vendor Information
- SCV reserves the right, at any time during the evaluation process or implementation activities, to request a change in a Key Personnel associate if sufficient performance / value vs. cost is not being achieved
- Ideally, all Key Personnel are assigned to the SCV implementation throughout the program life cycle, as per the agreed staffing plan. If a Key Personnel associate needs to be replaced prior to their planned roll-off date, and the circumstances are driven by the needs of the SI or the Key Personnel associate, SCV would require 30 days' notice.
  - o SCV reserves the right to interview and approve the replacement resource
  - o Such an event would require at least 2 weeks (or another mutually agreeable duration) of knowledge transfer from the departing associate to the replacement resource. SCV will be billed only for the time of one resource during the overlap period.

1.1 SI Key Personnel Retention

It is important to the success of the program to establish a capable, retained group of key personnel who are fully knowledgeable about SCV culture, resources, processes, and technology. The Supplier should describe and commit to a key personnel retention approach to encourage maximum retention throughout the course of the project. This approach could include use of retention incentives / bonuses.

SCV may intend to include a penalty clause in the final MSA and Scope of Work documents to further incentivize maximum retention. If attrition of key personnel surpasses a determined level (e.g., 5% or another amount to be mutually determined), the Supplier shall incur a financial penalty or holdback of payment.

1.2 Listing of SI Key Personnel

Titles / Positions
1. Program Lead / Executive
2. Project Manager
3. Enterprise Architect
4. Business Process Architect
5. Process Leads (4): Human Capital Management, Financials Management, Manage Procurement (P2P), Manage Inventory & Warehousing
6. Technical Development Lead
7. Testing Lead
8. Organizational Change Management Lead
9. Training Lead
10. Reporting & Analytics Lead
11. Data Migration Lead

Note: Process lead roles can be combined or adjusted as appropriate.

2.0   SI Key Personnel Role Descriptions

2.1   Program Lead / Executive

Has successful experience with large state and/or local government organizations. Ideally has experience leading large-scale ERP-enabled transformations. The Program Lead or Program Executive has ultimate accountability for the success of the SCV-SI relationship and the successful execution of contractual obligations.

The general responsibilities include:

- Overall sponsor of SCV-SI relationship.
- Attend all Steering Committee Sessions.
- Focal point for escalation.
- Represent the interest of SCV regarding gaining access to resources, collateral, etc. in internal SI conversations.
- Provide industry thought leadership.

2.2   Project Manager

Has successfully deployed ERP for large state and/or local government organizations (or similar industry) in the past 3 years.

The general responsibilities include:

- Provides dedicated, daily project leadership and assistance to SCV Executive Sponsors and PMO.
- Navigates dependencies on related enterprise applications, processes, and information in dependent functional areas.
- Ensures timely and high-quality completion of all work products and deliverables for which the SI is accountable.
- Facilitates SI team collaboration with their SCV counterparts for all applicable activities; responsible for cross-team coordination of all resources and activities managed by respective teams. This includes resources, activities, and due dates associated with any 3rd party (i.e., chosen software vendor, other 3rd party software product vendors, other 3rd party services) resources that are part of the project team.
- Communicates proactively regarding issues and risk mitigation; ensures transparency and facilitates timely resolution.
- Provides consistent leadership and best practices advice regarding all project management and governance processes.
- Ensures scope, schedule, and budget are managed well; any changes proposed are managed tightly through governance for approval or denial.
- Can manage interactions up, down, and across the SCV business and IT organizations.
- Key member of change control review board discussions regarding potential design changes.

2.3 Enterprise Architect

Has successfully designed Enterprise Solutions for large state and/or local government organizations (ERP, Human Capital Management, Financials Management, Manage Procurement (P2P), Manage Inventory & Warehousing, etc.)

The general responsibilities include:

■ Is familiar with overall application, integration, and data eco-systems within typical large state and/or local government organizations.

■ Provides full life-cycle architecture expertise, working in collaboration with the SCV PMO and IT Operations Team, to deploy an optimized ERP solution that delivers the following characteristics in addition to those set forth elsewhere in the contract:

  - Leverages as many standard capabilities offered by the software as possible.

  - Is interoperable with all core SCV industry specific solutions (e.g., retained legacy and edge applications).

  - Conforms with the existing IT standards.

  - Optimizes architecture to maximize technical performance and scalability.

  - Is compliant with the security policies.

  - Is flexible to incorporate solution changes and extensions that are upgrade compatible.

  - Is aligned with desired future state back-office and field operations capabilities.

  - Is designed with KPIs (Key Performance Indicators) / OKRs (Objective and Key Results) in mind to identify necessary points of data capture across systems and domains to ensure full metric tracking and value realization.

■ Is experienced with the inherent architecture capabilities of the chosen software solutions as well as the overall integration and data architecture in hybrid environments (e.g., cloud-to-cloud, cloud-to-ground, third party bolt-on solutions, legacy integration, analytics/data warehouse integration, etc.).

■ Helps ensure that the overall implemented solution integrates within SCV's application ecosystem, including legacy applications (custom and third party purchased applications) that are retained.

■ Provides consistent architecture leadership and best practices advice regarding all architecture planning and execution activities.

■ Assists appropriate SCV leads with infrastructure, test, integration, and data/analytics strategy and planning.

■ Ensures that application architecture supports end-to-end process architecture requirements.

■ Key member of change control review board discussions and decisions regarding potential design changes.

■ Has direct access to and knowledge of pre-built interfaces, integration frameworks or other re-useable objects relevant to SCV.

■ Experience with Objectives and Key Results (OKRs), journey maps, and other frameworks, and can work with external teams to align objectives and facilitate journey objectives through design best practices.

2.4 Business Process Architect

Has worked with business stakeholders and technology SMEs to develop an enterprise view of business processes using standards and frameworks that help align technical solutions with end-to-end business requirements.

The general responsibilities include:

■   Has demonstrated experience in large state and/or local government organizations.

■   Develops a business architecture strategy based on various end-to-end business scenarios that typically cuts across modules or even different application vendor solutions.

■   Applies a structured approach and methodology for capturing the key views of the enterprise as it relates to prioritized business outcomes and improved business performance metrics.

■   Well-versed in business improvement root cause analysis and driving process changes/re-engineering aligned with the new technology enablers.

■   Captures tactical and strategic enterprise goals that provide traceability through the organization and are mapped to metrics that provide ongoing governance to drive priorities, change, and adoption.

■   Defines processes across functional and organizational boundaries; describes interactions with business partners such as customers and suppliers; identifies dependencies with other external systems that interact with the business.

■   Defines data shared across the enterprise and the relationships between critical data needed for decision-making.

■   Understands and helps align relationships, interactions, and information among different roles, department, business units, and business capabilities.

■   Provides leadership to help define end-to-end testing scenarios.

2.5   Business Process Leads

SCV anticipates thirteen (4) SI Business Process Leads for each of the following functional areas: Human Capital Management, Financials Management, Manage Procurement (P2P), Manage Inventory & Warehousing.

Industry Subject Matter Experts of respective functional domains with experience implementing the chosen ERP solution.   Process Leads are expected to apply state and/or local government industry-specific knowledge and Intellectual Property such as pre-configured solutions/templates being brought in.

The general responsibilities include:

■   Co-manages (with the SCV counterpart) the functional work streams including SCV and software vendor representatives. This would include any 3rd party (i.e., software vendor or additional services firms/contractors). Works in collaboration with the SCV SMEs to manage all activities and resources in their domain.

■   Coordinates across teams to ensure proactive inputs into cross-functional issues; design/build/test activities so that end-to-end process and data flows and outcomes are achieved.

■   Well-versed in business process improvement root cause analysis and in driving process changes / re-engineering aligned with the new technology enablers.

■   Helps define data shared across the enterprise and the relationships between critical data needed for decision-making.

■   Ensures timely and high-quality completion of all function-focused work products and deliverables, within their process domain, for which the SI is accountable.

■   Works in collaboration with the SCV SMEs to complete knowledge transfer in a timely manner of all planning, design, configuration, testing, cutover, and go-live approaches, tools, methods, and documentation.

- Provides business process expertise and process specific best practices, advice regarding all business process design, incorporating customer journey mapping, configuration, end-to-end testing, process change communications/execution, and "train-the-trainer" activities.

- Understands industry practices and applicable labor regulations that need to be considered in the implemented solution.

2.6   Technical Development Lead

Has successfully led integration, interface development, data migration, and extensions of the chosen software in the past 3 years.

The general responsibilities include:

- Works with the software vendor(s) to ensure early (i.e., at beginning of Planning & Design phase) and stable creation of an instance to support a design and development environment.

- Ensures timely and high-quality completion of technical documentation and development objects in scope.

- Ensures adherence to all security (especially data security) requirements.

- Ensures that technical performance testing meets required processing requirements, including anticipated scalability to handle expected growth.

- Collaboration with the SCV IT Team and SI Development Team to complete knowledge transfer in a timely manner for all development / maintenance / testing approaches, tools, and methods. Provides best practices advice regarding all development and testing activities.

- Ensures proper configuration and coding standards are always followed and all code is compliant with the software vendor and SCV standards and does not jeopardize software vendor's ability to offer support and to perform updates/product releases.

- Has direct access to and knowledge of available pre-built interfaces, integration and data architectures/tools, or other re-usable objects relevant to SCV.

- Manages offshore development as per the agreed schedule and staffing.

- Ensures technical knowledge transfer strategy is adhered to throughout the life of the project ensuring a smooth hand-off of support and development to SCV IT Team.

- Has a thorough understanding of available out–of-the-box software capabilities to ensure there are no unnecessary customizations or inefficient configuration leading to higher costs to implement and support. This is to include, but not be limited to, all industry accelerators/templates the SI and software vendor has at their disposal.

- Ensures integration with any and all technical resources provided by the software vendor or other key 3rd party partners that SCV may choose to have as part of the implementation team.

- Key member of change control review board discussions and decisions regarding potential design changes.

2.7   Testing Lead

Verifies and validates whether the implemented solution meets the specified functional and non-functional requirements. Works with the development team and applicable 3rd party vendors (software or services) to successfully integrate testing into each development phase.

The general responsibilities include:

■ Implements quality assurance objectives and processes, monitors and evaluates testing results against the predetermined objectives, and applies recommended actions for improvements.

■ In collaboration with SCV, establishes acceptance metrics for beginning and exiting all test cycles, including process testing, end-to-end testing, user acceptance testing, and performance testing.

■ Provides support for application testing such as setting up test environment, identifying and developing test scripts, automating test processes, defects management and resolution.

■ Provides responsive support for escalated problems.

■ Conforms to data integrity policies and enterprise IT standards across systems security.

■ Collaborate with SCV Testing Lead to adhere to testing documentation requirements and to deliver automated test execution capabilities for applicable test cases. This would include providing advice regarding appropriate test documentation and automation tools.

2.8   Organizational Change Management Lead

The OCM Lead should be:

■ Experienced with effective management methods, tools, and techniques that the SI will apply to the SCV implementation.

■ The OCM Lead should have experience with change impacting central/corporate resources as well as field resources.

■ Familiar with and able to work within leading change management methodologies.

The general responsibilities include:

■ Provides dedicated, daily change leadership and assistance to SCV OCM Lead and Project Management Team.

■ Facilitates SI Process Lead and Business Process Architect collaboration with their SCV counterparts for all change management activities, which include:

- Stakeholder engagement, especially in areas of site-specific, leadership, or department resistance.

- Early identification and clarification of high impact process change areas to impacted stakeholders; develops mitigation actions such as training, job aids, developing alternative approaches etc.

- Assists with communications, planning, and execution of activities at corporate, project team, and BU/departmental levels.

- Provides QA and oversight for training planning, development, and execution.

■ Assists with Value Realization activities to leverage business benefits as change levers to drive optimal adoption.

■ Assists with measuring the effectiveness of OCM activities, reporting on metrics, and adjusting plans based on assessments.

■ Assists with sponsor and key stakeholder coaching.

■ Conducts and documents change impact analysis.

■ Identifies areas of resistance and assists with developing and executing plans to manage resistance.

■ Provides focused direction and leadership, within the OCM team, to drive training planning, development, and delivery across business and IT domains.

■ Provides thought leadership in planning and executing leading practices and training methods that are effective with a mix of traditional and digital learners.

■ Helps SCV proactively plan for and deliver high adoption of the implemented solution.

2.9   Training Lead

The Training Lead should be:

■ Experienced with industry-leading training development and delivery, tools, and techniques that the SI will apply to the SCV implementation.

■ Experienced in training, facilitation, and coaching practices.

The general responsibilities include:

■ Provides focused direction and leadership, within the OCM team, to drive training planning, development, and delivery across business and IT domains.

■ Provides training assistance to support OCM activities and the specific training needs for each Business Process Team Lead and their associated sub-capabilities.

■ Conducts training needs assessments and gap analyses for each impacted stakeholder group and customizes training plans accordingly.

■ Measures the effectiveness of the Training Plan and adjusts as necessary.

■ Facilitates SI Business Process Lead collaboration with their SCV counterparts for all change training planning, development, and delivery.

■ Facilitates SCV Training Lead and Trainer stakeholder engagement, especially in areas requiring significant change and/or high adoption.

■ With their SCV counterpart, develops interactive training sessions/modules that encourage engagement and provide immediate feedback to learners.

■ Provides thought leadership in planning and executing leading practices and training methods that are effective with a mix of traditional and digital learners.

■ Helps SCV proactively plan for and deliver high adoption of the implemented solution.

2.10 Reporting & Analytics Lead

Has in-depth knowledge of the ERP solution being implemented, including any pre-configured reporting templates, dashboards, and embedded analytics inherent in the chosen solution. Ideally, has large state and/or local government experience. The Reporting & Analytics Lead will work closely with the Enterprise Architect, Business Process Architect, Business Process Lead, Functional Leads, Technical Development Architect, and SCV team members to design, build and test reports.

The general responsibilities include:

■ Partner with SCV to develop the Reporting & Analytics strategy.

■ Manages SCV requirements to drive consistent and efficient reporting capabilities across processes to create reusable and cross functional reports.

- Provides best practices regarding user experience to fully leverage data and analytics in ERP solutions.

- Works with SCV SMEs to proactively ensure that information access and analytics are embedded in the process design to deliver real-time decision-making capabilities at all levels of the organization.

- Provides design leadership regarding the need for and use of inherent (i.e., within the chosen software solution) and other existing (i.e., within the SCV ecosystem) data warehouse capabilities to drive cross-application reporting.

- Ensures timely and high-quality completion of all reporting and analytics work products and deliverables across the project.

- Works in collaboration with the SCV SMEs and the OCM team to complete knowledge transfer in a timely manner.

- Helps ensure one source of truth and standardized data definitions to ensure consistency across reports and dashboards.

- Understands how to translate OKRs and journey maps into solution design.

- Leads workshops to understand the current reporting process, process, owners, integrations and their specific challenges and pain points.

- Documents outputs and run play back sessions with the business teams.

- Runs detailed requirement reporting workshops with the functional teams.

- Creates and manages a workstream project plan.

- Manages the team's Issues & Risks.

- Provides weekly workstream status updates to the rest of the team.

- Works closely with the Functional / data and solution architect to identify any cross workstream gaps.

- Works with the solution architect to identify the potential products that would meet the reporting requirements.

- Completes design of the future "to be" reporting solution, analyzing business, functional and costs considerations.

2.11 MDM / Data Migration Lead

Has successfully managed Master Data Management (MDM) / data migration from legacy solutions to modern applications.

The general responsibilities include:

- Catalogs existing data sources and MDM Domains/attributes.

- Leads Design blueprinting sessions for MDM including MD design across key domains, workflows withing ERP and integration of MDM with ancillary applications.

- Assists with initial data exploration activities across MDM and Historical data/operational reporting.

- Assists SCV with cleansing and transforming data and moving data into the respective environments (development, testing, production, training/quality).

- Documents outputs and run play back sessions with the business teams.

- Creates and manages a workstream project plan.

- Manages the team's Issues & Risks.

- Provides weekly workstream status updates to the rest of the team.

- Works closely with the Functional / data and solution architect to identify any cross workstream gaps.

- Designs intuitive data translation mechanisms and fit to ERP template/bolt on solutions.

- Manages data migration activities required to start any new test cycle. Helps ensure the quality of data going into each cycle. Identifies and advises SCV regarding data issues that might limit some test cases from being executed.

- Provides knowledge transfer to allow SCV to run data migration in later test cycles or deployment waves.

- Analyzes data migration results and exceptions and helps resolve issues in collaboration with the SCV data team.

REQUEST FOR PROPOSAL:
Schedule B-0: Governance & Project Management

Issued on November 20, 2023

Enterprise Resource Planning (ERP) Software Product and System Integration Services

Supreme Court of Virginia

Proposals are due 3:00 PM ET on January 19, 2024

Contents

Supreme Court of Virginia Enterprise Resource Planning (ERP) Modernization
Software (SW) and System Integrator (SI) Services Request for Proposal

1. Introduction

Schedule B-0 provides activity and responsibility guidance to the Supplier as it prepares its response and is not meant to replace or dictate the Supplier's methodology or approach. However, it is asked that the Supplier clearly indicate any material exceptions to contents of Schedule B-0 to the Supreme Court of Virginia ("SCV"). The Supplier should review all RFP documents, including other Schedules and Exhibits, to understand the expected services represented in this document.

Schedule B-0 sets forth roles and responsibilities of the Parties for the full life-cycle project management, governance and relationship management activities through all project phases. This schedule also defines management of the relationship between SCV and the Supplier, including:

- Objectives
- Initial SCV Team Organization and Governance Structure
- Governance and Project Management Roles & Responsibilities

2. Objectives

- Utilize one SCV Core Team, descriptions outlined below, throughout all phases and business unit/location rollouts.

- Utilize a network of technology and infrastructure leads and business subject matter experts across business units and processes.

- Understand and leverage the existing SCV Governance Structure to make informed decisions on escalated items when appropriate.

- Clearly define governance roles (e.g., who has decision rights vs. input rights) and refine/optimize such roles when needed.

- Provide information to all decision-makers and stakeholders in a consistent and timely manner to keep the project execution within budget and schedule.

- Issues and decisions that are escalated should include a recommendation and rationale from the group/party initiating the escalation.

- Minimize instances where decisions are re-visited due to lack of proper participation, lack of information, lack of decision documentation, or lack of adherence to the governance rules established.

- Provide full transparency to and stronger identification of key decisions that have more significant impact on cost, schedule, resources, value, business operations, and risk.

- Allow the Supplier to have an appropriate role in the Governance structure, e.g., authority to reassign project resources including SCV representatives, provide recommendations for 3rd party products/services etc.

- Assist SCV to define resource model, capacity planning and startup activities.

- Establish and adhere to guiding principles for design, project execution and team dynamics.

As a key part of Supplier's response (see **Project Background and Instructions** document), the Supplier should describe how its approach to governance will deliver on the objectives and improvement opportunities identified above. Furthermore, the Supplier should describe how its project management and governance approach will work in a complex, transformation project setting and facilitate optimizes, collaborative and quick decision making.

3. Current SCV Team Organization

3.1 Governing Structure

SCV is proposing a governing structure with appointed Program/Functional Leads, Program Sponsors, Functional Leads and an ERP Steering Committee. These groups, along with a Program Management Office (PMO), will oversee the work across all business process workstreams. Technical capabilities across all business processes will be supported by a shared pool of SCV IT Support Services resources (led by an IT Council), as well as SI Support resources.

Figure 1: SCV ERP Implementation Governing Structure
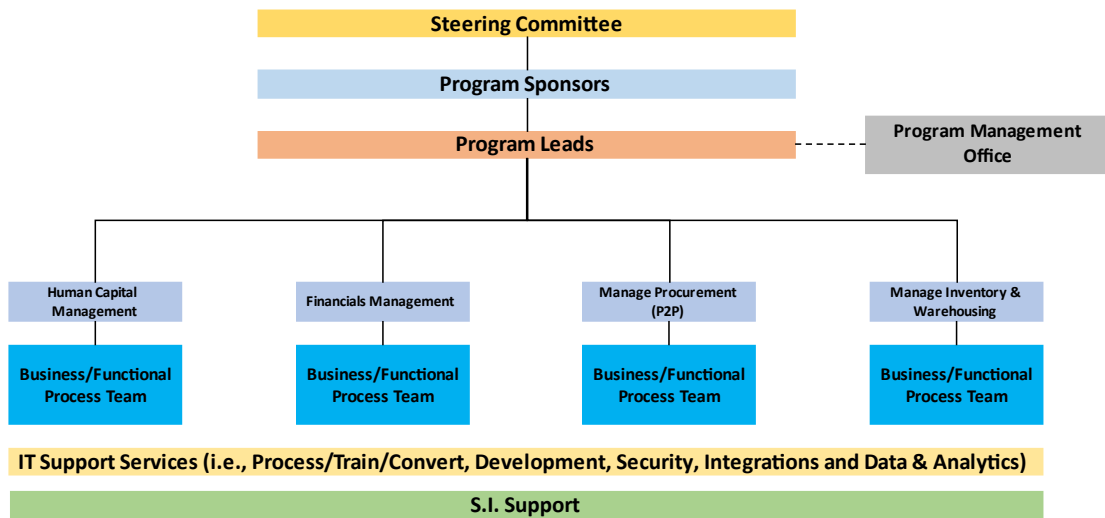
3.2 Overview of Key Decision Groups and Meeting Cadence

Table 1: Key Governing Groups

	Roles & responsibilities	Example decisions
Steering Committee *Meets monthly*	Provide **strategic guidance** on the program roadmap and make final decision on choices **impacting scope, timeline, budget or key design choices while acting as change champions**	- Changes to operating model (e.g., how lines of business are defined) - Final sign off on deployment readiness
Program Sponsors *Meets weekly*	**Own the business case** / benefit realization, **review** program status against timelines, and **approve scope change requests,** while ensuring participation across all business stakeholders	Additional ERP modules to be implemented

Program Leads *Meets daily*	**Own program-wide operations, status, and business process standardization / design choices,** including escalation of deviations; responsible for bringing in the field's POV and **driving change management** in the org	• Best practice business process for managing install orders • Global template deviations to escalate to Sponsors
Business Process/Functional Leads *Meets daily*	Work with the SI to **represent and design best practice business processes within approved scope,** overseeing and driving template development, testing, and roll-out phases	• Order entry dashboard design • Configuration of invoice handling to minimize manual touchpoints
Program Mgmt. Office *Meets daily*	**Drives coordination** across ERP program, **bringing best practices, tracking and reporting** status to create transparency, and **leading comms and change management**	• Frequency of communications to the organization • Type of training materials to provide to our sites
IT Support Services *Meets bi-weekly*	**Drive strategic technical decisions** such as target infrastructure, solution architecture, data and analytics platforms while **mobilizing proper IT resources**	• Apps to integrate with the ERP system • Number of IT resources allocated to program

3.3 Detailed Roles and Responsibilities

3.3.1 Steering Committee

- Approve strategic program decisions.
- Provide overall project guidance.
- Establish that the project direction is consistent with SCV's overall business plans and transformation initiative.
- Resolve major business policy issues and conflicts that impact the project.
- Approve all scope changes that impact funding, contingency use, and/or timing.
- Review the project's progress.

3.3.2 Program Sponsors

- Provide overall project guidance, aligning with the strategic direction of SCV's overall transformation initiative.
- Report on progress of the program to ERP Steering Committee, Sponsors and key stakeholders.
- Provide formal program communications and updates.
- Set overall goals and performance criteria.
- Approve system plans and budgets.
- Resolve escalated project issues (Program Control decisions).

3.3.3 Program Leads

- Program Leads (Functional GPO, Finance GPO, IT Lead, PMO Lead) will ultimately be responsible for managing all execution aspects of the project including performance, quality of deliverables and successful completion of the engagement. All Program Leads will have the following responsibilities:

    - Focus on overall readiness to end or begin each new project phase, as well as impacts to the targeted project go-live.

    - Oversee the completion of weekly status reports.

    - Assess and adopt practices to mitigate project risks.

    - Coordinate with other project leads to ensure objectives and timelines are well understood and third-party commitments to the delivery of timelines are secured.

    - Define and communicate the schedule and deliverable expectations with other project and interface leads to ensure objectives and timelines are met.

    - Work closely to manage the core project team to monitor the project's progress and allocate resource assignments consistent with project priorities.

    - Oversee architecture and development teams responsible for the deployment and release management of developed code and configuration, reports, and integrations.

    - Maintain the vendor relationship between SCV, Supplier and selected software products.

    - In conjunction with SCV Program Sponsors, report on progress of the project to ERP Steering Committee and key stakeholders.

- Additionally, each Program Lead will have a specific role and responsibilities, as outlined below.

Table 2: Example Program Lead Roles

		Functional GPO	**Finance GPO**	**IT lead**	**PMO lead**
Logistics		•VP •100% allocated to program 2024 through 2025	•VP •60% allocated to program 2024 through 2025	•VP •100% allocated to program 2024 through 2025	•VP •100% allocated to program 2024 through 2025
Role		•**Serve as the main program-wide decision-maker for broad field-related issues** •**Serve as the tie-breaker** for the cross-capability issues / decisions •**Drive strategic alignment with field on business process design and approve design tradeoffs**	•Serve as the **main program-wide decision-maker for broad corporate-related issues (e.g., financial management)** •**Support field program lead in tie-breaking** cross-capability issues / decisions •Ensure process design meets corporate's	•**Aligns IT activities** with business strategic direction •Leads design of target end-state **application, infrastructure, and data architecture** •**Aligns ERP scope with decommissioning of** legacy applications •**Coordinates** regular updates to the **IT Council**	•Responsible for overall **ERP coordination and reporting** to SteerCo •**Oversees PMO,** including change mgmt. and finance •Tracks plans to ensure **timelines are met** •Ensures **resources used** by the program remain within budget

	•**Ensure design meets field's business requirements** •Accountable for driving change management **comms to field** •**Coordinate with the SMO** on overlapping the strategic priorities/initiatives	**business requirements** •**Align back-office requirements** with field facing user capabilities •**Coordinate with the SMO** on overlapping the strategic priorities/initiatives		
Example decisions	•**Target business process taxonomy at sites** •**Scope change request escalation** •**User acceptance testing criteria**	•**Back-office process** standardization targets and strategic exemptions •**Role based access** and thresholds	•Target **infrastructure** setup •Target **solution architecture** •**Data and analytics** integration and platform	•**Budget** tracking / change approvals •**Training and communication** coverage

3.3.4 Program Management Office (PMO)

- Provide Delivery Assurance, Change Management & Communications, Finance & Value Tracking, and Vendor Management services to the project team.

- Provide support to Program Leads and project execution core team.

- Coordinate publication, review and sign-off of major program deliverables.

- Drive the completion of weekly status reports.

- Ensure project plans and schedules are maintained, deliverables tracked effectively, and resource utilization is managed according to plan.

- Coordinate activities to meet defined quality objectives.

- Assist with managing and updating project risks, issues, and change control.

- Communicating impacts to program leadership core team.

- Monitor deliverables against time, budget, and quality standards.

- Provide regular status updates to the SCV Program Leads.

3.3.5 Business Process Leads (HCM, Financials Management, Manage Procurement, Manage Inventory & Warehousing)

- Standardize best practice end-to-end business processes

- Oversee and lead of cross-functional teams to drive and design process standardization, gathering input from Functional Leads (3-5 per workstream)

- Work with SI and provide "hands-on" input into the configuration including in-scope modules / processes

- Accountable for the global ERP design template for their process area

- Facilitate and own business requirements and acceptance testing

- Perform "hands-on" testing of the ERP system to ensure quality

- Provide input on business case

- Supports development of business case and engages with stakeholders across process to articulate future vision to inspire buy-in

- Provide input on budget / targets / KPIs for respective process

- Deliver training / change management

- Document and validate new processes, helping communicate change impact to the user community

- Help to create and deliver training materials; work closely with the Change Management workstream

- Closely coordinate with existing near-term productivity initiatives

- Provide regular status updates to the SCV PMO and Program Leads on progress against schedule.

- Lead coordination with the technical team for testing and bug fixing of solution components.

3.3.6 Functional Leads

- Drive individual decision-making and own design process for functional process

- Participate in daily standups with Business Process Leads to chart progress for L2 capability

- Identify gaps between ERP design and field requirements. Draft and submit change requests when necessary

- Ensure data accuracy and completeness

- Provide 'hands-on' input to SI regarding configuration of system

- Identify / help source critical SMEs for functional area

- Manage / develop SMEs throughout implementation

- Support documentation and validate new processes

- Help communicate change impact for user community for function

- Perform 'hands on' testing for functional process to ensure quality

- Drive change management for functional process to ensure user adoption

- Contribute in setting goals in bi-weekly sprint planning

3.4 Decision Escalation Path

SCV's anticipated decision escalation path is described in the figure below.

- Daily operational decisions (90-95% of decisions) will be handled by Functional Leads and Business Process Leads. The Functional Lead identifies any gap between ERP design and business requirement, with impact on strategy, budget, timeline or resourcing.

- Program Control decisions which require a change request review (4-10% of decisions) will be handled by Program Leads. Depending on impact on cost, timeline, resources, change request decision is escalated to Program Sponsors in a weekly meeting.

- If a change request requires drastic scope or budget change such as adding additional modules, decision is postponed until the next Steering Committee meeting.

Figure 2: Example Decision Escalation Path
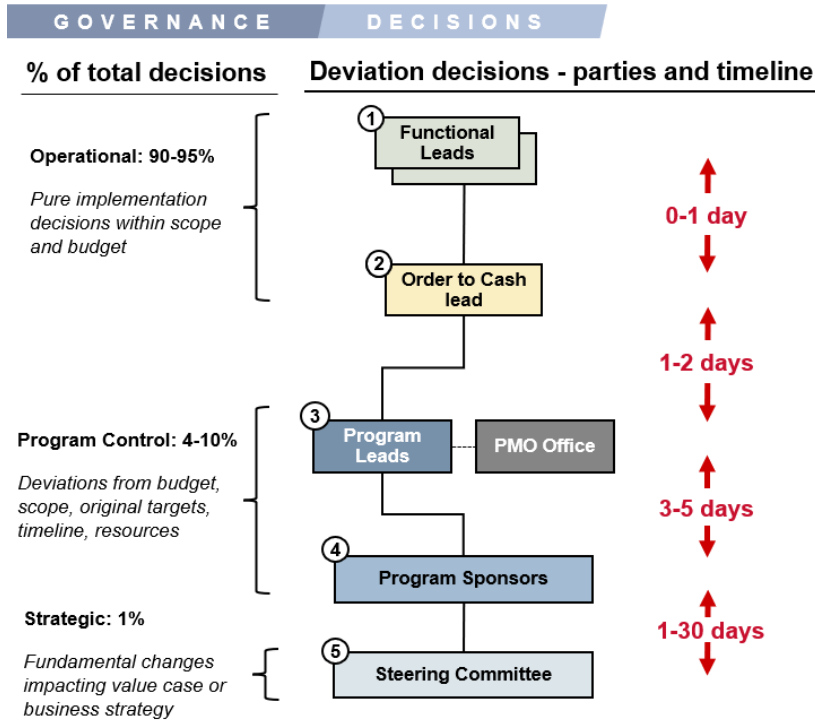
4. SCV-Supplier Relationship Management

4.1 Contract Management

This relationship management process manages the contractual relationship between SCV and the Supplier. This process includes, but is not limited to:

- Leading and facilitating contract obligations from contract signing through execution of services by Supplier.
- Monitoring compliance with contract terms and conditions and providing recommendations to resolve issues related to non-compliance.
- End-to-end process ownership that will help all teams contractually deliver together for the success of the SCV ERP.
- Escalating any persistent misses in delivery or repeated performance issues – establishing and managing any resulting action plans.
- As applicable, fostering the creation and change of appropriate contracts between the Supplier and SCV.

4.2 Financial Management

This relationship management process monitors and manages financial administration practices and procedures associated with the contract ensuring that financial controls are in place and aligned with the contract. The Financial Management process includes, but is not limited to:

- Providing primary contact for all billing and financial issues.
- Reviewing invoices, charges, budget performance against milestones, identifying disparities and variances to plans

and recommending corrective action.

- If applicable, reviewing applicable fee reductions (i.e., holdbacks) and identifying problem areas and recommending corrective action.

- Working collaboratively with Supplier to determine if, when, and why contingency funding reserves should be approved for unplanned scope, resource, schedule, etc. changes.

4.3   Performance Management

SCV will oversee the Supplier's performance of the system integration services and compliance with the ERP business and IT requirements. This process includes, but is not limited to:

- Leading any measurement and/or monitoring processes to assess performance criteria.

- Facilitating the development of improvement plans as needed.

- Determining the action plan to address performance issues including replacing Supplier team members for reasons related to sub-par performance.

5. Project Management Roles and Responsibilities

Table 1 provides more specificity regarding activities and responsibilities associated with Governance and Relationship-Project Management expected services. The key activities include:

■ General Planning and Program/Project Management

■ Resource Management

■ Contract Management

■ Financial Management

■ Performance Management

SCV and the Supplier will assign key responsibilities required to appropriately co-manage these processes to satisfy the service requirements within all active contracts and associated services being performed for SCV.

An "X" is placed in the column under the Party that will be responsible for performing the task. Supplier responsibilities are indicated in the column labeled "Supplier."

Table 3: Governance and Relationship Management Roles and Responsibilities

Governance and Project Management Roles and Responsibilities	SI Vendor	SCV
General Planning and Program/Project Management		
1. Provide input to, document and agree to governance structure and relationship management roles and responsibilities.	X	
2. Provide best practices advice with respect to program/project management templates, tools, and processes.	X	
3. Adhere to SCV policies, standards, and frameworks with respect to planning, governance, and program/project management.	X	
4. Review and approve or otherwise reject governance and program management methodology, tools, structures, processes, procedures and templates.		X
5. Prepare for and participate in Project Management, Governance Board and ERP Steering Committee meetings as asked by SCV.	X	
6. Create and prioritize action plan based on Project Management and ERP Steering Committee meetings. Document key decisions and resolutions.		X
7. Review and approve the action plan created by the Project Management team.	X	
8. Develop the project roadmap with milestones and stage gates until successful Go Live and extending into Hypercare period.	X	
9. Suggest amendments and approve the project roadmap.		X
10. Provide proactive recommendations that address escalated issues and risks.	X	
11. Review and approve or otherwise reject inputs and other materials prepared for the meeting.		X
12. Provide input and best practices guidance on the business case and impacts of potential scope changes.	X	
13. Provide work product and deliverables quality assurance and internal processes to ensure complete, relevant, and accurate outputs.	X	
14. Provide guidance and timely inputs to support deliverables and outputs.		X

Governance and Project Management Roles and Responsibilities	SI Vendor	SCV
15. As needed and requested, provide work product and deliverable quality assurance for SCV-led outputs.	X	
16. Create acceptance criteria for all work products and deliverables.		X
17. Review and approve or reject contracted work products and deliverables.	X	
18. Perform budget impact analysis when faced with project schedule, resource, scope alternatives and decisions.	X	
19. Approve or reject all budget changes and requests.		X
20. Meet knowledge transfer objectives as specified in Schedule B-1, Schedule B-2, Schedule B-3, Schedule B-4 and associated final contract agreement.	X	
21. Perform post go-live risk, issues, adoption, and optimization assessments during go-live/warranty period	X	
22. Provide recommendations for post Go-Live improvements	X	
Resource Management		
23. Based on industry best practices, plan resources and implementation services that promotes effective use of staff to deliver the project objectives in an optimized manner.	X	
24. Based on the industry best practices, recommend an approach/plan, describing the costs, benefits, and value of such an effort.	X	
25. Approve the approach/plan for continuous management.		X
26. Provide SCV's Program Leads and PMO with accurate and timely information on the current and future use of resources.	X	
27. Inform SCV's Program Leads and PMO of potential Key Personnel staffing changes and any additional personnel assignments planned for new projects / Services.	X	
28. Inform the Supplier of any dedicated SCV team member staffing changes.		X
29. Review and authorize (or decline to authorize) Key Personnel changes to existing Services as well as for new projects and Services.		X
30. Acquire and maintain project management training curricula, offerings, and materials.	X	
31. Report on training usage and conformance of resources and suggest changes if needed or necessary.	X	
32. Support PMO with internal and external resource planning and assignments to achieve latest plan milestones and schedule commitments.	X	
33. Submit, review, and manage data about resources and their use.	X	
Contract Management		
34. Monitor compliance with contract terms.		X
35. Monitor and revise contracts as applicable and review recommended contract modifications requested by the Supplier.		X
36. Monitor and revise contracts as applicable and review recommended contract modifications provided by SCV.	X	
37. Provide data required to assess performance criteria and holdbacks (if applicable).	X	

Governance and Project Management Roles and Responsibilities	SI Vendor	SCV
38. Identify and manage performance criteria and holdbacks (if applicable).		X
39. Approve or reject Change Requests as per contracted Change Control process.		X
40. Work collaboratively with SCV to ensure timely and well-defined contract execution for subsequent services beyond the current services being delivered.	X	
Financial Management		
41. Monitor and manage financial administration practices and procedures associated with the contract.	X	
42. Monitor and manage financial administration practices and procedures associated with the entire program.		X
43. Maintain an audit trail and records of all costs and associated time and expenses incurred under the contract.	X	
44. Review and approve or otherwise reject and request for clarifications for records of costs and associated time and expenses incurred under the contract		X
Performance Management		
45. Assist SCV and/or SCV assigned independent 3rd party with measuring, documenting, and communicating program performance with respect to schedule, budget, resource, milestone, deliverable quality, and knowledge transfer adherence to acceptance criteria and success metrics as per the contract.	X	
46. Review and monitor Supplier performance against agreed upon performance criteria.		X
47. Conduct periodic and formal reviews and reports on root causes of service delivery issues or other relationship related matters, and document and provide root cause fixes.	X	
48. Ensure Value Realization metrics are recorded and complied with throughout the execution of all contracted services.	X	
49. Conduct phase completion satisfaction surveys to get multiple stakeholder perspectives on Supplier performance.	X	
50. Conduct phase completion satisfaction surveys to get multiple stakeholder perspectives on team performance.		X
51. Participate in and review satisfaction surveys and determine necessary improvement action items.		X
52. Participate in any independent quality or risk assessment reviews that SCV has contracted with an independent 3rd party.	X	
Value / Benefits Realization		
54. Collaborate with key stakeholders / leads to determine appropriate Objectives and Key Results (OKRs) and/or KPIs that align with desired business outcomes.	X	
55. Create benefits realization framework and process to measure the OKRs and/or KPIs; establish process to review progress.	X	
56. Approve the process to manage benefit realization.		X
57. Assign ownership and accountability as to who owns and tracks the actual benefits and provides the benefit/outcome data.		X
58. Recommend a periodic feedback mechanism to validate initial business	X	

Governance and Project Management Roles and Responsibilities	SI Vendor	SCV
case assumptions / bring back lessons learned to calibrate benefits realization.		

REQUEST FOR PROPOSAL

Schedule B-1: Planning & Design
Issued on November 20, 2023

Enterprise Resource Planning (ERP)
Software Product and System Integration Services

Supreme Court of Virginia

Proposals are due 3:00 PM ET on January 19, 2024

Contents

1.0   Introduction

Schedule B-1 provides activity and responsibility guidance to the Supplier as it prepares its response and is not meant to replace or dictate the Supplier's methodology or approach. However, SCV asks that the Supplier clearly indicate any material exceptions to contents of Schedule B-1 to SCV. The Supplier should review all RFP documents, including other Schedules and Exhibits, to understand the expected services represented in this document.

Services Overview

Schedule B-1 Planning and Design services include the design work for replacing the current legacy system with a modern ERP, which will include retiring certain edge applications while building interfaces with others that are planned to be retained. The Services will include validating that the edge applications have been rightly identified as 'retire or retain' based on the capability of the new ERP to support the necessary business processes.

In Planning and Design activities, the Supplier will leverage the recent work that has been done by SCV as part of business process assessment / discovery activities (e.g., Use Cases and Capability Framework) performed by SCV, to deliver the services and deliverables. This would also include any other 3rd party and legacy solutions that will have to be retained by SCV (See *Exhibit 4 – Application Inventory & Interfaces*).

Schedule B-1 Services include the following:

- **Planning Services** – includes initial planning for scope, resources, schedule, overall approach, tools & accelerators, environments, disaster recovery and fault tolerance, budget, integration, data extraction / cleansing / conversion / loading, testing/performance testing, deployment/rollout, and post-go live support.

- **Design Services** – include the up-front design activities as well as subsequent design required for retrofit. These services include the following:

  — SCV Core Team ERP Software Product Training

  — Gap/Fit and Requirements Analysis

  — Core Design

    » Process Change/Reengineering Design (Business and IT)

    » Reporting/Analytics Design

    » System Architecture Design

    » System/Data Integration Design

    » Data Normalize/Rationalize/Cleansing/Conversion Design

    » Extension/Customization Design

    » Security & Controls Design

  — Value Realization Design

1.1 Coordination with Other Planned/In-Process Initiatives

The SCV Program Leads, working with the ERP Steering Committee, as well as other SCV project managers assigned to various relevant projects, will coordinate with other planned or in-process initiatives and inform the Supplier of any potential impacts. SCV's planned governance structure and processes will provide support to any key decisions that result from any associated interdependencies.

2.0 Planning Services

Planning Services are intended to ensure up-front alignment on scope, governance, roles/responsibilities, plans, resources, dependencies, and other standard core program components required for a strong and aligned SCV / Supplier collaboration. In addition, Planning Services produce specific planning deliverables that are prerequisites for an effective and efficient design phase.

2.1 Engagement Principles

The following principles have been developed to guide the project team in its approach and decision-making processes throughout the life of the project. Supplier agrees to follow and adhere to the following guiding principles:

- Key decisions will strongly consider the impact to and benefits for SCV's business operations; decisions will not be made in silos solely for the benefit of an individual business unit and/or function.

- The focus will be on process transformation and delivering on core objectives while driving towards solution standardization, with exceptions being made only if competitive advantage can be designed through differentiation or efficiencies derived through effort reduction.

- Consideration will be given to allow low volume exceptions to be handled manually, especially if there is no business case for automation.

- Supplier will actively engage SCV to mutually build their understanding of and commitment to making this change successful. Knowledge transfer through ongoing collaboration and explicitly planned training opportunities is expected within the Supplier's offered services.

- Projects of this magnitude and complexity require a disciplined project planning process that emphasizes **adherence to scope, timeline, cost, and quality**. Supplier will leverage experienced industry, process, and software vendor resources to meet these objectives.

- SCV's employees not dedicated to the ERP project are highly engaged in running the daily business. Supplier will work to minimize the interruption to SCV's daily operations through proper planning and scheduling with SCV resources.

- Supplier must participate, as requested, in independent quality assurance reviews at periodic intervals throughout the project, if SCV chooses.

2.2 Planning

Table 1 identifies the roles and responsibilities associated with the planning services. Supplier should strongly consider SCV's expectations set forth in Table 1 when developing the proposal response.

- For the table in this Schedule B-1, a RACI matrix is used to outline specific responsibility for the Suppler and SCV:

  - Responsible: Individuals that perform the work. Individuals must complete the task or objective or make the decision.

  - Accountable: Stakeholder who is the "owner" of the work and give approval for the task, objective or decision when complete.

  - Consulted: Stakeholders who must provide input before the work can be done and signed-off on.

  - Informed: Stakeholders who need to be kept "in the picture." They need updates on progress or decisions, but they do not need to be formally consulted.

- The Supplier's responsibilities are indicated in the column labeled "Supplier".

- SCV's responsibilities (including responsibilities of SCV or SCV's contracted third parties) are indicated in the column labeled "SCV."

Table 1.   Planning Roles and Responsibilities

Planning Roles and Responsibilities	Supplier	SCV
1. Educate Supplier on intended business capabilities, processes, technology, business unit, geographic scope, and any dependent initiatives being planned for or in-progress.	I	R
2. Refine/articulate more clearly the intended scope of the planned solution; refine Supplier's proposed Project Scope/Charter.	R	I
3. Approve the Project Scope / Charter.	I	R
4. Inform Supplier of SCV's team resource assumptions.	I	R
5. Validate the Key Personnel and Design resources on the team as well as the timing of when resources are engaged. Collaborate to make necessary adjustments. Confirm overall development estimates, schedule, milestones, dependencies, and resource plan	R	C
6. In collaboration with the SCV Program Manager, determine resourcing (e.g., offshore vs. onshore mix; Supplier vs. SCV mix).	R	C
7. Evaluate and approve the project resourcing mix and/or advise for modifications, assess impact due to changes and provide approval.	I	R
8. Provide information about any mandated or expected milestones, blackout periods (if applicable), and any other known schedule assumptions or constraints.	I	R
9. Refine the proposed Milestone-Based Project Plan for the entire program (through final rollout and support) and design a detailed Design Phase Project Plan.	R	C
10. Approve the Design Phase Project Plan.	I	R
11. Provide information regarding the proposed implementation approach, methodologies, tools, accelerators, and other embedded best practices that will be applied. This would include specific and industry-relevant knowledge of the ERP product's usage within large state government business and technical context.	R	C
12. In collaboration with the SCV Program Manager, determine applicability of Agile development approach for Build activities.	R	C
13. Make available methodology, tools, and templates in a shared and accessible environment.	R	I
14. Approve the methodologies, tools and templates proposed in the Build approach.	C	R
15. Provide information regarding project timing, dependencies, risks, and roll out phasing.	I	R
16. Facilitate discussions to provide experience-based and proactive advice regarding options and leading practices to help refine the current rollout strategy. Make updates to the Milestone-Based Plan and the detailed Design Plan as needed.	R	C
17. Provide information on the current state of applications, data, processes, and challenges.	I	R

Planning Roles and Responsibilities	Supplier	SCV
18. Incorporate business context into integration, data, and change management planning.	R	C
19. Validate the current Applications Inventory (refer Exhibit 4: Application Inventory) to determine which applications become redundant on account of implementing the new ERP and hence can be retired vs those that uniquely provide business functions and hence need to be retained.	R	I
20. Finalize the proposed System and Data Integration Strategy and Plan based on the solution, deployment and rollout scope.	R	I
21. Review, approve or reject, and refine the Integration Strategy and Plan.	I	R
22. Finalize the proposed Data Cleansing/Normalization/Migration Plan based on the solution and rollout scope; assign activities / responsibilities to the impacted SCV resources.	R	I
23. Review, approve or reject, and refine the Data Cleanse/Migration Strategy and Plan.	I	R
24. Collaborate with the Software and Hardware Vendor in developing an Infrastructure/Operations Strategy (DR, load balancing) and Plan based on the solution and rollout scope.	C	R
25. Support SCV in establishing the Infrastructure / Operations Plan.	R	I
26. Assist in developing an Infrastructure/Operations Strategy and Plan based on the solution and rollout scope.	R	C
27. Review, approve or reject, and refine the Infrastructure / Operations Strategy and Plan.	I	R
28. Provide insight regarding areas of high change impact, stakeholder organization (business and IT), and current state pain/future state benefit expectations.	I	R
29. Participate in Organizational Change Management (OCM) planning for the full project that includes stakeholder engagement, communications, and training.	R	I
30. Review, approve or reject, refine or assign to a 3rd Party the OCM Planning & Execution.	I	R
31. Finalize the proposed project management approach including toolset and processes to be used to maintain and share schedules, plans, design work products and documents, etc.	R	I
32. Review, approve or reject, and refine the PM approach.	I	R
33. Prepare Core Team Training or Design Prototype environment required before the Design phase begins.	R	I
34. Validate the total cost of the Design phase and refine estimates for the remaining phases.	I	R

3.0   Design Services

Design services produce solution and work stream specific deliverables to define and specify an optimal solution that delivers high value at a manageable cost and complexity.

3.1 Initial Core Team Training

The Supplier will deliver to the SCV Core Team (e.g., Program Leads, Business Process Leads, Functional Leads, and selected SMEs), as well as key IT delivery resources, solution training specific to the context of state government. The expected outcome is that these SCV personnel will gain sufficient understanding of the solution to fully participate in the Design process and to be able to evaluate the sufficiency of Design deliverables.

Full Training Services (e.g., creation of a training plan, "train the trainer", end user training, and other training activities) are required of the Supplier and are described in *Schedule B-4 Expected Services – OCM and Training Services* (Section 3).

Table 2. Initial Core Team ERP Training Roles and Responsibilities

Initial Core Team ERP Training Roles and Responsibilities	Supplier	SCV
1. Prepare Core Team Training Plan and materials	R	I
2. Conduct Core Team training	R	I
3. Participate in Core Team training	I	R

3.2 Gap/Fit and Requirements Analysis

The Supplier will utilize a proven methodology and associated tools and any industry-relevant solutions, as available, to conduct the necessary analysis to determine the level of solution fit against SCV's business and technical requirements, leveraging the work already done by SCV. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the end-to-end business process and technical performance of the deployed solution.

Table 3. Gap/Fit & Requirements Analysis Roles and Responsibilities

Gap/Fit & Requirements Analysis Roles and Responsibilities	Supplier	SCV
1. Provide access to Business and IT Process Leads, Functional Leads, and subject matter experts (SMEs).	C	R
2. Provide gap/fit methodology, templates, a pre-configured solution, and tools. Provide timely knowledge transfer to SCV personnel before heavy activity usage.	R	C
3. Provide experienced consultants, knowledgeable in the solution and industry best practices, to provide expert guidance while avoiding inefficiencies from "blank sheet of paper" design or sub-optimal configuration that requires downstream re-work.	R	C
4. Prepare, organize and conduct gap/fit or business alignment and workstream specific workshops with required stakeholders.	R	C
5. Participate in the workshops.	I	R
6. Proactively recommend industry best practices in business processes and solution configuration handling within our industry.	R	C
7. Recommend business process changes and new business process flows and advise as to the relative change impact and value.	R	C
8. As applicable, identify/recommend development needed or alternative 3rd party solutions to close gaps not easily handled by the chosen solution.	R	C

Gap/Fit & Requirements Analysis Roles and Responsibilities	Supplier	SCV
9. Document gaps and recommendations identified during the Gap/Fit or Business Alignment workshops and review iteratively with SCV stakeholders to achieve consensus.	R	C
10. Document key decisions (and the rationale) that are derived from the Gap/Fit Analysis or Business Alignment. Documentation needs to be concise and easily understood so it can effectively communicate to multiple audiences who may be impacted by the decision.	R	C
11. Translate Gap/Fit Analysis or Business Alignment. results into refined and/or additional functional and technical requirements. Evolve and update to maintain requirements traceability.	R	I
12. Review, refine, and approve or reject Gap/Fit Analysis or Business Alignment. deliverables and recommendations. This may include secondary research to confirm recommendations as needed.	I	R
13. Review, refine, and approve or reject key decisions.	I	R
14. Review, refine, and approve or reject updated functional and technical requirements.	I	R

3.3 Solution Design

Supplier will utilize a proven methodology and associated tools to deliver a design aligned with the scope, key strategic themes/drivers, and priorities. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the end-to-end business process and technical performance of the deployed solution.

Table 4. Solution Design Roles and Responsibilities

Solution Design Roles and Responsibilities	Supplier	SCV
A. Core Design		
1. Provide design methodology and design standards and provide timely education of the use of methods/tools to the Core Team.	R	I
2. Provide industry, solution, and process-specific expertise and build best practices into the design to minimize downstream re-work or sub-optimal business process or technical performance.	R	I
3. Based on Gap/Fit results/Business Alignment, finalize inventories of reports/dashboards, interfaces, data conversions, extensions/customizations, forms, workflows, and mobile applications that need to be designed, built and deployed.	R	I
4. Based on Gap/Fit /Business Alignment results, clearly articulate, document, and demonstrate the baseline configuration using out-of-the-box capabilities.	R	I
5. Identify and create Business Process Change and Business Process Re-Engineering design documentation to help communicate change impacts to the business stakeholders.	R	I
6. Identify and create IT Operating Model Change and Transition design documentation to help communicate change impacts to the IT stakeholders.	R	I

Solution Design Roles and Responsibilities	Supplier	SCV
7. Throughout the design process, consider business context and impacts by working collaboratively with Business Process Leads, Functional Leads, and SMEs.	R	I
8. Throughout the design process, consider data, security, infrastructure, integration, and support context and impacts by working collaboratively with Business Process Leads, Functional Leads, and SMEs.	R	I
9. Review, refine, and approve or reject development object inventories and baseline configuration design.	I	R
10. Develop functional specifications, as required, for approved development object inventories.	R	I
11. Develop technical specifications, as required, for approved development object inventories.	R	I
12. Develop / validate hardware & network specifications for installing the various environments, for approved performance levels, fault tolerance and disaster recovery capabilities.	R	I
13. Develop/configure prototypes as required to support iterative/agile design where practical.	R	I
14. Review, refine, and approve or reject design deliverables, specifications/documents, architectural models, and prototypes for all required environments including DR.	I	R
15. Prepare configuration/build/test estimates aligned with the approved Design.	R	I
16. Review, refine, and approve Configuration/Build/Test estimates.	I	R
B. Data Migration Specific Design		
17. Provide guidance on data governance best/leading practices that can be incorporated into SCV's business and IT data creation and maintenance processes.	R	I
18. Provide target state data knowledge and expertise to help guide data cleanse/normalization/rationalization activities and guidance on archiving and accessibility of legacy data than will not be migrated.	R	I
19. Recommend data cleanse/normalization/rationalization and migration tools that should be leveraged within the context of the chosen software to make migration more efficient.	R	I
20. Develop Data Retention and Archiving Design that articulates legacy and ongoing data retention governance, policy, and process direction for the program.	R	I
21. Review, refine, and approve or reject Data Migration Design deliverables.	I	R
C. Reporting/Analytics Specific Design		
22. Provide guidance on reporting capabilities in the end-to-end process design; leverage the ERP's embedded analytics capabilities to the fullest extent.	R	I
23. Provide all existing related reports for potential use.	I	R
24. Assess existing reports for content, usability and usage; propose options to rationalize the number of reports.	I	R
25. Collaborate, review and approve the proposals put forth by the Supplier.	I	R

Solution Design Roles and Responsibilities	Supplier	SCV
26. Create practical and relevant prototypes that can help communicate the shift in user thinking (at Executive, Operational Management, Super User, and Regular End User levels) about how information can be delivered to their devices with the future solution. Prototypes should be quickly and iteratively delivered (agile approach), leveraging out-of-box role-based reporting, dashboards, and personalization features.	R	I
27. Provide proactive guidance to fully leverage mobile reporting capabilities where relevant.	R	I
28. Provide proactive guidance to fully leverage drill-through reporting capabilities delivered out-of-the box with the chosen software solution.	R	I
29. Provide proactive guidance to fully leverage exception and alert-based reporting capabilities, supported by workflow, delivered out-of-the box with the chosen software solution.	R	I
30. Recommend any additional reporting and analytics tools that should be leveraged within the context of the chosen software.	R	I
31. Develop Reporting/Analytics/Data Warehouse Architecture Design that depicts the enterprise-wide information management approach for the project.	R	I
32. Review, refine, and approve or reject Reporting/Analytics Design deliverables.	I	R
D. Integration-Specific Design		
33. Provide proactive guidance and fully leverage available APIs, pre-built integration code, services-oriented architectures into integration capabilities.	R	I
34. Provide expertise that can effectively collaborate with internal and third-party personnel supporting key known integration points.	R	I
35. Provide technical expertise that can provide proactive guidance to identify potential integration bottlenecks that could cause performance issues as organization scales up. Include specific design recommendations to mitigate technical performance risk.	R	I
36. Recommend any additional integration tools that should be leveraged within the context of the chosen software.	R	I
37. Review, refine, and approve or reject integration Design deliverables.	I	R
E. Security-Specific Design		
38. Provide proactive guidance to help design the appropriate level of role-based security.	R	I
39. Provide technical expertise to ensure that there are appropriate security controls inherent in the design to adhere to data segregation between the Client and its legal affiliates.	R	I
40. Ensure there is a security plan inclusive of standards.	R	I
41. Provide technical expertise and support to ensure SCV's authentication policies, white and black listed sites and 3rd party vendors and mobile access have the appropriate methods of access approved.	R	I
42. Review, refine, and approve or reject Security Design deliverables.	I	R

3.4   Test Planning and Design

The Supplier will utilize a proven methodology and associated tools and accelerators to deliver Test Planning and Design services aligned with the end-to-end solution scope. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the end-to-end business process and technical performance/capacity of the deployed solution.

Table 5.   Test Planning and Design Roles and Responsibilities

Testing Planning and Design Roles and Responsibilities	Supplier	SCV
1. Develop the Testing Strategy, Test Plan, and Test Scripts that, at a minimum, covers Unit Test, Function Test, System Integration Test, Mock Migration Test, Performance/Load Test, Disaster Recovery, and User Acceptance Test activities within the end-to-end solution scope.	R	C
2. Work with the Test Lead and SMEs to plan and design a true end-to-end test environment. End-to-end includes testing from/to key third party platforms.	R	C
3. Provide a Testing Lead and IT SMEs to work collaboratively with the Supplier.	C	R
4. Review and approve the Test Scripts to be used in the testing process; provide any existing scripts that can be utilized as is or with any modifications.	I	R
5. Recommend any preconfigured test accelerators or third-party solutions that SCV can leverage for operation & maintenance of the new ERP.	R	I
6. Approve or reject Supplier recommendation and initiate procurement and implementation related decisions.	I	R
7. Recommend and assist with design and development of an automated testing framework. Assist with the training to testers on this framework and the oversight of the execution of the framework.	R	I
8. Work with the Testing Lead to develop a Testing Work Plan and Defect Management Plan that provides the specific timing, dependencies, resource requirements, objectives, and evaluation for Test Execution and Issue Monitoring.	R	I
9. Review, refine, and approve or reject Test Planning and Design deliverables.	I	R

3.5   Value Realization

Value Realization is a work stream that begins during Planning & Design and continues through final deployment, initial support, and ongoing stabilization. This section deals with the up-front Value Realization activities for Design as well as any incremental Value Realization activities associated with additional rollouts.

The Supplier will utilize a proven methodology and associated tools to deliver Value Realization services aligned with the scope, key strategic themes/drivers, and priorities. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to optimize the engagement and alignment of SCV's business and IT stakeholders to the expected benefits for the end-to-end solution being designed and eventually deployed.

Table 6. **Value Realization Roles and Responsibilities**

Value Realization Roles and Responsibilities	SI	SCV
1. Provide Value Realization methodology and tools and provide timely education of the use of the methods/tools to the Core Team.	R	C
2. Proactively provide industry, solution, and process-specific expertise that will build best practices into the Value Realization Design and optimize business process performance and solution adoption.	R	C
3. Work with Functional/Technical Leads, Business Process SCVs, and SMEs, to develop initial Value Realization Design that links articulated benefit statements to the required solution (e.g., software, process, role, key decision, etc.) component(s) that will enable the benefits.	R	C
4. Review and approve or else request to modify the plan in order to align with the business case.	I	R
5. Provide initial insights into potential quantified value opportunities from experience with similar clients and/or benchmark data.	R	I
6. Provide value opportunities and associated priorities to be included and tracked through to project completion. Provide all existing documentation related to Value Realization which can be leveraged by the Supplier.	I	R
7. Provide current state baseline operating metrics.	I	R
8. Business Value Drivers: For each end-to-end process provide future state governance, SLAs, and measurable Objectives and Key Results (OKRs) and/or KPIs.	R	I
9. Throughout the Design process, consider business context and impacts by working collaboratively with Business Process Leads, Functional Leads, and SMEs in all Value Realization Design activities.	R	I
10. Review, refine, and approve or reject the Value Realization Design deliverables.	I	R

REQUEST FOR PROPOSAL

Schedule B-2: Config-Build-Test
Issued on November 20, 2023

Enterprise Resource Planning (ERP)
Software Product and System Integration Services

Supreme Court of Virginia

Proposals are due 3:00 PM ET on January 19, 2024

Contents

1.0   Introduction

Schedule B-2 provides activity and responsibility guidance to the Supplier as it prepares its response and is not meant to replace or dictate the Supplier's methodology or approach. SCV asks that the Supplier clearly indicate any material exceptions to the contents of this Schedule B-2 to SCV. The Supplier should review all RFP documents, including other Schedules and Exhibits, to understand the expected services represented in this document.

Services Overview

Schedule B-2 Configure-Build-Test services include the applicable activities required to precede the rollout.

It is expected that the Supplier will leverage the work and deliverables created during the Planning & Design phase to deliver Configuration, Build, Test and Deploy services and deliverables that are specific to the ERP software and will include any other third party and legacy solutions that will be retained by SCV. See *Exhibit 4 – Application Inventory & Interfaces* for details. Schedule B-2 also includes the appropriate evolution and continuation of Value Realization services as well. It is critical that throughout the configure-build-test processes, the Supplier will collaborate with SCV IT, PMO, Business Process Leads, Functional Leads, and SMEs so that knowledge transfer naturally occurs.

Schedule B-2 Services will be delivered in collaboration with the SCV team and other relevant third parties as necessary or required by SCV. These Services include the following:

- **Configuration Services** include leveraging built-in ERP best/leading practices that allow for standardization and flexibility to meet common and unique needs without customization. Supplier will fully leverage out-of-the-box or accelerated capabilities available and relevant to SCV's needs. It is critical that the Configuration Services include the continued evolution of the business process/end user role changes that are required to optimize the usage of the configured solution.

- **Build Services** include coding, unit testing, and specification/documentation maintenance of the following (as defined and approved during the Plan & Design phase with respect to development object inventories):

  — Reporting/Analytics

  — Integration

  — Data Normalization/Rationalization/Conversion/Migration/Retention/Archiving

  — Extensions/Customizations

  — Forms

  — Workflows

  — Security & Controls

  — Mobile Applications Development

- **Testing Services** include functional testing, system integration testing, mock migration testing, performance / load testing, disaster recovery and redundancy testing, security testing, automated testing, and user acceptance testing (UAT).

- **Value Realization Services** include continued management and refinement of the business case to ensure alignment with the solution being configured, built, and tested with the overall goal to drive benefit accountability and to act as a key change lever.

- **Data Conversion and Migration** include developing a realistic and manageable plan for the migration of data process, refining the data source scope, target approaches to resolve data quality issues prior to migration, achieving a measurable increase in data quality, and securely migrating and transforming data from the current system(s) to the future ERP Solution

SCV is not prescribing a waterfall, agile, or hybrid methodology for Configuration/Build/Test activities and expects the Supplier's proposed approach to include the appropriate methodology and rationale, based on the Supplier's understanding of SCV context.

The term "knowledge transfer", as used in this Schedule, includes: (a) "hands-on" training throughout all core activities through collaboration and working collaboratively with SCV team members; (b) proactively pointing out and explaining best practices related to methods/tools being used, process improvement opportunities, and technology leverage opportunities; (c) providing full transparency via clear documentation of configuration, build, and test work products and deliverables to the point where the relevant SCV team member(s) are satisfied that they understand the content; and (d) providing templates, methods, documentation, contextual knowledge, and other assets to a third-party (such as an Application Managed Services (AMS) provider) during or at the conclusion of the project.

1.1   Coordination with Other Planned/In-Process Initiatives

The SCV Program Leads, working with the ERP Steering Committee as well as SCV project managers assigned to other relevant projects, and PMO group will coordinate with other planned or in-process initiatives and inform the Supplier of any potential impacts. SCV's planned governance structure and processes will provide support to any key decisions that result from any associated inter-dependencies.

2.0 Configuration Services

In addition to the various ways that business rules can be configured via parameter, algorithm settings and calculations, Configuration Services also include workflow/alert/notification, embedded analytics, and role-based security setup.

The Supplier will utilize a proven methodology and associated tools to support the Configuration effort. Furthermore, the Supplier will proactively apply industry, process, and solution expertise, with knowledge transfer to SCV (and third-party providers as required), to minimize downstream re-work and to optimize the end-to-end business process and technical performance of the deployed solution.

Table 1 identifies the roles and responsibilities associated with the configuration services. Supplier should strongly consider SCV's expectations set forth in Table 1 when developing the Supplier's proposal response.

Table 1. **Configuration Roles and Responsibilities**

Configuration Roles and Responsibilities	Supplier	SCV
1. Provide ongoing guidance and knowledge transfer to the SCV Business Process Leads, Functional Leads, and SMEs regarding configuration best practices, standards, methodologies, understanding of embedded business rules, etc. throughout the configuration effort.	X	
2. Proactively provide industry, solution, and process-specific expertise that will fully leverage best practices into the configured solution to minimize downstream re-work or sub-optimal business process or technical performance.	X	
3. Based on Design results, clearly document the Baseline Configuration.	X	
4. Configure the baseline solution within the agreed upon scope, to be specified in the SOW. In addition to the various ways that business rules can be configured via, parameter, algorithm, etc. Settings and calculations, workflow/alert/notification, embedded analytics, and role-based security setup is also included.	X	
5. Facilitate and lead configuration reviews within and across process teams. Help the SCV Business Process Leads, Functional Leads, and SMEs understand, consider, and implement in an optimal fashion the cross-functional configuration impact.	X	
6. Complete unit testing of each configured component, utilizing the appropriate tools and documentation.	X	
7. Provide documentation in agreed to configuration management toolset/method for configuration decisions and parameter set-up. SCV ideally would like to leverage any pre-configured industry solution that is available either through the software vendor or provided by the Supplier.	X	
8. Update requirements traceability matrix based on configuration decisions.	X	
9. Identify configuration decisions that will require process changes that stakeholders need to be prepared for.	X	

Configuration Roles and Responsibilities	Supplier	SCV
10. Analyze and approve process changes recommended.		X
11. Work with the Organizational Change Management team to document and execute specific process change management training and communications activities required.	X	
12. Provide documentation of SI quality and governance processes for Configuration.	X	
13. Throughout the configuration process, the Supplier will consider SCV business context and impacts by working collaboratively with SCV Business Process Leads, Functional Leads, and SMEs.	X	
14. Review, refine, and approve or reject completion of Configuration activities (e.g., configuration, unit testing, documentation, knowledge transfer) across all functional domains.		X

3.0 Build Services

Build Services include coding, unit testing, and specification/documentation maintenance of an approved inventory of development objects agreed to during the Design phase.

Any code developed by the Supplier must adhere to coding standards aligned with the development environment and associated standards embedded in the ERP software toolset.

The Supplier will utilize a proven methodology and associated tools to support the Build effort. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the end-to-end business process and technical performance of the deployed solution.

Table 2 identifies the roles and responsibilities associated with the Build services. The Supplier should strongly consider SCV's services expectations set forth in Table 2 when developing the Supplier's proposal response.

Table 2.   Build Roles and Responsibilities

Build Roles and Responsibilities	Supplier	SCV
A. Core Build Activities		
1. In collaboration with the SCV Project Manager, co-manage the Build schedule and resource plan.	X	X
2. Provide ongoing guidance and knowledge transfer to the SCV Business Process Leads, Functional Leads, and SMEs regarding Build best practices, standards, methodologies, and tools inherent in the chosen solution and associated development environment.	X	
3. Proactively provide solution-specific expertise that will fully leverage best practices into all built components to provide for agility, scalability and technical performance.	X	
4. Review and approve or reject any changes or additions to SCV's current development standards, methodologies, policies, procedures, etc.		X
5. Manage the Build schedule and resource plan.	X	
6. Help establish and manage systems and database operations procedures related to the chosen software.	X	
7. Build required SCV environments (infrastructure) and DR environment(s).	X	
8. In collaboration with the software vendor, ensure that systems operations are stable and managed.	X	
9. In collaboration with the SCV IT Lead, establish operations and administration procedures and tools related to code migration, including version control.	X	X
10. In collaboration with the SCV IT Lead, ensure that all configuration and build effort adheres to security and control requirements.	X	X

Build Roles and Responsibilities	Supplier	SCV
11. Establish development and test access to all required legacy applications, middleware, data, reports, and tools that need to interact with the chosen solution.		X
12. Identify build approaches, methods, tools, and role changes that will require Operating Model and competency/skill changes that IT stakeholders need to be prepared for.	X	
13. Analyze impact of changes, approve and act on the changes or otherwise suggest alternatives to the recommendations.		X
14. Work with the Organizational Change Management team to execute specific change management training and communications activities required to transition to the new IT support model.		X
15. Throughout the Build process, the Supplier will consider SCV's business contexts and impacts by working collaboratively with SCV Business Process Leads, Functional Leads, and SMEs.	X	
16. Throughout the Build process, the Supplier will consider SCV's IT data, security, infrastructure, integration, and support context and impacts by working collaboratively with SCV IT process owners, leads, and SMEs in all Build activities.	X	
17. Maintain / refine Design deliverables and Specifications / documents.	X	
18. Provide documentation of SI quality and governance processes for all Build services (e.g., coding standards).	X	
19. Complete and/or participate in Quality or Delivery Assurance reviews internal to SI or external with software vendor as an audit of the prototype and/or production environments.	X	
20. Review and approve or reject Design deliverables and Specifications / documents.		X
B. Reporting/Analytics Development		
21. Provide proactive guidance and work collaboratively with SCV Reporting/Analytics Lead and Business Process Leads to embed reporting capabilities in the end-to-end process and leverage ERP software's embedded analytics capabilities to the fullest extent.	X	
22. Rationalize existing reports as determined during the planning stage.	X	
23. Where applicable, build practical and relevant prototypes that can help communicate the shift in user thinking (at Executive, Operational Management, Super User, and Casual User levels) about how information can be delivered to their desktops / mobile devices with the future solution. Prototypes should be quickly and iteratively delivered (agile approach), leveraging out-of-box role-based reporting, dashboards, and personalization features.	X	
24. Provide proactive guidance and work collaboratively with SCV Reporting/Analytics Lead and Business Process Leads to fully develop mobile reporting capabilities where relevant.	X	

Build Roles and Responsibilities	Supplier	SCV
25. Provide proactive guidance and work collaboratively with SCV Analytics Lead and Business Process Leads to fully leverage exception and alert-based reporting capabilities, supported by workflow, delivered out-of-the box with the chosen software solution.	X	
26. Participate in/facilitate reporting/analytics development work sessions, as needed.		X
27. Develop non-standard / customized reports.	X	
28. As needed, build flexible and high performing data integrations required to utilize data stored in BI, Data Warehouse, Data Mart, etc. solutions that are part of the approved Reporting/Analytics design. This would include any data rebuild components for any new fields added.	X	
29. Develop programs and jobs that meet Data Retention and Archiving requirements approved during the Design.	X	
30. Unit test all developed reporting objects. Fix any defects until passed or test case has been closed as successful.	X	
31. Update all applicable functional and technical specifications for Supplier-developed reporting objects.	X	
32. Unit test all SCV-developed reporting objects. Re-test as necessary until passed or closed successfully.		X
33. Update all applicable functional and technical specifications for SCV-developed reporting objects.		X
34. Provide knowledge transfer to SCV IT (and SCV third-party providers as needed) for all Supplier-developed reporting objects and associated tools/operating/support procedures.	X	
35. Review and approve or reject all unit-tested Reporting/Analytics objects and associated capabilities.		X
C. Interface Development		
36. Provide proactive guidance and work collaboratively with SCV Technical Lead to fully leverage available ERP software APIs, pre-built integration code, services-oriented architectures, etc. into integration capabilities, with also a view to simplifying the IT footprint through retirement of unnecessary edge applications.	X	
37. Provide expertise that can effectively collaborate with SCV's internal and 3rd party personnel supporting key known integration platforms and endpoints.	X	
38. Provide technical expertise and work collaboratively with SCV Technical Lead to provide proactive guidance to identify potential integration bottlenecks that could cause performance issues as SCV scales up.	X	
39. Participate in/facilitate interface development work sessions, as needed. Provide timely decisions or provide resolution as needed.		X

Build Roles and Responsibilities	Supplier	SCV
40. Participate in/facilitate discussions with Information Security /Cyber Security on required permissions for integrations.	X	
41. Ensure proper licensing for external / connector Integrations are in place and a test or Sandbox environment has been provided for testing.		X
42. Develop all approved interfaces that are assigned to the Supplier.	X	
43. Unit test all Supplier-developed interface objects. Fix any defects until passed or test case has been closed as successful.	X	
44. Update all applicable functional and technical specifications for Supplier-developed interface objects.	X	
45. Unit test all SCV-developed interface objects. Re-test as necessary until passed or can be closed as successful.		X
46. Update all applicable functional and technical specifications for SCV-developed interface objects.		X
47. Provide knowledge transfer to SCV IT (and SCV third-party providers as needed) for all Supplier-developed interface objects and associated tools/operating/support procedures.	X	
48. Review and approve or reject all unit-tested Interface objects and associated capabilities.		X
E. Data Conversion & Migration		
49. Provide proactive guidance and work collaboratively with SCV on data management and integration development that needs to be included in the Build effort.	X	
50. Provide proactive guidance and work collaboratively with SCV Analytics Lead and Business Process Leads on data governance best practices that may be incorporated into SCV's business and IT data creation and maintenance processes.	X	
51. Provide target state data knowledge and expertise to help guide SCV's data normalization and extract-transform-load (ETL) development effort. Participate in/facilitate data conversion work sessions, as needed.	X	
52. Develop all approved automated data conversion transform/load programs, preferably leveraging pre-configured data import acceleration tools and scripts.	X	
53. Recommend data extract strategy.	X	
54. Perform data extract from legacy systems.		X
55. Apply the data extract programs and tools to migrate the data into the staging environment.		X
56. Coordinate and execute manual loads.		X
57. Manage and execute all data normalization activities, including any modifications needed to legacy applications that are the source of converted data.		X

Build Roles and Responsibilities	Supplier	SCV
58. Review and resolve any data related issues as indicated by conversion validation, audit reports provided or findings as a result of functional workstream testing.		X
59. Provide support during the data extraction, testing and loading activities, preferably using preconfigured test acceleration tools and scripts.	X	
60. Unit-test all developed data conversion objects. Fix any defects until test has passed or can be closed successfully.	X	
61. Update all applicable functional and technical specifications for developed data conversion objects.	X	
62. Unit test all SCV-developed automated data cleanse and data conversion objects. Fix any defects until unit tests have passed or can be closed successfully.		X
63. Update all applicable functional and technical specifications for SCV-developed data cleanse and data conversion objects.		X
64. Provide knowledge transfer to SCV IT (and SCV third-party providers as needed) for all developed data cleanse and data conversion objects and associated tools/operating/support procedures.	X	
65. Review and approve or reject all unit-tested data cleanse and data conversion objects and associated capabilities.		X
66. Validate and approve or reject converted data loaded into the new solution.		X
67. Prepare an overall data migration related configurations plan.	X	
68. Approve the overall data migration related configurations plan.		X
69. Execute overall data migration related configurations.	X	
70. In collaboration with the SCV IT Lead, establish operations and administration procedures and tools related to data migration.	X	
71. Lead execution and document the results of all mock data migration test cycles, including creation and management of test cases (preferably from a start point of predesigned test cases).	X	
72. Manage the testing schedule and environment and all related code migration and version control.	X	
F. Extension / Customization Development		
73. Provide proactive guidance and work collaboratively with SCV Technical Lead to leverage best practices into extensions and customizations within the extensibility toolset provided by the chosen solution.	X	
74. Provide technical expertise and work collaboratively with SCV Technical Lead to identify potential bottlenecks that could cause performance issues.	X	
75. Lead extension/customization development work sessions.	X	

Build Roles and Responsibilities	Supplier	SCV
76. Develop all approved extensions/customizations that are assigned to the Supplier.	X	
77. Unit test all Supplier-developed extension/customized objects. Fix any defects until test has passed or can be closed successfully.	X	
78. Update all applicable functional and technical specifications for Supplier-developed extension/customized objects.	X	
79. Develop all approved extensions/customizations that are assigned to SCV.		X
80. Unit test all SCV-developed extension/customized objects. Re-test as needed until test has passed or can be closed successfully.		X
81. Update all applicable functional and technical specifications for SCV-developed extension/customized objects.		X
82. Provide knowledge transfer to SCV IT (and SCV third-party providers as needed) for all Supplier-developed extension/customized objects and associated tools/operating/support procedures.	X	
83. Review and approve or reject all unit-tested extension/customized objects and associated capabilities.		X
G. Forms Development		
84. Provide proactive guidance and work collaboratively with SCV Technical Lead to leverage out-of-the-box capabilities and templates within the chosen solution for forms development.	X	
85. Provide technical expertise and work collaboratively with SCV Technical Lead to identify potential bottlenecks that could cause performance issues.	X	
86. Lead forms development work sessions, as needed.	X	
87. Develop all approved forms that are assigned to the Supplier.	X	
88. Unit test all Supplier-developed forms. Fix any defects until unit test has passed or can be closed successfully.	X	
89. Update all applicable functional and technical specifications for Supplier-developed forms.	X	
90. Develop all approved forms that are assigned to SCV.		X
91. Unit test all SCV-developed forms. Re-test defects until unit test has passed or can be closed successfully.		X
92. Update all applicable functional and technical specifications for SCV-developed forms.		X
93. Provide knowledge transfer to SCV IT (and SCV third-party providers as needed) for all Supplier-developed forms and associated tools/operating/support procedures.	X	

Build Roles and Responsibilities	Supplier	SCV
94. Ensure proper licensing for external forms or signature solutions are in place and a test or Sandbox environment has been provided for testing.		X
95. Review and approve or reject all unit-tested forms and associated capabilities.		X
H. Workflow Development		
96. Provide proactive guidance and work collaboratively with SCV Technical Lead to leverage out-of-the-box capabilities and templates within the chosen solution for development of workflows.	X	
97. Provide technical expertise and work collaboratively with SCV Technical Lead to identify potential bottlenecks that could cause performance issues related to workflows.	X	
98. Participate in/facilitate workflow development work sessions, as needed.	X	
99. Develop all approved workflows that are assigned to the Supplier.	X	
100. Unit test all Supplier-developed workflows. Fix any defects until unit test has passed.	X	
101. Update all applicable functional and technical specifications for Supplier-developed workflows.	X	
102. Develop all approved workflows that are assigned to SCV.		X
103. Unit test all SCV-developed workflows. Re-test any defects until unit test has passed or can be closed successfully.		X
104. Update all applicable functional and technical specifications for SCV-developed workflows.		X
105. Provide knowledge transfer to SCV IT (and SCV third-party providers as needed) for all Supplier-developed workflows and associated tools/operating/support procedures.	X	
106. Review and approve or reject all Supplier unit-tested workflows and associated capabilities.		X
I. Mobile Applications Development		
107. Provide proactive guidance and work collaboratively with SCV's Technical Lead to leverage available mobile applications, templates, and development tools inherent within the chosen solutions.	X	
108. Provide technical expertise and work collaboratively with SCV's Technical Lead to identify potential device-specific constraints that could cause performance or user issues.	X	
109. Facilitate mobile development work sessions, as needed.	X	
110. Develop all approved mobile features & functionalities that are assigned to the Supplier.	X	
111. Thoroughly unit test all developed mobile applications. Fix any defects until unit test has passed.	X	

Build Roles and Responsibilities	Supplier	SCV
112. Unit test all SCV-mobile features. Re-test any defects until unit test has passed or can be closed successfully.		X
113. Update all applicable functional and technical specifications for developed mobile applications.	X	
114. Provide knowledge transfer to SCV's IT (and SCV third-party providers as needed) for all Supplier developed mobile applications and associated tools/operating/support procedures.	X	
115. Review and approve or reject all Supplier unit-tested mobile applications and associated capabilities.		X

4.0   Testing Services

Testing Services include functional testing, system integration testing, mock migration testing, performance/load testing, security & controls testing, regression testing and user acceptance testing (UAT).

The Supplier will utilize a proven methodology and associated tools to support the testing effort. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the end-to-end business process and technical performance of the deployed solution. Supplier Test Lead and Testers cannot be developers of this same project.

Table 3 identifies the roles and responsibilities associated with the testing services. The Supplier should strongly consider SCV's services expectations when developing the Supplier's proposal response.

Table 3.   **Testing Roles and Responsibilities**

Testing Roles and Responsibilities	Supplier	SCV
1. Provide proactive guidance to leverage Supplier or third-party testing tools, automations and methods agreed to by both parties.	X	
2. Oversee that the Supplier is properly utilizing any SCV recommended or provided testing tools and methods agreed to by both parties.		X
3. Provide SCV IT resource to work collaboratively with the Supplier for testing activities.		X
4. Define success criteria and expected results.	X	
5. Provide inputs and approvals during success criteria definition.		X
6. Create the testing plan and schedule.	X	
7. Bring in pre-existing test cases from prior ERP implementations within the industry.	X	
8. Provide inputs to modify test scripts to suit specific business / organizational requirements as needed.		X

Testing Roles and Responsibilities	Supplier	SCV
9. Work collaboratively with the SCV Testing/IT Lead to assign and make available Supplier resources to meet testing due dates.	X	
10. Lead the execution and document the results of all functional and system integration test cycles. This includes creation and management of test cases and test data. Maintain defect log and monitor for resolution.	X	
11. Lead the execution and document the results of all mock migration and parallel run test cycles. This includes creation and management of test cases and test data. Maintain defect log and monitor for resolution.	X	
12. Lead the execution and document the results of all performance / load test cycles. This includes creation and management of test cases and test data.	X	
13. Lead the execution and document the results of all security testing. This includes creation and management of test cases and test data.	X	
14. Lead the execution of and document the results of user acceptance testing (UAT). This includes creation and management of test cases and test data.		X
15. Provide documentation of SI quality and governance processes for all Testing services. Including expected resolution times for client reported defects.	X	
16. Utilize agreed upon tools and methods, such that all test cases are repeatable. This includes the ability to do regression testing. Create automated test scripts where possible.	X	
17. Transfer ownership of all SI-developed automated testing assets (e.g., scripts, testbed) to SCV for ongoing use.	X	
18. Manage the testing environment and all related code migration and version control.		X
19. Manage access to all legacy applications where integration is required to enable completion of end-to-end integration and performance testing.		X
20. As dispositioned, fix all defects related to objects developed by Supplier.	X	
21. Provided expedited resolution to escalated problems identified during testing.	X	
22. As dispositioned, fix all defects related to objects developed by SCV.		X
23. Testing approval or rejection and sign-off.		X

5.0 Value Realization Services

Value Realization is a work stream that begins during Planning & Design and continues through final deployment, initial support, and ongoing stabilization. This section deals only with Value Realization activities for the Configuration/Build/Test phase.

The Supplier will utilize a proven methodology and associated tools to deliver Value Realization services aligned with the scope, key strategic themes/drivers, and priorities. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to optimize the engagement and alignment of SCV business and IT stakeholders to the expected benefits, articulated as potential benefits in the attachment *Exhibit 3 – SCV Capability Summary* for the end-to-end solution being configured, built, tested, and eventually deployed.

Table 4.   Value Realization Roles and Responsibilities

Value Realization Roles and Responsibilities	Supplier	SCV
1. Provide Value Realization methodology and tools and provide timely education of the use of the methods/tools to the SCV PMO, Business Process Leads, Functional Leads, and SMEs.	X	
2. Proactively provide industry, solution, and process-specific expertise that will build best practices into the Value Realization activities to optimize business process performance and solution adoption.	X	
3. Working with SCV Program Leads, PMO, Technical Leads, Business Process Leads, Functional Leads, and SMEs, facilitate the development of quantified benefits that are specifically linked to the solution being built.	X	
4. Provide ongoing insights into quantified value opportunities from Supplier's experience with similar clients and/or benchmark data.	X	
5. Provide current state baseline cost, volume, effort, and Objectives and Key Results (OKRs) and/or KPI information related to the existing metrics measured by SCV, as well as previously completed materials related to Value Realization.		X
6. Business Value Drivers: For each end-to-end process provide future state governance, SLAs, and measurable OKRs, leveraging previously completed materials.	X	
7. Throughout the effort, Supplier will consider SCV business context and impacts by working collaboratively with SCV Business Process Leads, Functional Leads, and SMEs.	X	
8. Review, refine, and approve or reject Value Realization deliverables.		X

REQUEST FOR PROPOSAL:

Schedule B-3: Deployment and Initial Support
Issued on November 20, 2023

Enterprise Resource Planning (ERP)
Software Product and System Integration Services

Supreme Court of Virginia

Proposals are due 3:00 PM ET on January 19, 2024

Contents

1.0 Introduction

Schedule B-3 provides activity and responsibility guidance to the Supplier as it prepares its response and is not meant to replace or dictate the Supplier's methodology or approach. SCV asks that the Supplier clearly indicate any material exceptions to the contents of this Schedule B-3 to SCV. The Supplier should review all RFP documents, including other Schedules and Exhibits, to understand the expected services represented in this document.

Services Overview

Schedule B-3 Deployment and Initial Support services include the applicable activities required to complete rollout.

It is expected that the Supplier will leverage the work and deliverables created during the Configuration-Build-Test phase to deliver Deployment and Initial Support services and deliverables that are specific to the ERP software and will include any other 3rd party and legacy solutions that will be retained by SCV and are part of the end-to-end solution. Schedule B-3 also includes the appropriate evolution and continuation Value Realization services as well. Expertise in SCV's industry and thought leadership will be key success factors in the Supplier's ability to be the kind of partner SCV is seeking.

Schedule B-3 Services will be delivered in collaboration with the SCV team and other relevant 3rd parties as required. These services include the following for each implementation phase or wave associated with the Supplier's proposed implementation approach:

- **Deployment Services** include final preparation at each rollout location (if applicable) as well as within the support organization from pre-cutover through cutover and Go Live.

- **Initial Support Services** include immediate post-cutover support through a defined warranty period of 90 days from Go-Live as well as support transition to the intended SCV support team (including any 3rd parties working on behalf of SCV).

- **Value Realization Services** include continued management and refinement of the "go-live" business case to ensure alignment with the solution being deployed, with the overall goal to drive benefit accountability and to act as a key change lever.

The term "knowledge transfer" as used in this Schedule, includes: (a) "hands-on" training throughout all core activities through collaboration and working side-by-side with SCV team members; (b) proactively pointing out and explaining best practices related to methods/tools being used, process improvement opportunities, and technology leverage opportunities; and (c) providing full transparency via clear documentation of configuration, build, and test work products and deliverables to the point where the relevant SCV team member(s) are satisfied that they understand the content.

1.1 Coordination with Other Planned/In-Process Initiatives

The SCV Program Leads, with the support of ERP Steering Committee as well as SCV Project Managers assigned to various relevant projects, and the IT group will coordinate with other planned or in-process initiatives and inform the Supplier of any potential impacts. SCV's planned governance structure and processes will provide support to any key decisions that result from any associated inter-dependencies.

2.0 Deployment Services

Deployment Services include final preparation for rollout as well as within the support organization from pre-cutover through cutover. These services also include: assisting with the completion of a pre-implementation project internal audit, site business operational readiness (i.e., policy/process/procedures),

site-data readiness, site end user readiness, ERP/IT support readiness, site governance readiness, and supplier/customer/key third party partner readiness.

The Supplier will utilize a proven methodology and associated tools to support the deployment effort. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize customer impact, downtime, downstream re-work and to optimize the end-to-end business process and technical performance of the deployed solution.

Table 1 identifies the roles and responsibilities associated with these services. The Supplier should strongly consider SCV's services expectations set forth in Table 1 when developing the Supplier's proposal response.

Table 1. **Deployment Roles and Responsibilities**

Deployment Roles and Responsibilities	Supplier	SCV
1. Throughout the Deployment Services effort, the Supplier will consider the SCV business context and impacts by working collaboratively with SCV Business Process Leads, Functional Leads, and SMEs in all Deployment activities.	X	
2. Collaborate with SCV PMO and Business Process Leads to determine deployment activities, minimize disruptions and coordinate communication.	X	
3. Throughout the Deployment Services effort, the Supplier will consider the SCV data, security, infrastructure, integration, support, etc. context and impacts by working collaboratively with SCV IT process owners, leads, and SMEs in all Deployment activities. The Supplier will also consider timing (e.g., period close, peak activity) in all Deployment activities.	X	
4. Prepare and manage the pre-go-live countdown checklist of activities required for deployment, including site readiness (e.g., specific operational preparation activities). Advise SCV as to "go/no-go" decision.	X	
5. Participate in site readiness planning for corporate and field sites.		X
6. Prepare and manage the go-live cutover plan of activities required for each go-live. Advise SCV on the readiness of the solutions to support business post cutover.	X	
7. Coordinate dress rehearsals of the pre-go-live countdown checklist and activities as well as the go-live cutover plan to validate timing of go-live activities.	X	
8. Collaborate with the SCV Program Leads and PMO in validating and adjusting roll-out schedule, milestones, and detailed plan; collaborate with OCM for communication to stakeholders.	X	
9. Provide required policy changes and prerequisite process changes to support the optimal usage of the new solution.		X
10. Oversee that end users are trained and entirely familiarized with the deployment solution.		X
11. Work collaboratively with the SCV Technical Architect to ensure that solution architecture is in place for data integration to required retained applications, BI, Data Warehouse, etc. components necessary for go-live.	X	

Deployment Roles and Responsibilities	Supplier	SCV
12. Provide required data definitions and data governance roles and processes to effectively and efficiently manage one source of truth for master data with high data integrity.		X
13. Transfer target state data definition knowledge to SCV data stewards.	X	
14. Assist with dispositioning and closing out all high priority issues coming out of final User Acceptance Testing (UAT) activities.	X	X
15. In collaboration with the SCV Program Leads and PMO, provide all operations and administration procedures and tools related to code migration across environments.	X	
16. Provide a testing environment to conduct regression testing to enable effective and efficient release and configuration management.		X
17. Fill post-Go Live IT support roles and provide the required capacity and capabilities.		X
18. Provide the appropriate resources to assist SCV in post-production support.	X	
19. Provide required contact center, help desk, and associated governance processes, procedures, portals, and tools for effective transition and ramp-up to post-production support.		X
20. Provide performance metrics to monitor during hyper-care support.		X
21. Deploy mobile technology platforms and device support for mobile-enabled processes.		X
22. Store and make accessible all specifications and other design/configuration/development/testing/training documentation.		X
23. Decommission legacy systems that have been replaced/retired.		X
24. Provide knowledge transfer to SCV IT for all Supplier-developed objects and associated tools/operating/support procedures.	X	
25. Provide governance to manage pre-deployment issues, risks, and decisions, the project team, and senior leadership/steering committee stakeholders.		X
26. Assist with developing Supplier, SCV, and other key third-party readiness checklists and accountability as well as assessing related readiness risks.	X	
27. Manage pre-go-live Supplier, SCV, and other key third-party readiness activities.	X	
28. Approval or rejection of all Deployment deliverables and "go/no-go" decision for each discrete go-live.		X
Data Migration Specific Activities		
29. Create final data migration cutover plan, schedule, and procedures; include data recovery/back-out plan.	X	
30. Provide finalized Data Retention and Archiving requirements for retaining and archiving historical data.		X
31. Ensure successful Data Retention and Archiving as per the requirements.	X	
32. Validate and approve or reject the pre-cutover data migration.		X

Deployment Roles and Responsibilities	Supplier	SCV
33. Execute the overall data migration plan.	X	
34. Provide all operations and administration procedures and tools related to code migration into production environments.		X

3.0 Initial Support Services

Initial Support Services include immediate post-cutover support through a defined Warranty period of 90 days, enabling SCV support self-sufficiency (including any third parties working on behalf of SCV), as well as assisting with completion of a post-implementation project internal audit.

The Supplier will utilize a proven methodology and associated tools to support the Initial Support effort. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the end-to-end business process and technical performance of the deployed solution.

Table 2 identifies the roles and responsibilities associated with these services. The Supplier should strongly consider SCV's services expectations set forth in Table 2 when developing the Supplier's proposal response.

Table 2.   **Initial Support Roles and Responsibilities**

Initial Support Roles and Responsibilities	Supplier	SCV
1. Provide Business Process Leads, SMEs, as well as super users Initial Support in terms of training, trouble shooting, desk side support, reporting capabilities, leadership, and governance.		X
2. Provide IT process owners, leads, and SMEs to work collaboratively with the Supplier in all Initial Support activities and provide internal IT support capacity and capabilities.		X
3. Manage all applicable environments.		X
4. Provide systems management, configuration management, release management, transport/code migration, performance management, security administration, disaster recovery, and other technical administration processes.		X
5. Manage service desk and all associated problem/incident management and monitoring processes.		X
6. Assist SCV with hands-on training-related support.	X	
7. Assist SCV with configuration change (including workflow and security profile setup) related support.	X	
8. Assist SCV with diagnosing data and performance defect related incidents.	X	
9. Fix all defects (including re-testing until approved) for all code developed by the Supplier.	X	
10. Assist SCV with assessing impact of enhancement requests.	X	
11. Determine disposition of all enhancement requests.		X
12. Assist SCV with post go-live stabilization/adoption assessment after go-live and make recommendations to improve in possible subsequent rollouts.	X	
13. Initial Support and Warranty acceptance approval and sign-off (or rejection) for each phase/wave.		X

4.0 Value Realization Services

Value Realization is a work stream that begins during Planning & Design and continues through final deployment, initial support, and ongoing stabilization. This section deals only with the activities associated with final go-live value realization services to provide the specific benefits, metrics, and accountability for measuring post go-live benefits delivery.

The Supplier will utilize a proven methodology and associated tools to deliver Value Realization services aligned with the scope, key strategic themes/drivers, and priorities. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to optimize the engagement and alignment of SCV business and IT stakeholders to the expected benefits for the end-to-end solution being deployed.

Table 3 identifies the roles and responsibilities associated with these services. The Supplier should strongly consider SCV's services expectations set forth in Table 3 when developing the Supplier's proposal response.

Table 3.   **Value Realization Roles and Responsibilities**

Value Realization Roles and Responsibilities	Supplier	SCV
1. Provide Value Realization methodology and tools and provide timely education of the use of the methods/tools to the SCV PMO, Business Process Leads, Functional Leads, and SMEs.	X	
2. Proactively provide industry, solution, and process-specific expertise that will build best practices into the Value Realization activities to optimize business process performance and solution adoption.	X	
3. Working with SCV Functional/Technical Leads, Business Process Leads, and SMEs, refine and complete the development of quantified benefits that are specifically linked to the solution being built. Provide site-specific details as needed.	X	
4. Provide additional insights into quantified value opportunities from Supplier's experience with similar clients and/or benchmark data.	X	
5. Provide specific best practices advice regarding post go-live benefits measurement processes and accountability.	X	
6. Business Value Drivers: For each end-to-end process provide future state governance, SLAs, and measurable Objectives and Key Results (OKRs) and/or KPIs, leveraging previously completed materials.	X	
7. Develop post go-live benefits measurement process, method, and ownership.	X	
8. Approve post go-live benefits measurement process, method, and ownership.		X
9. Validate and finalize any current state baseline cost, volume, effort, and OKR and/or KPI information related to the existing metrics that exist within SCV today.		X
10. Throughout this phase, Supplier will consider SCV business context and impacts by working collaboratively with SCV Business Process Leads, Functional Leads, and SMEs in all Value Realization activities.	X	
11. Review, refine, and approve or reject Value Realization deliverables.		X

REQUEST FOR PROPOSAL

Schedule B-4: Organizational Change Management and Training Services
Issued on November 20, 2023

Enterprise Resource Planning (ERP)
Software Product and System Integration Services

Supreme Court of Virginia

Proposals are due 3:00 PM ET on January 19, 2024

Contents

1. Introduction

Schedule B-4 provides activity and responsibility guidance to the Supplier as it prepares its response and is not meant to replace or dictate the Supplier's methodology or approach. However, we ask that the Supplier clearly indicate any material exceptions to contents of Schedule B-4 to SCV. The Supplier should review all RFP documents, including other Schedules and Exhibits, to understand the expected services represented in this document.

Schedule B-4 sets forth responsibilities of the parties for the full life-cycle organizational change management and training activities.

Organizational Change Management ("OCM") is a workstream that begins during planning & design and continues through final deployment and support that will enable impacted users to successfully transition from SCV's legacy ERPs to the future ERP. As a priority, OCM should focus on three main things: (1) process change and associated role/organization changes required; (2) consistent and clearly articulated communications to keep business and IT stakeholders engaged and aligned; and (3) training of the end-to-end solution throughout the program life-cycle to ensure optimal adoption and usage to deliver expected benefits.

Training Services include the delivery of "train-the-trainer" and end user training to business and IT stakeholders as defined in a detailed training plan and schedule. Each training module delivered should include end-to-end and integrated process and software usage training.

2. Organizational Change Management Responsibilities

2.1 OCM During Planning & Design Phase

This section deals with the up-front OCM activities for Design as well as any incremental Design activities for additional rollouts. The Supplier will utilize a proven methodology and associated tools to deliver OCM services aligned with the scope, key strategic themes/drivers, and priorities. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the engagement and alignment of SCV business and IT stakeholders across the end-to-end solution design and deployment.

Table 1. OCM Roles and Responsibilities - Design

OCM – Design Roles & Responsibilities	Supplier	SCV
A. Process/Role/Organization Change Design		
1. Proactively provide OCM methodology and tools and provide timely education of the use of the methods/tools to SCV personnel.	X	
2. Proactively provide industry, solution, and process-specific expertise and build into the OCM Design best practices to minimize downstream re-work, sub-optimal business process performance, or sub-optimal solution adoption.	X	
3. Leverage the change impacts identified in the Core Design activities, work with SCV to provide specific recommendations regarding process, role, and organization changes required to adopt the best practices inherent in the chosen software.	X	
4. Review and approve or otherwise reject the recommendations provided.		X
5. Create key decision and other required documentation to provide the rationale and agreements made regarding change recommendations and intended adoption or effectiveness of OCM activities, reporting on metrics, and adjusting plans based on assessments.	X	
6. Throughout the OCM Design process, consider business context and impacts by working collaboratively with the SCV PMO, Business Process Leads, Functional Leads, and SMEs.	X	
7. Review, refine, and approve or reject Process/Role/Organization Design deliverables.		X
B. Communications Design		
8. Provide the communications design methodology and tools, in addition to, the timely education of the use of the methods/tools to the OCM Team. This includes templates as well as other communications technologies (e.g., social media tools).	X	
9. Provide an OCM Lead and communications resources to lead the work streams.	X	X
10. Evolve the Communications Plan into a more specific Communications Design to articulate audience, mode, frequency, ownership, etc.	X	
11. Review, refine, and approve or reject the Communications Design deliverables.		X

OCM – Design Roles & Responsibilities	Supplier	SCV
12. Create an Executive Stakeholder Change Management strategy and plan to drive support, engagement, and education of key executive stakeholders.	X	
13. Enact the Executive Stakeholder Change Management plan.		X
C. IT Operating Model Change and Transition Design		
14. Leveraging the change impacts identified in the Core Design activities, provide specific recommendations regarding IT role and organization changes required to support the new solutions and target state vendor ecosystem.	X	
15. Approve the recommendations and changes; create an action plan to execute on the same.		X
16. Create key decision and other required documentation to provide the rationale and agreements made regarding change recommendations and intended transition by the IT organization.	X	
17. Provide leadership and IT process SMEs to work collaboratively with the Supplier.		X
18. Work with the IT Lead and SMEs, create an initial IT Operating Model Transition Design document that creates an early view of the "what/why/who" considerations to build and support the new environment.	X	
19. Review, refine, and approve or reject the IT Operating Model Change and Transition Design deliverables.		X

2.2 OCM During Config-Build-Test Phase

This section deals with the OCM activities anticipated during the Configuration/Build/Test phase. The Supplier will utilize a proven methodology and associated tools to deliver OCM services aligned with the scope, key strategic themes/drivers, and priorities. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the engagement and alignment of SCV business and IT stakeholders across the end-to-end solution being configured, built, tested, and eventually deployed.

Table 2.   OCM Roles and Responsibilities – Config-Build-Test

OCM – Config/Build/Test Roles & Responsibilities	Supplier	SCV
A. Process/Role/Organization Change		
1. Provide OCM methodology and tools and provide timely education of the use of the methods/tools to the SCV personnel as requested by SCV.	X	
2. Proactively provide industry, solution, and process-specific expertise that will execute OCM best practices to minimize downstream re-work, sub-optimal business process performance, or sub-optimal solution adoption.	X	

OCM – Config/Build/Test Roles & Responsibilities	Supplier	SCV
3. Work with SCV to provide specific recommendations regarding process, role, and organization changes required to adopt the best practices inherent in the ERP software solution.	X	
4. Work with SCV to determine process and role changes required, if any, consistent with the configuration and security setup of the new solution; support in executing the changes.	X	
5. Build the operational aspects (e.g., workflow, scanning, forms printing, etc.) of process and role changes into the appropriate testing activities so that final integration testing and UAT closely resemble the final go-live environment.	X	
6. Proactively identify and prioritize areas where SCV is at risk regarding readiness and acceptance of the required process, role, organization changes, and provide mitigation techniques.	X	
7. Help determine cost/benefit trade-offs to assist with ongoing decision-making regarding "changing the process" vs. "changing or customizing the solution".	X	
8. Advise SCV PMO, Business Process Leads, and Functional Leads as to best practices for creating a Super User Network for post-production support sustainment.	X	
9. Advise SCV PMO, Business Process Leads, and Functional Leads as to best practices for post-production support sustainment.	X	
10. Throughout this phase, Supplier will consider SCV business context and impacts by working collaboratively with SCV PMO, Business Process Leads, Functional Leads, and SMEs in all OCM activities.	X	
11. Provide tools and assistance to measure adoption and OCM analytics.	X	
12. Review, refine, and approve or reject Process/Role/Organization Design deliverables.		X
B. Communications		
13. Provide Communications execution methodology and tools and provide timely education of the use of the methods/tools to the SCV OCM Team. This would include templates as well as leading communications technologies (i.e., social media tools).	X	
14. Proactively provide best practices examples and, as necessary, initial communications, to provide guidance to the SCV team.	X	
15. Provide a SCV OCM Lead and communications resources to develop and deliver necessary communications to the broader stakeholder community.		X
16. Assist the SCV PMO with executive communications to ensure ongoing alignment and support.	X	
17. Assist the SCV PMO with project team communications to ensure alignment with priorities, decisions, risks, etc.	X	
18. Work collaboratively with the SCV OCM Lead to maintain the Communications Plan.	X	
19. Review, refine, and approve or reject Communications deliverables.		X

OCM – Config/Build/Test Roles & Responsibilities	Supplier	SCV
C. IT Operating Model Change and Transition		
20. Work with SCV to provide specific recommendations regarding IT role and organization changes required to support the new ERP software solution and target state vendor eco-system.	X	
21. Work with SCV to provide specific recommendations regarding IT process, role, and organization changes required to support the new solution.	X	
22. Provide SCV IT Lead and IT process SMEs to work collaboratively with the Supplier.		X
23. Proactively identify and prioritize areas where SCV is at risk regarding readiness and acceptance of the required IT process, role, and organization changes.	X	
24. Review, refine, and approve or reject IT Operating Model Change and Transition Design deliverables.		X
25. Assist SCV to become a "learning organization" such that it has the necessary OCM tools and skills to easily implement future system enhancements and support upgrades.	X	

2.3 OCM During Deployment and Initial Support Phase

This section deals with the OCM activities anticipated during the Deployment and Initial Support phase. As a priority, OCM in this phase should focus on two main things: (1) process change and associated role/organization changes required; and (2) consistent and clearly articulated communications to keep business and IT stakeholders engaged and aligned to what needs to be done to ensure go-live readiness. The goals are to minimize disruption, optimize adoption, and enable realization of targeted benefits.

The Supplier will utilize a proven methodology to deliver OCM services aligned with the scope, key strategic themes/drivers, and priorities. Furthermore, the Supplier will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the engagement and alignment of SCV business and IT stakeholders across the end-to-end solution being deployed.

Table 3. OCM Roles and Responsibilities – Deployment and Initial Support

OCM – Deployment/Initial Support Roles & Responsibilities	Supplier	SCV
A. Process/Role/Organization Change		
1. Provide OCM methodology and provide timely education of the use of the methods/tools to the SCV Core Team (PMO, Business Process Leads, Functional Leads, and selected SMEs).	X	
2. Proactively provide industry, solution, and process-specific expertise to ensure OCM best practices are executed to minimize downstream re-work, sub-optimal business process performance, or sub-optimal solution adoption.	X	
3. Assist SCV with preparing and aligning policy, process, organization, and role changes to enable solution adoption.	X	

OCM – Deployment/Initial Support Roles & Responsibilities	Supplier	SCV
4. Provide an independent assessment of go-live readiness along with risk mitigation recommendations.	X	
5. Assist SCV with establishing site-specific accountability for pre-go-live, cutover, and immediate post go-live activities. This includes any remaining work to establish the Super User Network.	X	
6. As applicable, advise SCV as to remaining activities necessary to stand up an ERP Competency Center for post-production support sustainment.	X	
7. Throughout this phase, Supplier will consider SCV business context and impacts by working collaboratively with the SCV PMO, Business Process Leads, Functional Leads, and SMEs in all OCM activities.	X	
8. Review, refine, and approve or reject OCM deliverables.		X
B. Communications		
9. Provide Communications execution methodology and tools and provide timely education of the use of the methods/tools to the SCV OCM Lead. This would include templates as well as leading communications technologies (e.g., project website, social media tools).	X	
10. Proactively provide best practices examples to support pre-go-live and cutover communications aligned with go-live countdown activities and responsibilities.	X	
11. Provide SCV OCM Lead and communications resources to develop and deliver necessary communications.		X
12. Assist the SCV PMO with executive communications to ensure ongoing alignment and support as well as to facilitate consensus on "go/no-go" decisions for each phase/wave Go-Live.	X	
13. Assist the SCV PMO with project team communications to ensure alignment with priorities, decisions, risks, etc.	X	
14. Work collaboratively with the SCV OCM Lead to maintain the Communications Plan.	X	
15. Review, refine, and approve or reject Communications deliverables.		X
C. IT Operating Model Change and Transition		
16. Work with SCV to provide final recommendations regarding IT role and organization changes required to support the new solutions and target state vendor ecosystem.	X	
17. Provide SCV IT Lead and IT process SMEs to work collaboratively with the Supplier.		X
18. Review, refine, and approve or reject IT Operating Model Transition recommendations and action items.		X

3. Training Services

The Supplier will utilize a proven methodology and associated tools to support the Training delivery effort. Furthermore, the Supplier will apply industry, process, and solution expertise to these services so that the training is delivered within the context of the SCV solution and business process environment.

Table 4 identifies the roles and responsibilities associated with services to ensure SCV authorized personnel receive the appropriate level of functional and technical capabilities that guarantees cut-over confidence. The Supplier should strongly consider SCV's expectations for training services as set forth in Table 4 when developing the Supplier's proposal response.

Table 4. Training Roles and Responsibilities

Training Roles and Responsibilities	Supplier	SCV
A. Training Design		
1. Provide Training Design methodology and tools and provide timely education of the use of the methods/tools to the PMO and OCM leaders. This would include templates as well as leading training technologies (e.g., online learning, group collaboration training, social media tools, chatbot tools, etc.).	X	
2. Evolve the Training Plan into a more specific Training Design to articulate audience, duration, media, development requirements, delivery approach, timing, ownership, etc. especially in areas requiring significant change and/or high adoption	X	
3. Review, refine, and approve or reject the Training Design deliverables		X
B. Training Development		
4. During the Planning & Design phase, provide ERP solution training to the SCV Program Leads, Business Process Leads, Functional Leads, SMEs, and key SCV IT resources to build a foundational understanding of the solution capabilities and user experience.	X	
5. Provide training development methodology and tools and provide timely education of the use of the methods/tools to the SCV PMO and OCM leaders. This would include templates as well as training technologies (i.e., online learning, group collaboration training, social media tools, chatbot tools, etc.) that provide interactive, customized training sessions/modules/content that encourage engagement, are organized logically and provide immediate feedback to learners.	X	
6. Provide a SCV Training Lead and business process SMEs to work collaboratively with the Supplier.		X
7. Identify and on-board Super Users within the organization that will serve as SCV trainers in a "train-the-trainer" model.		X
8. Develop training materials/content to leverage and complement the training materials/content inherent in the purchased solution.	X	
9. Integrate both process and system components in the training materials.	X	
10. Lead the integration of training materials into UAT activities.	X	
11. Lead the development, integration, modification, and finalization of training materials before, during, and immediately after UAT.	X	

Training Roles and Responsibilities	Supplier	SCV
12. Work collaboratively with the SCV Training Lead to maintain the Training Plan. Measure the effectiveness of the Training Plan and adjust as necessary.	X	
13. Work collaboratively with the SCV PMO and Training Lead to develop specific knowledge transfer milestones and to execute accordingly to ensure SCV core business and IT team self-sufficiency.	X	
14. Review, refine, and approve or reject Training deliverables.		X
C. Deployment and Initial Support		
15. Provide training delivery methodology and tools and provide timely education of the use of the methods/tools to the SCV Training Team. This would include templates as well as leading training technologies (i.e., online learning, group collaboration training, social media tools, chatbot tools, etc.).	X	
16. Work with the Software Vendor(s) as needed to coordinate and integrate training delivery.	X	
17. Provide a SCV Training Lead, Business Process Leads, Functional Leads, and business process SMEs to work collaboratively with the Supplier on deployment and support of training.		X
18. Train identified SCV Super Users within the organization that will serve as SCV trainers.	X	
19. Train identified SCV IT support leads regarding solution-specific systems management, application management, and integration management, and other architecture components being deployed.	X	
20. Integrate both process and system components into training delivery.	X	
21. Modify training materials as needed as a result of identified gaps/improvements during training delivery.	X	
22. Lead the execution of training delivery as per the Training Plan, with support from SCV; modify as needed.	X	
23. Review, refine, and approve or reject Training Delivery deliverables.		X
24. Deliver End User training including any training documentation revisions required during and after end user training.		X
25. Deliver post go-live training as appropriate; continue to maintain post go-live training documentation.		X

REQUEST FOR PROPOSAL:

Schedule C: Exit Services
Issued on November 20, 2023

Enterprise Resource Planning (ERP)
Software Product and System Integration Services

Supreme Court of Virginia

Proposals are due 3:00 PM ET on January 19, 2024

Contents

1.0   Introduction

The purpose of this document is to present the conditions and requirements for the services to be delivered by the Supplier, upon request of the Supreme Court of Virginia (SCV), in the event of termination of one or more of the Services by either party. This schedule would also apply, as mutually agreed to by both parties, to lengthy suspension of the program, at SCV's request.

This schedule summarizes the services, requirements, standards and the roles and responsibilities of all parties. Related charges will be specifically identified in a subsequent final contract with the selected Supplier.

2.0   General Conditions and Requirements

The Supplier shall at the time of Exit address at a minimum the requirements and activities set forth in this schedule and shall prepare a check list to be used by both parties to verify that the applicable criteria have been met.

2.1   Conditions and Requirements

Upon notice from SCV, Supplier shall fully co-operate with SCV and/or designee and shall promptly take all steps required to assist SCV in effecting the transfer of Services from Supplier, as per the final contract.

The term "Exit Plan Project" is used throughout this schedule to indicate an instance when a Service is being transferred to either SCV personnel or a contracted third-party. Supplier shall prepare an Exit Plan that provides the necessary information to facilitate a transfer of the knowledge, tools, documentation, and data from Supplier to SCV or to another contracted third-party as directed by SCV.

As may be applicable, Supplier shall state, describe and document project and non-project specific:

- Processes and methodologies that Supplier will use to transfer a service to a new contracted third-party

- Activities that SCV will need to plan, schedule, and/or initiate prior to the start-up of an Exit Plan Project, including but not limited to a collaboration model for conducting reviews of configurations, security operations, and similar processes

- Conditions that must be completed prior to commencement of an Exit Plan Project

- Criteria and requirements that must be met by SCV prior to the commencement an Exit Plan Project

- Processes and tools to be applied for the necessary Knowledge Transfer

For each Exit Plan Project, the Supplier shall describe in detail how services will be transferred. Each plan shall include (but not be limited to):

- Access to all contracted services that were in existence the hour before notification of the Exit and access to Key Personnel throughout the Exit process and until all services and assets are transitioned

- A comprehensive checklist that identifies each of the tasks/processes/decisions that will be used by Supplier and SCV as a traceability document to ensure each tasks/process/decision is addressed in the Exit Plan and delivered in the Exit Plan Project

- Costs to SCV shall only be required for additional resources that are required to be added to execute the Exit Plans. Where other activities can be shed (without degradation of service delivery) to focus on the exit activities, these costs will be absorbed by the existing or replaced resources

- Work with SCV to identify the key criteria to measure success of the Exit Plan Project, including any specific performance criteria that will be evaluated by SCV prior to acceptance by SCV

- Prepare a Microsoft Project (or other mutually acceptable plan) file that describes the time scale, dependencies, staffing (Supplier, SCV and/or contracted third-party) and similar information required for the withdrawal of the Services from the Supplier

- State, describe and document those project specific activities, if any, that SCV will need to plan, schedule and/or initiate prior to the start-up of the Exit Plan Project

- State, describe and document those project specific activities, if any, that SCV will need to complete prior to the start-up of the Exit Plan Project. For purposes of clarification, this includes, but is not limited to, identifying specialized software, test environments or connectivity that is not a part of the normal level of Services

- State, describe and document those project specific activities to achieve full Knowledge Transfer by the end of the Exit Plan Project

- State, describe and document those project specific activities to achieve the transfer to a fully configured, fully working environment by the end of the Exit Plan Project

- State, describe and document an estimate of how many SCV and/or third-party FTE resources that the Supplier believes will be needed to carry out the Exit Plan Project, along with a description of the skills, knowledge and experience required for each identified role

- State, describe and document a collaboration model for conducting procedure reviews (e.g., configuration, security, operations, etc.) that will occur during the Exit Plan Project

- Identify start date of Exit and timing of transfer activities including final end date of transfer

- Identify resources, assets and assigned contracts to be transferred to SCV (or designee) as set forth below

- Supplier training to appropriately skilled SCV-designated personnel to perform the Services that are to be transferred

- Provide SCV or replacement contracted third-party with information regarding the services that are necessary to transfer the Services to either a third party or back to SCV, and provide such information regarding the Services as necessary for SCV or its designee to assume responsibility for continued performance of the Services in an orderly manner, so as to minimize disruption to the operations of SCV, including key support contacts (names and phone numbers) of SCV and/or third party personnel, and of the Supplier personnel during the transition

- Provide to SCV or replacement contracted third-party a complete inventory and documentation on the then current SCV environment, technical specifications, and all other materials and user documentation for each item of software that the Supplier is licensed or otherwise authorized to use with effect from the effective date of termination, along with run documentation and job control listings, and other similar information necessary for SCV to run such software on and from the date of termination for SCV or its replacement Provider

- Provide SCV or the replacement contracted third-party with all specifications of the project and environment that supports some or all of the then current Services

- Provide SCV or designee with reasonable access to, and use of, Supplier equipment and software

- Provide all information regarding the Services or as otherwise needed for such transfer, including all code and configuration information and documentation prepared and maintained by Supplier, ticket history, data conversion, interface specifications, and related professional services and any other information, data or material as required by SCV

- Fully cooperate and assist with due diligence activities by SCV or replacement Provider on the Services

SCV shall accept and sign-off on the Exit Plan Project prior to commencement of each Exit Plan Project.

The Supplier shall ensure that all other Services are maintained without interruption or impairment during the Services specific to each Exit Plan Project executed in accordance with this schedule, whether the Exit Plan Project is for one, multiple or all of the Services provided to SCV, unless expressly agreed in writing by SCV.

2.2 Pre-Transfer Services

Specific pre-transfer assistance to be provided by the Supplier shall include the following:

- Assist in the preparation of that portion of the Exit Plan detailing Provider responsibilities, including schedules and resource commitments

- Provide to SCV documentation used by the Supplier to provide the Services

- Assist SCV in notifying third party Providers of the procedures to be followed during the transfer

- Identify and explain naming conventions

- Cooperate and assist SCV with the preparation and testing of transitioning systems, applications, and services

2.3 Transfer Services

Specific transfer assistance to be provided by the Supplier shall include the following:

- Work with SCV and third-party providers to fully transfer knowledge and assets necessary for the continuation of the services by SCV or its third-party providers in conjunction with SCV and/or designee, conduct a rehearsal of the Exit prior to cutover at such time as is reasonably acceptable to the Parties

- Participate to ensure all documents, software, data and configurations arrive safely from the Supplier to the new workspaces provided

- Provide any source code managed by the Provider and ensure arrival at the new source code location

- Once all services are transferred and accepted, protect SCV Data including: removal of all SCV Data files and other SCV Confidential Information from the systems except as the Supplier is required to keep pursuant to the audit and record keeping requirements set out in the Agreement; return all SCV Data and other SCV Confidential Information to SCV; transfer responsibility for off-site tape and document storage; make available any SCV Data stored on desktop computers and servers for which the Supplier is responsible, including backups

- Deliver all requested SCV documents and data files (with content listing) and printouts of control file information to SCV

- Provide an image copy of SCV Data files in dump / restore mode

- Ensure the integrity and accessibility of all data provided throughout the transfer and Exit processes

- Participate in the ongoing service delivery to SCV to ensure SCV's ongoing full-scale business continuity for a seamless transfer

2.4 Specific Exit Requirements by Expected Services Schedule

The following sections describe the specific exit requirements in the event a termination will occur during the execution of any of the following services for any of the rollouts contracted under the Agreement.

2.4.0 Schedule D-0: Governance & Project Management

In addition to that which is applicable above, Supplier will provide all the deliverables for work completed to date. The SCV PMO, Business Process Leads, and IT Leads will determine the level of work completed to date. The artifacts include but are not limited to the following in the event of an Exit during or after completion of the Governance & Project Management Services:

- Organizational chart of current and historical team members from the system integrator, and how they related to the SCV ERP team

- Overview of key decision-making individuals or groups

- Program Lead status reports and project documentation

- Functional Lead status reports and project documentation

- Documentation of any fee reductions or changes in scope over the course of engagement

2.4.1 Schedule D-1: Planning & Design Phase Exit Requirements

In addition to that which is applicable above, Supplier will provide all the deliverables for work completed to date. The SCV PMO, Business Process Leads, and IT Leads will determine the level of work completed to date. The artifacts include but are not limited to the following in the event of an Exit during or after completion of the Planning & Design Services:

- Complete up to date global template plan, status, issues log, and risk log

- Communications plan and roles, as it pertains to global template stakeholders and delivery staff

- All documents, e.g., requirements, functional specifications, checked in to any applicable document management or configuration management tool

- Complete and up-to-date inventory of reports, interfaces, conversions, extensions, forms, and workflows

- Scope for deployment as known, including updates to reflect any changes

- Data Migration Plan, including data mapping status, data standards identification, data normalization/conversion tools identification, and data governance process definition

- Requirements traceability matrix as known

- Business and Technical reference architectures as known

- Clear documentation of all credentials/authentication configurations as required for SCV security transition

- Integration architecture as known

- Current state, gap analysis, target state as known

- Up-to-date staffing and budget analysis

- Value Realization Plan

- Test plans, as known

- OCM and training development plans as known

- Infrastructure status, environment, security, connectivity, site analyses as currently developed

- End-to-End business functional processes and configurations as presently known documented and placed into applicable configuration management tool

- Demonstrate a documented transition plan and complete all elements to mutual agreement between Provider and SCV before departure

2.4.2 Schedule D-2: Configuration/Build/Test Phase Exit Requirements

Supplier will provide a set of artifacts that include but are not limited to the following in the event of an Exit during or after completion of the Configuration/Build/Test Services. The SCV PMO, Business Process Leads, and IT Leads will determine the level of work completed to date.

- The full list of documents and components as described in the previous section

- Complete up to date deployment plan, status and issues

- Communications plan and execution roles, as it pertains all remaining implementation activities

- Configuration and specific status by business capability

- Documentation (i.e., functional and technical specifications) and source code for all development objects created by the Provider – all within the applicable configuration management tool

- Clear documentation of all credentials/authentication configurations as required for SCV security transition

- Tests executed with error logging reviewed; tests yet to executes known and documented; all included in the applicable testing tool being used

- Process changes (business and IT) identified and applicable documentation completed

- OCM and training plans updated and confirmed

- Training development and delivery status; "Train-the-Trainer" sessions scheduled

- Demonstrate a documented transition plan and complete all elements to mutual agreement between Provider and SCV before departure

- Business Leaders / Stakeholder business readiness sign-off

2.4.3   Schedule D-3: Deploy/Initial Support Phase Exit Requirements

Supplier will provide a set of artifacts that include but are not limited to the following in the event of an Exit during or after completion of the Deploy/Initial Support Services. The SCV PMO, Business Process Leads, and IT Leads will determine the level of work completed to date.

- The full list of documents and components as described in the previous sections

- Complete up to date deployment plan, status and issues

- Configuration and specific cutover status by business capability within each region/site

- Tests executed (including post-mock migration testing) with error logging reviewed; tests yet to executes known and documented; all included in the applicable testing tool being used

- Cutover and Roll-out plans documented

- Demonstrate a documented transition plan and complete all elements to mutual agreement between Provider and SCV before departure

- Business Leaders / Stakeholder business readiness sign-off

2.4.4   Schedule D-4: Org. Change Mgmt. (OCM) & Training Exit Requirements

Supplier will provide a set of artifacts that include but are not limited to the following in the event of an Exit during or after completion of the OCM & Training Services. The SCV PMO, Business Process Leads, and OCM/Training leads will determine the level of work completed to date.

- Change management and stakeholder engagement plans, as it pertains all remaining implementation activities

- Communications plan and execution roles, as it pertains all remaining implementation activities

- Training plan and development/delivery roles and work products/artifacts, as it pertains all remaining implementation activities

- Process change (business and IT) readiness documented with risk mitigation recommendations

- If applicable, training development and delivery status; "Train-the-Trainer" and end user training scheduled/completed

- Business Leaders / Stakeholder business readiness sign-off

2.5 General Acceptance and Sign-off Requirements

Acceptance of each Exit Plan Project will be based on Supplier meeting the criteria set forth in this schedule and as articulated in each Exit Plan.

During the performance of each Exit Plan Project, Supplier shall be responsible for maintaining all Exit Plan Project documentation including: the Microsoft project plan; Deliverables identified in the Exit Plan and tracking the acceptance/rejection of each Deliverable; and other performance measures set forth in the Exit Plan.

Supplier shall identify any contingencies that could have an impact on its ability to deliver the Services under an Exit Plan Project and shall review such with SCV for SCV's approval.

Supplier shall promptly identify any changes during the execution of the Exit Plan that impacts its ability to deliver the Services under the Exit Plan Project in accordance with the approved project schedule.

Upon successful execution and completion of each Exit Plan Project, Supplier shall prepare an acceptance letter for SCV's review and approval. Final payment for each Exit Plan Project will be contingent upon approval of the Services.

2.6 Post-Transfer Services

With respect to the Services that have been terminated under a partial termination and following the completion of the Services specific to the Exit Plan Project, the Supplier shall provide additional assistance as requested by SCV to assure continuity of operations.

The Supplier shall return to SCV any remaining property in its possession or under its control (or its Subcontractors), including any remaining reports, material, data, information, SCV Data and other SCV Confidential Information that are related to the terminated Services and are not otherwise reasonably required by Supplier to continue to deliver other Services for which the Supplier remains responsible.

- For each Exit Plan Project, Provider will present a traceability matrix and exit acceptance plan.

- Remove and destroy data requiring destruction per the terms of the agreement after full acceptance.

3.0   Exit and Transfer Services Responsibilities

The following table identifies the underlying roles and responsibilities for the Exit Services. An "X" is placed under the party that will be responsible for performing the task.

Table 1.   Exit Roles and Responsibilities

Exit Roles and Responsibilities	Supplier	SCV
Notify Supplier of full or partial termination		X
Prepare a check list of the criteria identified in this schedule	X	
Prepare and present Exit Plan	X	
Evaluate Exit Plan		X
Approve Exit Plan		X
Execute all Exit Services	X	
Return all SCV Data	X	
Approve completion of Exit Services		X

REQUEST FOR PROPOSAL:

Schedule D: Application Managed Services

Enterprise Resource Planning (ERP)
Software Product and System Integration Services

Supreme Court of Virginia

Proposals are due 3:00 PM ET on January 19, 2024

Contents

1.0   Introduction

Note: Any reference to the word "Agreement" is defined as the eventual agreement that will be part of the contract between SCV and the selected Supplier.

This is Schedule D — Application Support Services (including its attachments, if any) to the Agreement between the SCV and Supplier. Unless otherwise expressly defined herein, the capitalized terms used herein shall have the meaning assigned to them in the Agreement. This schedule describes additional terms and provisions to those mutually agreed to under the Agreement between SCV and Supplier.

This schedule contains the overall services scope unique to the ERP implementation and also includes the Supplier responsibilities and related SCV responsibilities to be provided in accordance with the Agreement.

2.0   Services Overview

The scope of the requested Application Support Services supports the solution elements and scope identified throughout the various documents in this RFP Package. Please also reference *Schedule B-0: Governance and Project Management*.

2.1   Service Definitions

The Supplier shall be end-to-end responsible for Application Support including the responsibility for coordinating and resolving issues related to configurations, customizations, interfaces, workflows, conversions, reports, including the software provided by the future ERP solution and/or any other Third-party Supplier, as well as providing leadership for any issues preventing interfacing systems from interfacing properly with the future ERP solution which do not have a known root cause on the interfacing system side. Problem/Issue Tracking Triage will be used to determine where (by whom), e.g., Software Vendor, Supplier or other entity to be determined for the specific problem to be addressed.

The following distinct services are in-scope inclusive of related activities associated with providing a number of common IT life cycle support and management services that Supplier will perform to manage service requests, incidents and problems to ensure a seamless operation and minimize and eliminate the impact on SCV's business and end-users:

- **Application Support** — Problem resolution by level (e.g., level 1, 2, 3, and 4) will be determined during Triage and resolution will be established by mutually agreed upon rules of engagement during the RFP and Architect/Blueprint process.

- **Application Maintenance** — Activities associated with repairing defects, providing user support, managing feature releases (Plan, Deliver, Extend & Optimize, Configure, Test, Support Adoption, and Monitor releases), and developing minor enhancements. Application services are classified as Application Maintenance Services. The provider will be contracted to allocate a budget against minor maintenance, that is any maintenance activity with less than a mutually agreed upon workdays of effort.

- **Application Development** — Activities associated with the development and implementation of (new) Applications and Middleware (Project changes) and major enhancements ***after deployment***. This includes the use of Extend to address SCV needs that cannot be met within the application. Any major enhancements will be negotiated at the time of planning.

— **Extend App Component Administration and 2nd and 3rd line support** — all Extend App Component administration activities including performance monitoring, security, configuration, batch jobs, interface monitoring and scheduling as well as 3rd line support for all issues related to Extend app components.

Out of scope are the following services and activities:

- **SCV Super Users** — SCV users who support other users within the business to resolve "How do I" questions. Critical competencies are bundled to support the business units related to processes, functionality and simple configuration activities.

- **SCV IT Service Desk & Service Management 1st line support** — 1st line support provided by SCV IT Service Desk for call handling and routing of all user issues related to the delivery of IT services and cross functional service management

- **Application Support 4th line** — Activities associated with repairing defects, providing user support, patches, upgrades for generic software code/configuration. The Supplier will be responsible for interfacing with software providers (e.g., future ERP solution) to ensure these are delivered and tested prior to implementation. This responsibility will include all of the work, error management/resolution associated with getting any associated changes to the application needed to resolve the issue into production

2.2 Service Objectives & Outcomes

Supplier shall meet the following key high-level service outcomes related to Application Management services. This list is not exhaustive, and Supplier is expected to propose a solution based on the understanding of SCV environment and market trends, keeping in mind SCV interests and strategy objectives:

1. Incorporate productivity improvement in services by a mutually agreed upon percentage.
2. Focus on continuous improvement by leveraging modern methods and techniques, such as:
    a. Agile and DevOps methodologies.
    b. Intelligent automation at applicable service layer/platform.
    c. Shift Left services.
    d. Standardization of Work.
3. Improve Backlog Management by reducing the backlog of tickets at various levels and priorities.
4. Improvement in Velocity of tickets resolution through various methods such as promotion standardized knowledge articles, promotion of intelligent Bots deployment.

The following are the key high-level Service objectives SCV expects to achieve through this Application Support services schedule:

1. **Application Availability, efficiency, functionality, and performance overall within the definitions provided of maintenance and development and the improvements and governance thereof.**

    ❑ Stability and availability of a performing application environment. Enterprise Resourcing Planning applications have an availability commitment (to be determined as part of the contract) from end to end (through the hosting, application and interfacing systems functionality).

    ❑ Continuous improvement initiatives consistently identified and implemented to improve availability, automate recoveries, improve monitoring

    ❑ Availability managed from end to end through all the systems required to achieve business success

2. **Security and Compliance:**

- ❑ Defect free audit reports

- ❑ No data breaches

- ❑ All compliance standards consistently audited, results documented

- ❑ Continuous improvement opportunities identified and implemented to improve security and compliance across the board

3.0 Application Service Environment

The following sections and related attachments further describe the scope of this schedule and additional elements which need to be complied with.

3.1 Applications to be Supported

The provider will be supporting any applications, middleware, programs, databases, clients, modules and all the interfaces that are delivered during the program, including future ERP solution, customizations (Extend), and identified third-party applications. Supplier will support all applications as identified and confirmed in discussion and mutual sign-off with SCV to the schedule of the baseline project plan.
Providing support for the SCV's current portfolio of applications is not within the scope of this Service unless negotiated specifically for a particular current application by exception.

3.2 Environments

The list of logical application instances that are included in the scope of this schedule is included in *SCV SI RFP Background and Instructions.* The Supplier shall provide support to ensure that both the Non-Production and Production environments are functioning as expected.

3.3 Service Locations and PMO Integration of Application Development

Application Development services shall be coordinated and co-managed with SCV, based on its PMO and Governance policies.
Implementation of developed Applications shall be provided at the designated locations agreed upon by SCV and Supplier.
Application Support and Application Maintenance services shall be provided at Supplier's owned facilities, unless otherwise specified.

3.4 Supplier Facilities (Onshore or Offshore)

a. Use of onshore/offshore resources and subcontractors
SCV wants to leverage the Supplier's capabilities to provide the services from locations where they are best delivered to meet price and quality expectations. Use of offshore resources will be discussed and must be mutually agreed upon during the RFP process and limited to the types of roles in support that are mutually acceptable to SCV and Supplier.
b. Facilities
SCV shall provide Supplier with access to the SCV's building, a physical working location and access to the Internet. The Supplier is responsible for equipping their personnel (e.g., Supplier provided laptop, mobile phone). All SCV PC and access as deemed appropriate for providing services by the Supplier, will be granted to Supplier resources in situations where access to the SCV intranet is required.

The costs related to the access to SCV's network and environment by resources located outside of SCV's premises are carried by the Supplier.

Supplier will be responsible for providing all other necessary facilities for its onshore, near shore and offshore delivery teams to perform the services.

3.5   Required Languages

Languages used by Supplier to deliver the Services are English for speaking, writing and documenting.

Any resources deployed on-site in local teams will have at least a working knowledge of the language of the SCV site (i.e., English).

All Supplier delivered services, including all documentation and communications, must be available in English and Required Hours of Operations.

The services will be provided 24/7.

3.6   Post Implementation and Start-up Periods

Service level minimum values will be specified in a subsequent Service Level Requirements agreement that will be part of the contract with the selected Supplier. Service Level reporting will be required at go-live (including during the Hypercare period) when the first user is moved to an environment, whether the system is in warranty or in full support.

3.7   Personnel

Supplier will be responsible for Application Services staffing to meet the Service Level Requirements (SLRs) set forth in will be specified in a subsequent Service Level Requirements agreement that will be part of the contract with the selected Supplier.

SCV and Supplier agree that certain members of Supplier staff are critical for the delivery of the services and as such are considered Key Personnel. All Key Personnel and their job descriptions are to be included in the eventual scope of work. SCV will have the sole right to update the Key Personnel list with additional staff which provide key services to SCV. Supplier will not replace or re-assign any of the Key Personnel without SCV prior consent.

To ensure consistency of service delivery and minimize personnel learning curves, Supplier agrees to minimize the amount of turnover in its staff assigned to the SCV account not to exceed the appropriate SLR. Supplier also agrees to ensure that Key Personnel will be assigned to the account for a minimum of (N) years subject to mutual agreement with the execution of this schedule from date of posting and will maintain Service Manager in place for the full initial term of (N) years subject to mutual agreement.

3.8   Framework of Policies, Procedures and Standards

The Supplier will be responsible for delivery and maintenance of provider policies and procedures that align with ITIL, and SCV Standards and processes and may help SCV in the enhancement and maintenance of policies and procedures for the further development and maintenance of its application environment on an ongoing basis.

- Supplier will recommend improvements of the policies, procedures and standards and provide recommendations on an ongoing basis to SCV during the regular operational review meetings as needed, subject to mutual agreement with SCV, through it change and governance processes.

3.9   Documentation

All documentation produced by any party in the context of the delivery of application development, warranty and maintenance services to SCV is property of SCV. SCV will approve and can give specific instructions regarding the physical organization and accessibility of this documentation, in addition to specific roles and responsibilities as defined in this schedule. All project and support related documents and work-products will be captured as part of the Extend App Manager and App Hub (future ERP solution's tool for end-to-end application lifecycle management) agreed upon workflow. or related documents should be stored in location agreed upon with SCV.

3.10   Work in Progress

The Supplier will be given information on the SCV initiatives in progress, including current and planned IT projects, that must be included in the scope of the Services as defined in this schedule. These initiatives are identified at a high level in *SCV ERP SI RFP - Background and Instructions*. Some of these projects will continue to be deployed in SCV's current environment during Deployment. The Supplier will engage with the project teams to ensure the features and interfaces are managed as part of the Application Support Services. Other projects will be halted and expected to become part of the target ERP solution.
In any case all requirements of the current and planned projects are to be included in the Application Support Services provided.

3.11   Future Initiatives

SCV anticipates that the application support services will continue to be used for future initiatives including but not limited to:
- Extending the use of functionality

- Leveraging the use of functionality

- Continued configuration, customization (Extend), interface, workflow, conversion, and report deployments

It is the responsibility of the Supplier to retain sufficient capacity required for supporting SCV with delivering new functionality to meet the SLRs set forth in this schedule.

4.0   Application Services — Roles & Responsibilities

This section describes the roles and responsibilities associated with the Application Support services as described in this schedule. the tables presented in the subsequent sections outline the key activities and basics of the relationship model that SCV wants to maintain with the Supplier. Where appropriate, the Supplier shall coordinate these services with and other third-parties. The following services are described in the roles and responsibility tables:
- Application Support services

  - Technical Support

  - Resource Management

  - Monitoring, Reporting and Review Services

- Application Maintenance services

  - Corrective and Emergency Maintenance

- ❑ Other maintenance as deemed required by the PMO processes, and the related SCV committee approvals
- ■ Application Development services
  - ❑ Adhere to SCV Program management policies and processes
  - ❑ Adhere to SCV Project management processes and workflows
  - ❑ Requirements Definition
  - ❑ Design Specifications
  - ❑ Programming/Development (e.g., Extend apps, integrations)
  - ❑ Integration and Testing
  - ❑ Code Migration
  - ❑ Implementation and Migration
  - ❑ Training and Knowledge Transfer
  - ❑ Documentation
  - ❑ Application Warranty services
- ■ IT Service Management Services
  - ❑ Incident Management
  - ❑ Problem Management
  - ❑ Performance Management
  - ❑ Availability Management
  - ❑ Capacity Management
  - ❑ Security Management
  - ❑ Configuration Management
  - ❑ Disaster Recovery Management
  - ❑ Asset Management
  - ❑ Software License Management
  - ❑ Technology Refreshment and Replenishment
  - ❑ Release Management
  - ❑ Service Level Monitoring and Reporting

4.1   Application Support Services

Application Support services include all activities associated with providing 2nd and 3rd level technical and functional support to SCV for handling complex incidents, problems and services requests as well as application service management activities.
Supplier shall use the Extend App Manager's and App Hub's capabilities to the maximum extent to store and actively maintain all documentation and configuration.

In all the tables in this section, an "X" is placed in the column under the party that will be responsible for performing the task. Supplier responsibilities are indicated in the column labeled "Supplier" and SCV responsibilities are indicated in the column labeled SCV.

4.1.1   Technical Support

Technical support services are the activities associated with expert technical assistance required for the tuning of support Applications and Middleware and utilities for optimal system performance.
The following table identifies the underlying roles and responsibilities associated with Technical support activities.

Table 1.   **Technical Support Services Roles and Responsibilities**

Technical Support Services Activities — Roles and Responsibilities	Supplier	SCV
A. Overall Maintenance and Repair Policies and Procedures		
1. Recommend maintenance and repair policies and procedures	X	
2. Approve maintenance and repair policies and procedures		X
B. Assist in Organizing Support		
3. Provide level 1 support in coordination of user support activities		X
4. Manage all level 2 and 3 service requests (maintenance, incident, change, problem, etc.) reported with respect of support procedures and using defined issue tracker tools: log, analyze, classify, escalade, resolve and close requests	X	
5. Provide level 2 and 3 technical and functional support to SCV Enterprise Core Services and support functions as identified and directed by SCV Enterprise Core Services	X	
6. Respond to escalated trouble ticket items in accordance with established procedures	X	
7. Establish priority of Service Requests		X
C. Provide Support to Resolve Incidents and Remedy Problems		
8. Provide Level 1 & 2 Application and Middleware support		X
9. Perform incident management, including following activities: ■ Troubleshoot all incidents determining the probable cause of the incident ■ Recommend and provide where appropriate, any interim or emergency work-around solution(s) until permanent solution is defined and corrective action can be taken ■ Escalate unknown errors and identify incident trends to problem management ■ Provide end to end management of an incident whose root cause is between suppliers in our supplier eco-system until full acceptance of the root cause and recovery has been accepted by another organization	X	
10. Report on incident management: ■ Inform on progress through resolution process ■ Provide incident management reporting conform to SCV requirements	X	
11. Perform problem management diagnostics on software and services including, but not limited to: ■ Identify incident trends, handle unknown errors, review severe incidents	X	

Technical Support Services Activities — Roles and Responsibilities	Supplier	SCV
■ Analyze problems for determining problem causes ■ Contingency planning: recommend and implement as appropriate temporary work-around solution ■ Determine final problem resolution ■ Document problem and implement problem resolution ■ Identify and implement opportunities to remove single points of failure, improve monitoring, automate recoveries, and reduce the time to repair for all Priority 1 and 2 incidents, and for all recurring incidents ■ Identify and implement opportunities to reduce the total number of incidents of each priority ■ Report recommended problem resolution to appropriate Supplier and SCV staff ■ Initiate change request where needed		
12. Provide monthly reports on actions implemented and continuing action plans with dates identifying opportunities for both the provider and any interacting third parties to improve the services	X	
D. Organize for Enhancements		
13. Perform change management tasks and activities to implement authorized changes per Change Management procedures, including but not limited to: ■ develop and document functional specifications and spec changes ■ create or modify program code ■ conduct unit testing of affected modules ■ test change for conformance to functional specifications ■ install (excluding Saas) local system fixes as needed ■ recover and load data as required	X	
14. Provide release packaging of software changes	X	
15. Approve release packaging of software changes		X
16. Follow SCV change management procedures associated with maintenance and support	X	
E. Manage Maintenance Activities		
17. In coordination with future ERP solution, provide corrective maintenance	X	
18. In coordination with future ERP solution, provide preventive maintenance, including analysis and coordination of patches and Service Update Notes on all tenants/environments (e.g., preview, GOV, production tenants)	X	
19. Maintain all components at n-1 software levels	X	
20. Notify SCV of changes and upgrades to third-party Application and Middleware systems	X	
21. Coordinate with the packaging of data for movement between tenants/environments	X	
22. Coordinate with the copy of all data and configurations between tenants/environments (including timely submission of Refresh Tenant Requests), when requested		X
23. Coordinate with to ensure the technical integrity of the overall applications	X	
F. Manage Day-to-Day Operations		

Technical Support Services Activities — Roles and Responsibilities	Supplier	SCV
24. In coordination with future ERP solution, develop and manage any operational scripts, batch schedules, etc. needed to operate the environment	X	
25. In coordination with future ERP solution, monitor any batch jobs		X
26. In coordination with future ERP solution, develop and manage any operating system scripts for the Application and Middleware		X
27. In coordination with future ERP solution, administer user accounts and profiles		X
28. In coordination with future ERP solution, perform routine system management on Applications and Middleware		X
G. Monitor Performance		
29. In coordination with future ERP solution, monitor the performance of the tenants/environments	X	
30. In coordination with future ERP solution, resolve Application and Middleware performance issues	X	
31. In coordination with future ERP solution, identify recommended tuning changes	X	

4.1.2   Service Level Management and Reporting

Service Level Management Services are the activities associated with monitoring and reporting service delivery compliance with Service Level Requirements defined (SLR*s).*

The Service Level Objectives and Service Level Requirements will be defined in a subsequent Service Level Requirements agreement that will be part of the contract with the selected Supplier.

These Services are core to SCV's business success, and therefore, the Supplier is entering into a contract with SCV in which both companies are committed to proactively driving improvements in SCV business success, and improvements in the Services. The Service Level Requirements are expected to improve year over year. The following table identifies Service Level Management roles and responsibilities that Supplier and SCV will perform.

Table 2.   **Service Level Management Roles and Responsibilities**

Service Level Management Tasks	Supplier	SCV
A. Define and Maintain SLR		
1. Ensure service level requirements reflect business needs		X
2. Recommend SLRs to measure SCV business success during the Architect/Blueprint cycle and ongoing	X	
3. Recommend changes in SLRs where appropriate	X	
4. Define and document SLRs and reporting cycles	X	
5. Approve recommendations, SLRs and reporting cycles		X
B. Report on Performance Against SLR		
6. Provide dashboards for proactive SLR monitoring and reporting working with designated SCV representative and thirdparty Suppliers, as required	X	
7. Measure and analyze performance against SLRs	X	

Service Level Management Tasks	Supplier	SCV
8. Approve reporting		X
9. Calculate penalties/fee reduction as applicable	X	
10. Provide periodic written performance management reports and dashboards to SCV on SLRs (as defined for each SLR) and penalties/fee reduction as applicable	X	
11. Provide SCV access to performance and SLR reporting and monitoring system	X	
C. Review and Monitor Performance Against SLR		
12. Review performance against SLRs and penalties/fee reduction calculation if applicable		X
13. Approve penalties/fee reduction and written performance reports		X
14. Conduct periodic scheduled and ad hoc SLRs review meetings as required		X
15. Participate to SLR review meetings	X	
D. Plan, Implement and Monitor Improvement Actions		
16. Develop SLR improvement plans for services that have not meet SLR, and for ongoing improvement of the Services. Maintain a proactive project plan with up to date status on all improvements	X	
17. Review and approve improvement plans		X
18. Implement improvement plans	X	
19. Report on service performance improvement results if relevant	X	

4.1.3 Incident Management

Incident Management includes the activities associated with restoring normal service operation as quickly as possible and minimizing the adverse impact on business operations of SCV, thus ensuring that the best possible levels of service quality and availability are maintained.

It is expected that the Supplier will be the End-to-End owner of any incident which impacts the Services provided to a SCV user, pulling together all members of the supplier eco-system who need to be engaged in the resolution. Where root cause is not established and accepted by a different owner, the incident will be charged to the Supplier (for example: in the case of a "restart," where we don't know which side of the interface caused the incident). Incident management should be one holistic service and not handled solely by individual towers. For absence of doubt, the Supplier is responsible for custom code issues and for coordinating with third party providers who provide applications, hardware, middleware and other code to the systems which the Supplier manages on SCV's behalf.

While the Incident Management processes apply to Level 1, Level 2 and Level 3 support groups. SCV will provide a Super User community, which will take the first call from a SCV customer, support the individual user with training and functionality issues. An incident will be logged to the Service Desk if it cannot be solved by the super user community.

SCV will provide a Level 1 support Service Desk, which is responsible for recording and routing issues to the Supplier.

The Supplier is expected to monitor the system and to generate tickets and correspond with the SCV Service Desk for any incident which impacts a SCV Service Recipient. When an incident is created by a SCV Service

Recipient which was not detected by the Supplier's monitoring, it is expected that the Supplier will look at opportunities to improve the monitoring to mitigate or eliminate the incident before it affects a SCV user. The primary activities of Incident Management process include:

- Incident detection and recording

- Incident classification and initial support

- Incident investigation and diagnosis

- Incident escalation

- Incident resolution and recovery

- Root cause analysis and corrective and preventive actions

- Incident closure

The Supplier shall be responsible for contacting the impacted SCV Service Recipient, resolving incidents and coordinating with all appropriate other Level 2 and Level 3 support groups to ensure knowledge capture and transfer regarding Incident Resolution procedures, and closing with the SCV Service Recipient to ensure satisfaction with the fix.
The following table identifies the Incident Management roles and responsibilities that the Supplier and SCV will perform.

Table 3. **Event/Incident Management Roles and Responsibilities**

Event/Incident Management Roles and Responsibilities	Supplier	SCV
1. Establish criteria for Incident Management support requirements, including equipment and services to be covered, priority-levels, definitions and characteristics, incident classification and prioritization schema, escalation requirements		X
2. Develop Incident Management policies, process and procedures that support SCV's Incident Management support requirements. Include clear indications on where incidents will reside	X	
3. Review and approve Incident Management policies and procedures		X
4. Provide an Incident and knowledge Management system		X
5. Provide all hardware, software, databases, automated monitoring tools, and management and reporting tools, which are acceptable to SCV. (It is acceptable to provide a two-way real-time updated interface to a Supplier system. Supplier to provide the interface)	X	
6. Maintain and manage the content in the Incident Management system and knowledge management database pertaining to the services	X	
7. Support any changes in process, content, reporting, monitoring and interfaces required as updates or changes are made to the ITSM System provided by SCV	X	
8. Provide unrestricted access by SCV-authorized staff and other personnel to all current and historical Incident records and knowledgebase data	X	
9. Monitor the Incident Management system for automatically generated and logged Incident alerts and events	X	
10. Resolve incidents on the first call in accordance with the Procedures Manual,	X	

Event/Incident Management Roles and Responsibilities	Supplier	SCV
knowledge database documents, and configuration database(s)		
11. Log calls/queries from individual users into the service desk		X
12. Log user impacting incidents identified by monitoring into the Service Desk	X	
13. Identify, filter, and classify events and Incidents to a priority level and handle according to agreed-upon Incident response procedures	X	
14. Verify priority if entered by the provider. Identify, filter, and classify Events and Incidents to a priority level and handle according to agreed-upon Incident response procedures		X
15. Diagnose and resolve incidents; where possible use desktop remote-control capability with user's approval and disconnecting when complete. Where possible, implement appropriate corrective actions for known errors (e.g., workarounds for known unresolved Problems)	X	
16. Escalate incidents to the appropriate next-level service group within Supplier, SCV, or third-party service Supplier as soon as it is clear that the incident is unable to be resolved without additional assistance or as required to comply with service level response times	X	
17. Monitor and track incident resolution progress through to final closure and record/update incident record status	X	
18. Provide expert functional and process assistance for in-scope applications and between in-scope applications and their interfacing systems at Level 2 or 3 as required	X	
19. Provide Level 2 and Level 3 support for Applications Software on the supported applications list and between supported applications and their interfaces	X	
20. Verify that all records (e.g., inventory, asset and configuration management records) are updated to reflect completed/resolved incident	X	
21. Assist End Users with first level questions relating to functionality and use of in-scope End-User hardware and software		SCV Super User
22. Assist End Users with higher level questions relating to functionality and use of in-scope End-User hardware and software	X	
23. Document solutions to resolved incidents in central knowledgebase. Accurately update all information pertinent to trouble ticket including general verbiage, codes, etc.	X	
24. Notify designated SCV personnel of all user impacting incidents within the designated time frame	X	
25. Provide all agreed upon communications at the agreed upon intervals including business personnel if requested using agreed upon communications protocols and standards	X	
26. Contact designated SCV business personnel for applicable Priority 1 and Priority 2 incidents		X
27. Maintain current and historical records of all calls and the resolution of those calls for the life of the contract and provide reporting and trend capabilities	X	
28. Troubleshoot, diagnose and resolve incidents for all in-scope hardware, networking, interface and software warranty and non-warranty devices, including removing and/or repairing physically broken or inoperable devices.	X	

Event/Incident Management Roles and Responsibilities	Supplier	SCV
Note: At this time, SCV is not anticipating any devices to be the responsibility of the Supplier.		
29. Provide dispatch for in-scope End-User devices for all in-scope devices and repair as required. *Note: At this time, the SCV is not anticipating any devices to be the responsibility of the Supplier.*	X	
30. Provide End-to-End Incident Identification, Escalation and Resolution Management; and a Closure Process including the management of those tickets escalated to third parties. All providers in the supplier eco-system should be led in the resolution by the Supplier if the Services are affected	X	
31. Participate in the SCV Incident Management process and bridges as required, providing end to end leadership for the Services provided by the Supplier	X	
32. Open problem tickets to address any Priority 1 or Priority 2 incident or repeat incidents of any priority with unknown root causes	X	
33. Track ongoing status of any incident and their corresponding problem record to ensure that identified problems are addressed and resolved	X	
34. Ensure incident resolution activities conform to defined Change Management procedures set forth in the Process and Procedures Manual	X	
35. Coordinate and take ownership of incident resolution across all IT service areas with SCV and third parties (e.g., public carriers, Internet service providers, third-party providers, etc).	X	
36. Periodically review the status of open, unresolved Incidents and related problems and the progress being made in addressing problems	X	
37. Participate in Problem Management review sessions as appropriate	X	
38. Conduct incident review sessions and provide listing and status of same categorized by Incident Priority impact	X	
39. Participate in Incident Management review sessions		X
40. Coordinate with SCV and third-party Level 1 support groups to acquire and transfer knowledge on incident and problem resolutions and record this knowledge gained into the knowledge base to facilitate increased ability for Level 1 Service Desk and the Super User Community in providing first-call resolution	X	
41. Conduct follow-up with End-Users who reported the Incident to verify that the Incident was resolved to the End-User's satisfaction	X	
42. Close out incidents that were resolved satisfactorily	X	
43. Provide Incident Management reporting and trending	X	

4.1.4 Problem Management Services

It is expected that the Supplier will provide fully proactive Problem Management to identify and solve problems and known errors before incidents occur, including performing predictive analysis activities, where practical, to identify potential future problems, develop recommended mitigation plans, and implement approved corrective mitigation actions and processes. At all times, providers should be looking to improve processes, drive removal of single points of failure, automate and reduce repair time on recoveries, drive out root causes of incidents and

improve monitoring. All Services will be looked at from their impact to SCV Service Recipients, and not based on their component level impacts.

The Supplier shall provide Problem Management Services to minimize the adverse impact of incidents and problems on the business caused by errors within the end to end Applications and their interfaces, and to prevent recurrence of Incidents related to these errors by determining the unknown underlying cause (e.g., root cause) of one or more Incidents and ensuring that actions are initiated to improve or correct the situation. The Supplier shall also provide reactive Problem Management services by diagnosing and solving problems in response to one or more incidents that have been reported through Incident Management.

The Supplier will also maintain, update and disseminate information on status of actions to reduce Incident trends and problems and their recovery times, so that the number and impact of incidents impacting the SCV Service Recipients is reduced over time.

The major activities of Problem Management are:

- Problem control

- Error control

- Proactive prevention of Problems

- Performing major Problem reviews

- Providing Problem Management reporting

The Supplier shall provide Problem Management services for all identified problems that are determined to be related to application features, IT systems, data, interfacing systems and services under the control of the Supplier. The Supplier shall also provide leadership to SCV and third-party Suppliers in performing end to end Problem Management process for any incident which affects the Services.

The Supplier is also responsible for ensuring that resolutions to problems are implemented through the appropriate control procedures, especially Change Management and Release Management, as well as coordinating Problem Management activities with the various teams within the Supplier, SCV and third-party Suppliers who provide applications, software and hardware to the Supplier, and all members of the Supplier Eco-System who provide services and interfaces which affect the Services.

The following table identifies the Problem Management roles and responsibilities that the Supplier and SCV will perform.

Table 4. **Problem Management Roles and Responsibilities**

Problem Management Roles and Responsibilities	Supplier	SCV
1. Define requirements and policies for Problem Management (e.g., events that trigger an RCA, categorization and prioritization schema, etc.)		X
2. Participate in developing Problem Management requirements and policies	X	
3. Develop appropriate process and procedures and methodologies that support SCV-approved Problem Management requirements and policies that comply with SCV requirements	X	
4. Approve appropriate process and procedures and methodologies that support SCV-approved Problem Management requirements and policies that comply with SCV requirements		X
5. Implement appropriate process and procedures and methodologies that support SCV-approved Problem Management requirements and policies	X	

Problem Management Roles and Responsibilities	Supplier	SCV
that comply with SCV requirements		
6. Establish and maintain a Problem Management knowledgebase that is accessible to SCV where information about problems, root cause, known errors, workarounds and problem resolution actions are recorded and tracked. This knowledgebase can be the same knowledgebase as used by Incident Management	X	
7. Provide unrestricted access by SCV-authorized staff and other SCV designated personnel to all current and historical Problem Management records and knowledgebase data	X	
8. Ensure Problem Management activities conform to defined Change Management procedures set forth in the Procedures Manual	X	
9. Coordinate with appropriate Incident Management teams and take ownership of Problem Management activities of all problems determined to reside in the Supplier's service area of responsibility (e.g., detection, logging, root-cause analysis, et. al.)	X	
10. Coordinate, escalate and track Problem Management activities within SCV and third parties related to problems determined	X	
11. Flag all incidents that require further root-cause analysis be conducted (i.e., Priority 1 and Priority 2 incidents) per the agreed-to procedures	X	
12. Ensure that recurring problems that meet defined criteria related to the Supplier's IT service responsibility area are reviewed using root-cause analysis procedures	X	
13. Conduct proactive trend analysis of incidents and problems, and other data elements to identify recurring situations that are or may be indicative of future problems and points of failure	X	
14. Track and report on problems and trends or failures and identify associated consequences of problems	X	
15. Develop and recommend corrective actions or solutions to address recurring incidents and problems, as well as mitigation strategies and actions to take to avert potential problems identified through trend analysis	X	
16. Identify, develop, document, and recommend appropriate workarounds, process and monitoring improvements and recovery automation strategies for known errors of unresolved problems and notify Incident Management and all other appropriate stakeholders of its availability if approved. Document the work-around in the knowledgebase	X	
17. Review and approve workarounds for implementation, as appropriate		X
18. Coordinate and monitor status of root-cause analysis activities performed by SCV and third-party Suppliers (i.e., from other IT service areas)	X	
19. Document and update Problem Management knowledgebase with information regarding problem resolution actions, activities and status (e.g., root cause, known errors, workarounds, etc.) and notify all appropriate stakeholders of availability of information	X	
20. Coordinate with SCV and third-party service Suppliers and interfacing systems providers to ensure that knowledge on problems related to other IT service areas is captured and entered into a centralized Problem Management knowledgebase	X	

Problem Management Roles and Responsibilities	Supplier	SCV
21. Ensure problem resolution activities conform to defined Change Management procedures set forth in the Process and Procedures Manual	X	
22. Provide status reports detailing the root cause and procedure for correcting recurring Problems and Priority 1 and Priority 2 Incidents until closure as determined by SCV	X	
23. Conduct Problem Management review meetings and provide listing and status of same categorized by problem impact	X	
24. Participate in Problem Management review meetings and review and approve recommendations for actions, where appropriate		X
25. Periodically review the state of open incidents and related problems and the progress being made in addressing problems	X	
26. Participate in and review and approve as appropriate all Problem Management generated RFCs as part of the Change Management		X
27. Create Request for Change (RFC) documentation with recommended corrective actions to be taken to resolve a problem and submit to SCV for review and approval	X	
28. Conduct periodic problem management proactive review sessions	X	
29. Provide Problem Management reporting as required	X	
30. Continuously identify proactive and predictive opportunities to improve monitoring, automate recovery, remove root causes, improve end user availability, improve performance, reduce incidents and improve the service	X	
31. Provide monthly incident trend reporting and reporting on opportunities to improve (above), and progress on previously identified opportunities	X	

4.1.5   Resource Management

Resource Management services are the activities associated with the provision and adjustment of appropriate human resources, according to workloads, expertise, continuity and cost optimization requirements, to perform the required services at the required service levels.

The following table identifies Resource Management roles and responsibilities that Supplier and SCV will perform.

Table 5.   **Resource Management Roles and Responsibilities**

Resource Management Tasks	Supplier	SCV
A. **General Resources Management**		
1. Monitor the performance of all the human resources made available to SCV to ensure that the services comply with the SLRs	X	
2. Analyze the impact of any new requests made by SCV and to be implemented by Supplier and propose solution	X	
3. Analyze the impact of enhanced SLRs (if required by SCV) on the allocated human resources and propose solution	X	

Resource Management Tasks	Supplier	SCV
4. Monitor the workload of the various Supplier human resources and adjust as needed to meet SLRs	X	
5. Propose a solution to prevent or resolve any workload issues	X	
B. General Human Resource Management		
6. Recruit and provide the human resources necessary for the performance of required services in compliance with the terms of the Master Service Agreement	X	
7. Ensure that staffing and skill levels are adequate to achieve contract objectives	X	
8. Accept SCV's right to refuse further use of named staff	X	
9. Perform Supplier annual personnel performance reviews	X	
10. Consider SCV satisfaction a key component of the assigned Supplier personnel performance reviews	X	
11. Provide visibility to SCV into the annual personnel performance reviews of key Supplier Relationship Management personnel	X	
12. Manage Supplier personnel time off and replacement	X	
C. Human Resources Changes		
13. Provide Supplier staff turnover data	X	
14. Designate certain members of Supplier staff as key employees		X
15. Do not replace or re-assign any of the key employees without SCV prior consent	X	
16. Inform SCV of any potential key personnel staffing changes and of any new personnel assignments planned for new projects and services	X	
17. Review and authorize key personnel changes to existing services and personnel for new projects and services		X
18. Maintain the agreed upon junior to senior employee mix	X	
19. Assign a new Supplier relationship manager upon SCV request	X	

4.1.6   Monitoring, Reporting and Review Services

Monitoring and reporting services are the activities associated with the ongoing health checks, status reporting, problem management (ongoing surveillance, tracking, escalation, resolution, and tracking of problems) of Application and Middleware support activities.

The following table identifies the underlying roles and responsibilities associated with Monitoring, Reporting and Review activities.

Table 6.   Monitoring, Reporting and Review Roles and Responsibilities

Monitoring, Reporting and Review Activities Roles and Responsibilities	Supplier	SCV
A. Define Reporting Structure		
1. Develop a reporting structure covering day-to-day operations and reviews of Supplier's performance	X	
2. Approve reporting structure		X

Monitoring, Reporting and Review Activities Roles and Responsibilities	Supplier	SCV
B. Report and Monitor on Progress of Operations		
3. Develop and provide operational reports (Daily, Weekly, Monthly) that provide status of operational activities, production issues, and key operational metrics, as specified in the Statements of Work	X	
4. Review and approve operational reports		X
5. Provide Operational information in real time such as notifications planned in case of an incident of a certain severity level, or in case of a delay (starting with a certain threshold for Severity 1 & 2 incidents)	X	
6. Provide a weekly operations report on including an account of work carried out from the last report as well as a list of incidents not resolved or opened since the last report	X	
7. Provide weekly status reviews and progress reports for selected mutually agreed improvement projects	X	
8. Provide monthly service-level performance reports against each Service Level Agreement, including trends for each and summary view (see also support services)	X	
9. Provide monthly milestone achievement review and performance reports	X	
10. Provide mutually agreed to reports to enable invoice reconciliation	X	
C. Report on Application Environment		
11. Provide an electronic copy of an Applications and Middleware inventory being maintained, including release levels	X	
12. Provide mutually agreed reports that represent general health of environments as well as reports that represent demand fulfillment in end-customer terms (e.g., defect corrections/change requests that have slipped against commitment, backlogged defects/change requests, Priority 1, 2, and Priority 3 defects)	X	
13. Provide mutually agreed to reports that capture service requests demands and measure of ability to satisfy demand	X	

4.2 Application Maintenance services

Application Maintenance services are the activities associated with repairing defects, providing user support and developing minor enhancements.

Any activities associated with repairing errors/defects for Supplier developed Application and Middleware(s) or enhancements that are discovered within 90 days of the Application and Middleware(s) or enhancements being placed into the applicable production environment will fall under warranty and are therefore not subject to additional cost.

Supplier shall use the Extend App Manager's and App Hub´s capabilities to the maximum extent to store and actively maintain all documentation and configuration.

4.2.1 Corrective and Emergency Maintenance

The repair of defects, not identified during the warranty period, to enable Applications and Middleware that are in production to provide the required functionality and meet service levels.

This includes (examples below), but is not limited to:

a. User interface changes

b. Changes to system interfaces

c. Application and Middleware functional changes

d. Changes related to enhancements/customizations

e. Report development.

4.2.2   Preventive Maintenance

Preventative Maintenance covers events, which if not addressed proactively, could impact Applications and Middleware in production, such as:

a. Changing business volumes

b. Staying on the most current release and informing SCV when releases and patches are available by software provider.

c. Maintain compliance with the mandatory legal updates provided

d. Application and Middleware of system patches

e. Proactive performance tuning

f. Proactive archiving/per agreed upon archiving policy

g. Pre-production execution simulation

h. Special testing for events, examples below — such as:

    i. Public holidays

    ii. End of financial year

    iii. End of calendar year

    iv. Daylight saving time.

4.2.3   Adaptive Maintenance

Adaptive Maintenance activities ensure that Application and Middleware performance is not affected by changes to interfacing Applications and Middleware, new Applications and Middleware or packages and technical environment changes, which if not addressed proactively, could impact Applications and Middleware in production, such as:

    i. Interface changes

4.2.4   Perfective Maintenance

Perfective Maintenance activities ensure that Applications and Middleware operate at peak efficiency with particular focus on areas such as:

j. General performance tuning

k. Storage space

l. Response time

m. Archiving

4.2.5   Dependency Related Maintenance

Dependency Maintenance activities ensure that Applications and Middleware will be adapted and tested to respond to upstream or downstream changes in other integrated applications, data, environments that affect the application in question

   a.   Data

   b.   Integrated Interfaces

   c.   User Interfaces

   d.   Programs/all types

4.2.6   Application Change Management

Change Management activities include services required to appropriately manage and document (e.g., impact analysis, version control, library management, application turnover management, build management, parallel development) changes to the Application(s) and any of the constituent components being developed.
Change Management procedures define the documentation requirements, tracking systems and approval levels necessary to authorize changes (e.g., a change to the scheduled end date for a particular work product), as well as the scope of activities subject to Change Management procedures.
The Supplier will provide end to end leadership in the execution of changes that impact the Services, especially those that are initiated by the Supplier, leading all Suppliers in the Supplier Eco-System through the execution of change. The impact of any change from any tower will be identified with respect to its impact on a SCV Service Recipient (business users or an interfaced application), not as the impact to the component itself.
Change is to be consolidated and coordinated and automated so that it has the least impact on the SCV end user. As part of the Suppliers commitment to challenge and recommend to SCV improvements to the application management framework, the Supplier shall discuss and demonstrate to SCV, upon assessment of current way of working, the relevance and requirements of strengthening and extending the application of Change Management procedures, with respect to managing Project changes, Major and Minor Enhancements, and life cycle changes. Upon SCV approval on the need to strengthen or extend the scope of Change Management procedures, enhancements of the Change Management framework will be developed by the Supplier and approved by SCV. The following table identifies the roles and responsibilities associated with Change Management services.

Table 7.   **Application Change Management Roles and Responsibilities**

Change Management Activities Roles and Responsibilities	Supplier	SCV
A. Review Change Management Practices and Requirements		
1. Recommend and demonstrate the need for strengthening Change Management practices applied at start of service relationship	X	
2. Approve the need to and scope of strengthening Change Management		X
B. Develop and Implement Change Management Framework		
3. Define and provide procedures associated with SCV authorized change requests	X	
4. Review and approve the procedures proposed to streamline the Change Request Process		X
5. Assist SCV with documentation and communicate Change Management processes and procedures	X	

Change Management Activities Roles and Responsibilities	Supplier	SCV
6. Implement, manage, and maintain the approved Change Management system, policies and procedures in line with agreed scope	X	
C. Organize Change Management Activities		
7. Perform Change Management activities in accordance with approved policies and procedures throughout software Application and Middleware development and maintenance life cycle, including but not limited to the following: ■ Register, track and close changes ■ determine change logistics ■ determine change cost and impact ■ schedule and conduct Change Management meeting ■ determine change schedule in line with SLR ■ coordinate, consolidate and automate the implementation of change in order to reduce the impact on the SCV Service Recipients ■ notify affected users of timing and impact of authorized changes	X	
8. Provide impact analysis associated with proposed changes for all possible alternatives	X	
9. Identify and implement improvements to reduce the impact, manual activity and risk of proposed changes	X	
10. Review and approve the change as appropriate		X
D. Apply Change Management to Application Management Planning		
11. Authorize change in project scope and design		X
12. Review all production release, project and life cycle plans and schedules		X
13. Manage changes to the baseline, project plan, or committed maintenance or enhancement dates		X
E. Apply Change Management to Application Changes		
14. Manage project changes, Major and Minor Enhancements along with Life cycle changes with the Change Management process	X	
15. Development and implement authorized changes	X	
16. Approve all Service Requests to production		X
17. Ensure custom code approvals are received from the designated SCV IT personnel	X	
18. Participate in scheduling releases	X	
19. Manage documentation changes to the underlying application and middleware non-production environments	X	
20. Verify that change met objectives and did not have other, negative impacts, and rework as necessary to correct any adverse/unplanned results	X	
21. Report on Change Management activity and effectiveness of Change Management procedures	X	
22. Review Change Management activity and effectiveness of Change Management procedures		X
F. Apply Change Management to System Changes		
23. Prepare SCV system change request	X	
24. Approve system changes		X

Change Management Activities Roles and Responsibilities	Supplier	SCV
25. Document and report results of change	X	
26. Review and approve, as appropriate, all Change Management results		X
27. Provide monthly executive reporting on change trends, incidents due to change, the impact to availability (including scheduled and non-scheduled downtime) and opportunities to improve the process, automation, reduce availability impacts and generally improve and reduce the risk of execution of change to production	X	
28. Project manage and track status of execution of improvements to the process	X	

4.2.7 Release Packaging (Extend app)

Release packaging activities are the activities associated with the packaging of Extend app changes into suitable releases, sign-off on all testing activities including unit, code, data, integration, regression, and UAT testing, as approved by SCV.

Software version control, both electronic and manual, is included. Regularity of releases could vary depending upon size and urgency of individual changes.

Supplier shall discuss and demonstrate to SCV the concept of release packaging for Extend apps.

Release packaging and delivery shall be coordinated with the overall program, project management and delivery schedules.

4.3 Application Development Services

Application Development services are activities associated with the development and implementation of (new) Extend Apps and Middleware (Project changes) and major enhancements <u>after the initial go-live</u>. Application services are classified as Application Development Services when the work effort is greater than an agreed upon person-days per enhancement. Application Development Services are not included in the recurring support fees but shall be priced separately on a project-by-project basis on request of SCV when the need for such activity arises.

Supplier shall use the Extend App Manager's and App Hub´s capabilities to the maximum extent to store and actively maintain all documentation and configuration.

4.3.1 Program Management Services

Program management Services are all activities associated with planning, executing, monitoring and controlling the overall ERP program. Supplier will own and be responsible for the program execution and will be supported by a SCV program/project manager.

The Supplier program and project management process will be used. This will be combined with the SCV project management processes to ensure consensus and quality of deliverables.

Table 8.   Program Management Services Roles and Responsibilities

Program Management Roles and Responsibilities	Supplier	SCV
A. Setup Program Management		
1. Adhere to SCV ERP program management and configuration/development methodology	X	

Program Management Roles and Responsibilities	Supplier	SCV
2. Review and approve program management support activities		X
B. Execute Program Management		
3. Provide project definition and plan, identifying critical milestones, overall budgets, project deliverables, risks and mitigation plan		X
4. Review and approve the plan		X
5. Define, monitor, manage and control overall Project Plan		X
6. Issue/risk management: identify, monitor any risk and issues	X	
7. Take appropriate action to mitigate risks and issues assigned to Supplier	X	
8. Take appropriate action to mitigate risks and issues assigned to SCV		X
9. Manage scope changes		X
10. Review and Approve scope changes		X
11. Manage overall program quality and deliverables	X	
12. Provide clear definition of requirements (timing, duration, skill, quantity) for SCV resources required for program success	X	
13. Resource management of Supplier and Supplier contracted resources	X	
14. Resource management of SCV resources		X
15. Budget management		X
C. Reporting		
16. Define frequency of required updates related to progress, budget, timelines, risk/issues, quality, resources		X
17. Regularly report on progress, budget, timelines, risk/issues, quality, resources to SCV in compliance with SCV's requirements	X	
18. Identify and implement actions to remove risks and remediate issues	X	
19. Approve remediation actions		X

4.3.2   Project Management Services

Project management Services are the activities associated with the management of Application Development Services. Supplier will own and be responsible for the project execution and will be supported by a SCV project manager/coordinator.

Table 9.   **Project Management Roles and Responsibilities**

Project Management Roles and Responsibilities	Supplier	SCV
A. Define Project Management Approach		
1. Provide methods, standards and tools for project management in conformance with SCV's standards and practices		X
2. Approve provider adherence to standards and tools project management		X
B. Define Project Plan		
3. Provide project definition and plan, identify major critical milestones, overall budgets and project deliverables	X	
4. Provide, maintain and update detailed project planning, identify critical path dependencies, in accordance with SCV PMO and policies	X	

Project Management Roles and Responsibilities	Supplier	SCV
5. Approve and provide updates to be incorporated into project plan		X
C. **Manage Execution of Project Plan**		
6. Manage, follow up and track execution of project plan		X
D. **Monitor Project Progress**		
7. Report on project progress, budget, risk, issues		X

4.3.3 Application Strategy, Architecture and Planning

Application and Middleware Strategies, Architecture and Planning services are defined as setting overall Application and Middleware Strategies, high level Architectures and planning. Architecture services are comprised of maintaining the Application and Middleware, Data and Integration Architectures.
The following table identifies the roles and responsibilities associated with Application and Middleware Strategies, Architecture and Planning.

Table 10. **Application Strategy, Architecture and Planning**

Application Architecture Roles and Responsibilities	Supplier	SCV
A. Application and Middleware Architecture		
1. Plan, create and maintain Application and Middleware architecture		X
2. Participate in Application and Middleware Architecture planning and recommend on Application and Middleware Architecture design	X	
3. Collaborate with Infrastructure Architecture team	X	
B. Software Evaluation and Selection		
4. Evaluate and Recommend software technologies, packages, and tools within the framework of this Schedule as required	X	
5. Select software technologies, packages, and tools within the framework of this Schedule as required		X
C. Manage Application Architecture and Software Standards		
6. Manage SCV IT Standards Review in accord with SCV PMO and governance policies	X	
7. Approve IT standards		X
Data Architecture Roles and Responsibilities	**Supplier**	**SCV**
D. Manage Data Architecture Model and Standards		
8. Develop and maintain SCV High Level (e.g., entity vs field) Logical Data Model for Transactional and Reporting requirements		X
9. Develop and Provide SCV Master Data Standards		X
E. Manage Implementation of Data Model and Standards		
10. Evaluate Application and Middleware Package Data Models and standards against SCV requirements	X	
11. Review results of Application and Middleware Package Data Model evaluations and approve standards		X
Application Integration Roles and Responsibilities	**Supplier**	**SCV**

Application Architecture Roles and Responsibilities	Supplier	SCV
12. Participate in developing Enterprise Application and Middleware Integration (EAI) Architecture	X	
13. Develop and maintain Enterprise Application and Middleware Integration (EAI) Architecture		X
14. Provide EAI Consulting on mutual agreement	X	

4.3.4 Planning and Analysis

Planning and analysis services are the activities associated with the research of new Application and Middleware development trends and include investigation of opportunities to improve the efficiency and effectiveness of SCV Applications and Middleware.

The following table identifies the roles and responsibilities associated with Planning and Analysis services.

Table 11.   Planning and Analysis Roles and Responsibilities

Planning and Analysis Roles and Responsibilities	Supplier	SCV
A. Analyze and Plan for Technical Evolutions		
1. Monitor technical trends through independent research; document and report on products and services with potential use for SCV	X	
2. Conduct technical and business planning sessions to re-assess adequacy of standards, architecture and project initiatives		X
3. Participate in technical and business planning sessions to re-assess adequacy of standards, architecture and project initiatives	X	
B. Analyze and Plan for Capacity and Performance		
4. Monitor capacity and performance against agreed upon SLA and metrics, KPIs	X	
5. Review Mutually capacity and performance for adherence to SLAs, KPIs and other agreed upon metrics with SCV		X
6. Perform business planning for capacity and performance		X
7. Identify possible product and software tool enhancement opportunities for improved performance and potential cost savings	X	
8. Approve projects to implement product enhancement opportunity		X
C. Analyze and Plan for Assuring Security		
9. Perform Application and Middleware security planning		X
10. Recommend potential improvements to Application and Middleware security architecture	X	
11. Support the implementation of Application and Middleware security architecture	X	

4.3.5 Requirements Definition

Requirements definition services are the activities associated with the definition and assessment of business requirements that are used to determine detailed Application and Middleware design.

The following identifies the roles and responsibilities associated with Requirements Definition services.

Table 12.   **Requirements Definition Roles and Responsibilities**

Requirements Definition Roles and Responsibilities	Supplier	SCV
A. Define Business Requirements		
1. Define and document business requirements		X
B. Define Functional Requirements		
2. Conduct interviews, group workshops and surveys to determine technical, functional and end user requirements		X
3. Participate in technical, functional requirements and end users requirements analysis work	X	
4. Develop functional requirements documents, logical and physical data models		X
5. Participate in defining functional requirement and data models	X	
C. Evaluate Software Requirements		
6. Identify need for software upgrade conversion requirements	X	
7. Approve software upgrade conversion requirements		X

4.3.6   Design Specifications

Design specification services produce design specifications that meet SCV technical architectural standards and identify and describe the most cost-effective solution to the implementation option under consideration. The following tables identify roles and responsibilities associated with Design Specification services.

Table 13.   **High-Level Design Activities Roles and Responsibilities**

High-Level Design Roles and Responsibilities	Supplier	SCV
A. Conduct High Level Evaluation of Functionality		
1. Review alternative solutions to meet requirements and indicate (cost) impact of solutions proposed	X	
2. Recommend and prepare Application and Middleware evaluations to demonstrate support of requirements	X	
3. Evaluate application package solutions		X
B. Create Prototyping Environment (mutually agreed upon before and during Architect/Blueprint)		
4. Install new or enhanced hardware items, software, components, peripherals for the prototype (excluding SaaS) . *Note: At this time, the SCV is not anticipating any devices to be the responsibility of the Supplier.*	X	
5. Develop prototype Application and Middleware configuration settings to demonstrate support of requirements	X	
6. Approve prototype Application and Middleware configuration settings that demonstrate support of requirements		X
C. Develop Project Estimate and Planning Accordingly		
7. Provide Application and Middleware development and implementation cost and Schedule Dstimates	X	
8. Develop overall project cost and Schedule Dstimate and acquire approval		X

Table 14.   **Detailed Design Activities Roles and Responsibilities**

Detail Design Activities Roles and Responsibilities	Supplier	SCV
D. Review and Develop Design Standards and Documentation		
9. Recommend and propose design standards and documentation	X	
10. Agree to design standards and documentation		X
E. Define Detailed Scope of Implementation Design		
11. Provide availability of SCV business and functional resources for assistance in design activity		X
12. Create the detailed Design Document from the Business and Functional Requirements and high-level design, including security features	X	
13. Review and Approve detailed design documentation		X
F. Align Technical Requirements and Test Scenarios to Design		
14. Document technical requirements, logical and physical data models	X	
15. Review and approve technical requirements and physical data models for consistency with documented requirements		X
16. Develop test cases as defined in testing plan	X	
17. Approve test cases		X
G. Organize and Review Project Plan		
18. Define implementation and deployment policies, project schedules and staffing requirements to meet deployment and delivery requirements and revise implementation costs and Schedule Dstimates where needed	X	
19. Approve implementation, deployment policies, schedules and deployment staffing levels and revised project costs and Schedule Dstimate where proposed		X

4.3.7   Programming/Development

Programming and/or development services are the activities associated with the programming, development, scripting, configuring or customizing of Application and Middleware modules using the information from the previous phases as critical input.

Programming and/or development can be accomplished by in-house custom development, customization and/or implementation of software packages. The following tables identify the underlying roles and responsibilities associated with Programming and Development services.

Table 15.   **General Programming and Development Roles and Responsibilities**

Programming and Development Activities Roles and Responsibilities	Supplier	SCV
A. Review Programming Practices and Requirements		
1. Review SCV existing technical standards and recommend on need to strengthen programming, development and technical documentation policies, procedures and standards	X	
2. Approve need to strengthen programming, development, and technical documentation policies, procedures, and standards		X

Programming and Development Activities Roles and Responsibilities	Supplier	SCV
B. Develop/Enhance Related Policies, Procedures and Standards		
3. Define programming, development, and technical documentation policies, procedures, and standards	X	
4. Approve programming, development and technical documentation policies, procedures and standards		X
C. Plan Programming Activities		
5. Establish overall programming and development project schedule with PMO in accord with governance policies	X	
6. Approve overall programming and development module delivery schedule		X
D. Provide Programming Environment		
7. Install new or enhanced software, components, or configuration and system management tools for non-production environments (excluding SaaS) and to operate with the support Application and Middleware environment	X	
E. Assure Programming Activities		
8. Perform all necessary technical design, programming, development, testing, scripting, configuring or customizing of Application and Middleware modules as required to develop and implement the design plans and specifications	X	
9. Manage all programming and development efforts using industry-standard project management tools and methodologies	X	
10. Perform Application and Middleware database administration functions		X
11. Recommend modifications and performance-enhancement adjustments to SCV system software and utilities based on SCV performance standards	X	
12. Transfer completed programs to Quality Assurance for integration testing	X	
F. Report and Monitor Programming Activity		
13. Conduct development status reviews and report on results to SCV	X	
14. Review results of development reviews		X
15. Allow independent SCV approved audit on proper implementation of standards	X	

Table 16.   Specific Programming and Development Roles and Responsibilities

Roles and Responsibilities	Supplier	SCV
A. Enhance Configuration and Programming Policies and Standards		
16. Define Configuration and Extend Development standards and methodologies	X	
17. Approve Configuration and Extend Development standards and methodologies		X
B. Provide Development Environment		
18. Define the Development tenant/environment needs	X	
19. Coordinate the provisioning of the Development tenant/environments	X	
20. Configure package-based parameters and codes tables to provide product and site specific business rules, workflow, and information exchange and interpretation using the "out-of-the-box" functionality of and any non-solutions. Adherence to package and industry best practices is expected	X	

Roles and Responsibilities	Supplier	SCV
C. **Customize and Configure future ERP solution**		
21. Perform customizations (Extend) and configurations	X	
22. Review/approve results of package configuration and development reviews, documents and deliverables		X
D. **Develop Program Code**		
23. Code using best practices tools and techniques that are consistent with Extend architecture and development standards	X	

4.3.8 Integration and Testing

Integration and testing services are the activities associated with the confirmation that the individual program components work together properly and as a whole perform their specified functions. This includes Application and Middleware interfaces to other Applications and Middleware already in production at or being developed by SCV or outside parties as stated in the Requirements Documents.

The following identifies the roles and responsibilities associated with Integration and Testing services.

Table 17. **Integration and Testing Roles and Responsibilities**

Integration and Testing Activities Roles and Responsibilities	Supplier	SCV
A. **Define and Plan Integration and Testing Activity**		
1. Develop all integration, user acceptance and Application and Middleware security testing plans for new and upgraded equipment, software or services	X	
2. Approve all integration, user acceptance and Application and Middleware security testing plans for new and upgraded equipment, software or services		X
3. Create test cases, test data, acceptance testing and perform all appropriate testing (unit testing, end-to-end testing, stress testing, regression testing)	X	
4. Review and approve test cases, test data and acceptance testing		X
B. **Provide Quality Assurance Environment**		
5. Define the Quality/Testing/Preview (Sandbox Preview and Implementation Preview) tenant/environment needs	X	
6. Coordinate the provisioning of the Quality/Testing/Preview tenant/environments	X	
7. Configure package-based parameters and codes tables to provide product and site specific business rules, workflow, and information exchange and interpretation using the "out-of-the-box" functionality of and any non-solutions. Adherence to package and industry best practices agreed upon in mutual planning	X	
C. **Provide Project Related Test Environment**		
8. Coordinate the provisioning of the Quality/Testing/Preview tenant/environments and data where required by project, including demonstration of requirements traceability to verify the requirements as specified in the Requirements Document have been satisfied	X	
9. Review and approve Quality/Testing/Preview environment and data		X
10. Maintain and non-test data	X	
D. **Organize Development Testing Program**		

Integration and Testing Activities Roles and Responsibilities	Supplier	SCV
11. Validate all new and upgraded software or services for compliance with SCV Application and Middleware Security Policies		X
12. Manage the SCV functional, integration, and regression test environments and associated test data including creation and maintenance during the testing period	X	
13. Perform quality control	X	
E. Organize User Acceptance Testing		
14. Coordination of User acceptance and assurance testing (e.g., gain user involvement, establish and define acceptance criteria, setting high-level test objectives, establish high level test scenarios, etc.)		X
15. Facilitate and support User Acceptance Test (establishing adequate test environment based on User Acceptance Criteria, preparing data to support test scenarios within modified system as well as managing the relationship with all interfaced systems necessary to conduct test, troubleshooting, support users to progress through scenarios, simulating interfaces or working with integrated systems to conduct end-to-end tests, support batch processing, exercise functionality, and report results) as prescribed by SCV	X	
16. Conduct user acceptance testing		X
F. Monitor Testing Results		
17. Review testing results for compliance with policies, procedures, plans, and test criteria and metrics (e.g., defect rates, progress vs schedule)		X
18. Correct defects found as a result of testing efforts	X	
19. Review/approve data conversion/translation results of converted data		X

4.3.9   Code Migration

Code Migration is the activity associated with promoting new and modified code, configuration and scripts, in support of new and existing Applications and Middleware through development, test and production.
The following table identifies the underlying roles and responsibilities associated with code migration activities.

Table 18.   Code Migration Roles and Responsibilities

Code Migration Roles and Responsibilities	Supplier	SCV
A. Develop Framework for Code Migration		
1. Recommend operations and administration procedures related to code migration	X	
2. Approve operations and administration procedures related to code migration		X
B. Plan Code Migration		
3. Define quality assurance -to-production turnover requirements and instructions for each project or release		X
4. Prepare the Release to production package containing with all developed software; installation and operations documentations and specifications of hardware and software components (excluding SaaS) included in the Operation File. *Note: At this time, the SCV is not anticipating any devices to be the responsibility of the Supplier.*	X	

Code Migration Roles and Responsibilities	Supplier	SCV
C. Perform Code Migration		
5. Migration of code/customization, including coordination with future ERP solution, between tenants/environments on an agreed upon basis	X	
6. Track migration status and notification	X	
D. Monitor Code Migration Activity		
7. Report on results from quality assurance-to-production activities if applicable	X	
8. Review reports on quality assurance-to-production results		X
9. Escalate and resolve issues with Supplier Services delivery team and development teams	X	

4.3.10   Migration and Deployment

Deployment and migration services are the activities associated with the installation and migration of new or upgraded components to the Production environment as well as services for providing support for development of localization to region or state specific business practices and local, legal, regulatory and statutory needs, agreed upon in documented requirements/held in Extend App Manager, App Hub, or other location as mutually agreed.
The following table identifies the roles and responsibilities associated with Migration and Deployment services.

Table 19.   **Migration and Deployment Roles and Responsibilities**

Migration and Deployment Activities	Supplier	SCV
A. Define and Plan Implementation Requirements		
1. Define unique local/business unit and/or country specific adaptations, deployment strategy, criteria, and delivery requirements		X
2. Define implementation and deployment policies, project schedules and staffing requirements to meet deployment and delivery requirements	X	
3. Review and approve implementation and deployment policies, schedules and staffing levels		X
4. Deliver user policies and procedures documentation		X
B. Analyze and Plan Implementation Specifics		
5. Review/approve acceptance test results		X
6. Implement local adaptations to Applications, Middleware and technical architecture or services provided	X	
C. Provide Production Environment		
7. Refine Production environment needs		X
8. Coordinate the provisioning of the Production tenant/environments		X
9. Configure package-based parameters and codes tables to provide product and site specific business rules, workflow, and information exchange and interpretation using the "out-of-the-box" functionality of and any non-solutions. Adherence to package and industry best practices is expected	X	
D. Plan and Decide Go Live		
10. Create detailed "Technical Go-Live" plan	X	

Migration and Deployment Activities	Supplier	SCV
11. Create "go/no-go" checklist (align with Customer Feature Release Checklist, where applicable) and conduct the "go/no-go" meetings	X	
12. Approve production implementation "go/no-go" decisions		X
E. Organize Project Start Up		
13. Coordinate deployment and support activities with SCV project manager and parties involved	X	
14. Participate in migration of all production-ready implementation and deployment processes if necessary		X
15. Provide in-person technical assistance and knowledge transfer to local business unit personnel during deployment as requested by SCV	X	
16. Conduct change and business preparation		X
F. Prepare Project Production Environment		
17. Coordinate with the packaging of data for movement between tenants/environments	X	
18. Perform appropriate tests on all installs, moves, additions and changes, including integration aspects	X	
19. Prepare data for migration from existing systems in coordination with SCV	X	
20. Perform data migration from existing systems to new systems, by either electronic or manual methods	X	
21. Conduct post-implementation user acceptance		X
G. Prepare and Organize User Start up		
22. Provide Applications and Middleware and user documentation and training materials	X	
23. Review and approve Applications and Middleware and user documentation		X
24. Plan and organize user training		X
25. Assure user training in coordination with SCV personnel	X	
26. Provide Level 1 and 2 start-up assistance in coordination with SCV personnel	X	
H. Validate Implementation and Prepare Transition to Support		
27. Review and approve successful Application and Middleware implementation		X
28. Plan handover to support activities (documentation, training, communication)	X	
29. Approve transition to support and review progress		X

4.3.11   Configuration Management

Configuration management Services are the activities associated with identifying, controlling, maintaining and verifying application configurations.
Supplier shall account for all application configurations, provide accurate information on configurations and provide a sound basis for Problem, Change and Release management and to correct any exceptions within the non-production environments.
Supplier shall follow configuration management best practices as outlined by the SCV with respect to the non-production environments. Supplier will fully support resolution of any code build or merging related issues (e.g., for non-solutions). If SCV has any questions regarding code or data, Supplier shall answer such questions.

Supplier also shall cooperate with SCV in connection with any audits related to any configuration items identified by SCV.

The following table further identifies the configuration management Services that Supplier will perform within the non-production environments.

Table 20. Configuration Management services Roles and Responsibilities

Configuration Management Services Roles and Responsibilities	Supplier	SCV
A. Develop Training and Knowledge Transfer Plans		
1. Develop and document in the initial draft of the Policies and Procedures Manual configuration management procedures that meet requirements and adhere to policies defined by SCV, maintain such procedures, and recommend refinements of such procedures to SCV.	X	
2. Review Policies and Procedures for configuration management.		X
3. Establish configuration management database, in accordance with SCV requirements on the non-production environments. The configuration management database shall be provided by SCV.	X	
4. Enter/upload configuration data into configuration database for the non-production environments.	X	
5. Establish process interfaces to Corrective Maintenance and Problem Management, Change management, technical support, maintenance and asset management processes along with the SCV.	X	
6. Establish guidelines for physical and logical separation between development environments, and the process for deploying and back-out of configuration items along with the SCV.	X	
7. Establish configuration baselines as reference points for rebuilds, and provide ability to revert to stable configuration states along with the SCV.	X	
8. Provide necessary input to establish process for verifying the accuracy of configuration items, adherence to configuration management process and identifying process deficiencies.	X	

4.3.12 Release Management

Release management is concerned with Changes to the AMS Services. Release management Services are activities that take a holistic view of a Change to a Service so that all the technical and non-technical aspects of a release Change are accounted for and accomplished. These Changes can be implemented by rolling out new applications or simply by making Changes to the service hours or support arrangements.

Releases consist of several Problem fixes and Enhancements to an existing Application. A Release consists of the new or changed software required to implement the approved Changes. Releases are generally divided into:

- *Major releases*, normally containing large areas of new functionality. A major upgrade or release usually supersedes all preceding minor upgrades, releases and emergency fixes.
- *Minor releases*, normally containing small Enhancements and fixes, some of which may have already been issued as emergency fixes. A minor upgrade or release usually supersedes all preceding emergency fixes.
- *Emergency release,* normally containing the corrections to a small number of known problems.

For future ERP solution, releases include routinely scheduled feature releases (bi-annual, i.e., twice per year, releases) and regular maintenance updates (weekly service updates and both monthly and quarterly planned maintenance).

The following table identifies the release management Services that Supplier will perform within the development environment.

Table 21. Release Management Services Roles and Responsibilities

Release Management Services Roles and Responsibilities	Supplier	SCV
1. Recommend refinements to Release Management policies, procedures, processes, and training requirements per the release management process components outlined above.	X	
2. For the non-production environments (excluding SaaS), support appropriate secure environments with all authorized versions of all Applications and Supplier-Provided Software, in physical or electronic form as applicable (the "Definitive Software Library" or "DSL").	X	
3. Maintain master copies of all new versions of Applications (excluding SaaS) in the secured DSL and update configuration database(s).	X	
4. Provide necessary inputs to SCV to establish, manage, update, and maintain the overall build/release plan and schedule.	X	
5. Establish and administer the version control schema as it relates to release management of Applications (excluding SaaS).	X	
6. Provide regular & timely input to SCV to develop, manage, update and maintain release plans for each release in coordination with Change management.	X	
7. Develop quality plans and back-out plans as appropriate for each release with SCV.	X	
8. Participate and provide all essential and necessary input for SCV audit.	X	
9. Identify and document all configurable items that need to be included in the release, as well as all system inter-dependencies.	X	
10. Assist in the planning and help coordinate the testing process for each release.	X	
11. Provide release documentation and identification schema as required.	X	
12. Implement release in compliance with Change management requirements and adherence to detailed release plans.	X	
13. Provide input and recommendations to help SCV to modify configuration database, asset management items, and service catalog (if applicable) to reflect Changes to configurable items due to the release.	X	

4.3.13 Non-Production Environment Support

Supplier shall perform QA Services for any non-production environment activities, such as following data refreshes from production, and routinely scheduled feature releases (bi-annual, i.e., twice per year, releases) and

regular maintenance updates (weekly service updates and both monthly and quarterly planned maintenance). Supplier will confirm all Applications are functioning as expected. Supplier shall support the defect resolution process for any defects raised as part of the QA Services.

Supplier shall support defect resolution during user acceptance testing and end-user training in SCV's non-production environments.

4.3.14   Production Deployment Support

Supplier shall perform QA Services for production environment activities, such as routinely scheduled feature releases (bi-annual, i.e., twice per year, releases) and regular maintenance updates (weekly service updates and both monthly and quarterly planned maintenance). Supplier will confirm all Applications are functioning as expected. Supplier shall support the defect resolution process for any defects raised as part of the QA Services. Supplier will support production deployment and perform a check on the Applications in production based upon SCV's request. This will be required on a case-by-case basis as requested by SCV.

Supplier will be responsible to support SCV in ensuring that the production environment is complete and error free, including properly configured and integrated.

4.3.15   Training and Knowledge Transfer

Training and knowledge transfer services refer to the activities related with training and knowledge transfer to help desk, support functions and end users.

The following table identifies the roles and responsibilities associated with training and knowledge transfer services that will be planned and executed in accordance with SCV Change Management (OCM) policies and procedures.

Table 22.   **Training and Knowledge Transfer Activities Roles and Responsibilities**

Training and Knowledge Transfer Activities Roles and Responsibilities	Supplier	SCV
B. Develop Training and Knowledge Transfer Plans		
14. Develop training and knowledge transfer plan and procedures in the project plan	X	
15. Approve training and knowledge transfer plan and procedures in the project plan		X
C. Develop and Provide Training Instruments		
16. Create and maintain SCV Training instances or clients as required by SCV	X	
17. Provide training materials related to the technical and functional aspects of the Application to SCV as applicable	X	
18. Review and validate training content and materials		X
D. Provide Training and Training Material to Support Personnel		
19. Provide technical training assistance and knowledge transfer to existing SCV support personnel, during deployment as requested	X	
20. Provide training to "Train the trainer" and SCV support personnel for SCV Applications and Middleware	X	

Training and Knowledge Transfer Activities Roles and Responsibilities	Supplier	SCV
21. Provide Help desk agent training, including developing dialogue scripts	X	
E. Provide End-User Training		
22. Provide End-User training for SCV Application and Middleware		X
23. Assist in enduser training for new products and services, as applicable	X	
24. Assess training needs on a continuous basis		X
25. Participate in end-user training efforts where requested		X

4.3.16   Documentation

Documentation services are the activities associated with developing, revising, maintaining, reproducing and distributing information in hard copy and electronic form that is performed as part of a Service Request. These activities will be performed in accordance with SCV and Supplier agreed upon Program-Wide use of Extend App Manager and App Hub or another solution as agreed with SCV as the overall repository and workflow for all projects and workstreams within the Program.

Documentation related to Application Services includes System and Application and Middleware specifications and documentation, End-user documentation, Site and system security plans, Updates and release notes.

The following table identifies the roles and responsibilities associated with Documentation services.

Table 23.   Documentation Roles and Responsibilities

Documentation Roles and Responsibilities	Supplier	SCV
A. Agree on Documentation Formats		
1. Recommend specifications and documentation format, content and organization	X	
2. Approve documentation format, content and organizations		X
B. Organize Documentation Process		
3. Develop document processing flow	X	
4. Document version control for all documentation for which Supplier is responsible	X	
5. Organize and assure access to documentation to SCV Personnel	X	
6. Approve documentations delivered		X
7. Approve organization of documentation		X
C. Document Systems and Applications Operations		
8. Provide high level architecture, design, specifications documentation		X
9. Provide Application and Middleware specifications and documentation	X	
10. Provide Application and Middleware hardware and system software requirements documentation		X
11. Provide support, configuration and tuning manuals	X	
12. Provide Application logical and physical data documentation	X	
13. Define Application and Middleware security procedures		X
14. Participate in developing Application and Middleware security procedures	X	

Documentation Roles and Responsibilities	Supplier	SCV
15. Provide documented Application and Middleware disaster recovery process	X	
16. Approve documented Application and Middleware disaster recovery process		X
D. Document Use of Applications		
17. Provide end-user documentation (e.g., user manuals)	X	
18. Approve End-User documentation		X
19. Prepare updates and release notes	X	
20. Deliver updates and release notes to End Users		X

4.3.17   Application Warranty Services

Application warranty services are the activities associated with repairing errors/defects for Supplier developed Application(s) or enhancements that are discovered within 90 days of the Application and Middleware(s) or enhancements being placed into the applicable Production environment. Application warranty services include the applicable life cycle support activities, as well as any activities necessary to repair errors/defects to enable Application programs and enhancements to perform in accordance with the documented specifications and documented operational functionality.

Supplier will repair code developed by Supplier during the warranty period, at no charge to SCV provided that:

a.   The problem encountered occurs within an agreed upon number of days of the implementation of such developed code

b.   The problem results in a Severity 1, Severity 2, Severity 3 or Severity 4 Level problem

c.   The root cause analysis indicates the problem was introduced solely by code or configuration created by Supplier, and (a) or (b)

   i.   The problem is in an Application or a Middleware program where the responsibility is transferred from SCV to Supplier, and the problem is the result of Supplier not following the Supplier development processes set forth in the Procedures Manual; or

   ii.   The problem is in an Application or a Middleware program where the responsibility was Supplier's and the problem is the result of Supplier not following the Supplier development processes set forth in the Procedures Manual

Full correction of the Application and Middleware(s) defect is to be completed by Supplier unless otherwise approved by SCV, and the corrected code shall be appropriately tested to verify that no regression errors are introduced. Any consequential data damage is also to be restored by the Supplier.

Services include updating all appropriate documentation. Supplier will provide monthly reports showing the amount of warranty work (number of defects and hours to correct).

RFP #111:24-0002

REQUEST FOR PROPOSAL (RFP)
Background & Response Instructions
Issued on January 24, 2024

Enterprise Resource Planning (ERP)
Software Product, System Integration, and Application Managed Services

Supreme Court of Virginia

Proposals are due 2:00 PM ET on March 14th, 2024

Note: The Supreme Court of Virginia/Office of Executive Secretary does not discriminate on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, and the Court does not discriminate against faith-based organizations in accordance with the <u>Code of Virginia</u>, Section 2.2-4343.1.

Note: Any references to the Supreme Court of Virginia are for descriptive purposes only. The Office of the Executive Secretary (OES), the administrative arm of the Supreme Court of Virginia, is the contracting entity for this agreement.

Supreme Court of Virginia Enterprise Resource Planning (ERP) Modernization

Software (SW) and System Integrator (SI) Services Request for Proposal

Contents

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Supreme Court of Virginia Enterprise Resource Planning (ERP) Modernization

Software (SW) and System Integrator (SI) Services Request for Proposal

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PART 1 – DOCUMENT INFORMATION

Section 1.0 General Information

This document, and any attachments thereto, regardless of form or medium, is a Request for Proposal (RFP) for the Supreme Court of Virginia (SCV) Enterprise Resource Planning (ERP) Software (SW), Systems Integrator (SI), and Application Managed Services. This RFP shall be used by the Vendor(s) (also referred to as "Proposers") in response to this RFP as defined in Section 1.2, 'RFP Overview'. Please reference 'Exhibit 1:

Scope & Capability Framework' for detailed information regarding project scope, as well as Section 2 of this RFP document.

The reproduction of this RFP or any components thereof by electronic, photographic, xerographic or other means is authorized solely for the purpose of preparing a response by the Vendors. The information obtained in the RFP process is to be used solely for the purposes of responding to this RFP.

No news release, promotion, marketing or public announcement, or any other reference to Supreme Court of Virginia, this RFP or any program hereunder pertaining to Supreme Court of Virginia shall be made by Vendor or any third party on behalf of Vendor, indirectly or directly, without express prior written consent from Supreme Court of Virginia in each instance.

Supreme Court of Virginia may cancel, terminate and/or retract this RFP at any time, for any reason, and is not obligated to select any responding Vendor. Further, Supreme Court of Virginia may elect to award all or part of the scope.

The overall RFP process and key dates are provided in the table below:

Event	Intended Date
RFP Package distributed	January 29th, 2024
Pre-Proposal Teleconference	February 8th, 2024
Submission of Written Questions via 'Attachment 5. QA Submission.xlsx'	February 15th, 2024, by 5pm ET
Supreme Court of Virginia Responses to Written Questions	February 26th, 2024
Vendor Proposal Due Date	March 14th, 2024, by 2pm ET
Down-selection notification (Finalist Vendors)	April 11th, 2024
Proposal oral presentation (Finalist Vendors only)	May 6th – May 28th, 2024
Due Date for Final Bid Submission	May 31st, 2024
Contract Award (Target)	September second, 2024

Commented [A1]: Changed RFP Package Date distributed date to 1/29/24. I will adjust again if needed to ensure we have the 10-day period between RFP release to eVA and the Pre-Bid Meeting.

Section 1.1 Pre-Proposal Teleconference and Questions and Answers

There will be a pre-proposal tele conference held on February 8th, 2024. The pre-proposal conference is open to all interested Suppliers, and you are encouraged to attend. There will be no opportunity for a private or individual tour or presentation. Suppliers are encouraged to submit pre-proposal questions

in writing at least 72 hours prior to the pre-proposal teleconference. These questions may be answered as part of the pre-proposal conference.

To participate in the pre-proposal teleconference, register with the RFP Single Point Of Contact (SPOC) Joseph O'Brien at jobrien@vacourts.gov by sending an email stating your firm's name and your participating representative(s). You will receive the location of the conference and you will receive a teleconference number for the call. It is strongly recommended that you register with Joseph O'Brien no later than 4:00 pm local time two (2) business days prior to the teleconference to ensure that Supplier receives a teleconference number.

Supplier questions must be presented as follows during and after the pre – proposal conference. Questions for clarification and information pertaining to the scope, requirements, etc. must be in writing via email only. Vendors should submit all questions and communications to:

<div align="center">

Joseph M. O'Brien, Jr.
Supreme Court of Virginia, OES
Purchasing Department
jobrien@vacourts.gov

</div>

The Supreme Court of Virginia/Office of the Executive Secretary cannot guarantee a response to questions received less than five (5) days prior to the proposal due date. No questions will be addressed orally.

To ensure timely and adequate consideration of proposals, **<u>Suppliers are to limit all contact</u>**, whether verbal or written, pertaining to this RFP to the designated Single Point Of Contact (SPOC) for the duration of this proposal process.

Questions and answers submitted may be shared with all Proposers participating in the RFP without attribution to any specific Vendor. Vendors should indicate, when forwarding any question(s), if they wish to keep any questions confidential and provide a justification for the request.

Section 1.2 RFP Overview

Supreme Court of Virginia is looking to engage a Software (SW) Vendor, Systems Integrator (SI), and Application Managed Services (AMS) Provider to modernize core business functions relating to its Enterprise Resource Planning (ERP) function and provide ongoing operational support. Supreme Court of Virginia seeks Vendors who have prior experience in implementing ERP software for large state and/or local governments, as well as proven solutions to address Human Capital Management, Financials Management, Procurement, and Inventory/Warehousing business capabilities. The SW, SI, and AMS Vendors are expected to consider the information contained herein to propose the most appropriate approach, solution design, implementation and deployment strategy, as well as staffing and associated costs.

In summary, this RFP is intended to:

- Outline Supreme Court of Virginia's expected ERP solution and implementation services within the described scope and context of our overall transformation initiative

- Provide details as to Supreme Court of Virginia's business strategy, specific business capability challenges and expected improvements intended to be enabled by the software implementation

- Request SW vendor information regarding how their proposed solution will address SCV functional and technical requirements, as well as their proposed bill-of-material (BOM)

- Request information regarding the SI's qualifications, team, approach, schedule, differentiators, accelerators, methodology and associated staffing/pricing
- Understand how the SI will partner with the SW vendor, or the designated product-specific 3rd party, to supplement the SI team with product-specific config/build/test capabilities

It is important that your RFP response addresses how you propose to assist Supreme Court of Virginia in achieving the following objectives:

Strategic Objectives: Providing ongoing innovation in the areas of technology solutions and related process improvement opportunities as well as in deploying and employing commercially available and up-to-date security, infrastructure, and platform capabilities to help Supreme Court of Virginia continuously advance its business model, technology, and compliance with federal and state regulations/standards as needs grow and change.

Quality and Performance Objectives: High performance, including continuously improving quality of service from the Vendors and improving availability and responsiveness of the ERP solution platform per the agreed upon Service Level Targets.

Partner Relationship Objectives: Measuring and improving overall Supreme Court of Virginia customer satisfaction, demonstrating a high degree of cooperation and communication by acting as a single point of contact ("SPOC") among the Software Vendor, Supreme Court of Virginia and any other third-party Vendors who provide supporting services. In particular, the SI should proactively anticipate customer needs and demonstrate clear accountability.

Financial Objectives: Providing cost-effective and efficient solutions and services, efficient budgeting and monthly invoicing, and financial monitoring/control throughout the implementation.

Transformational and Value Realization Objectives: Successful change management (Reference Schedule B-4. OCM & Training Services) in Supreme Court of Virginia's operations and culture to adapt to the new ERP, while delivering and measuring the successful achievement of cost savings, adapt to industry's evolving needs, increased focus on digital platforms, elimination of process areas of friction, long-term cost savings and positive environmental impacts, improved user, and customer experience.

This RFP Package includes the documents listed in <u>Section 1.3</u>. It is structured as follows:

- Background, Scope, Guidelines, and Instructions
- Exhibits that provide contextual information in preparing your proposal response
- Response Attachments that need to be completed and returned as part of the proposal response
- Proposed Systems Integrator and AMS Provider Schedules

Section 1.3 Document Specific Definitions

For purposes of this document, the party to whom the RFP is addressed shall be referred to as "Vendor(s)," and any materials submitted in response to the RFP shall be referred to as Vendor's "Proposal" and collectively, all proposals shall be referred to as "Proposals."

Supreme Court of Virginia seeks an ERP Software Vendor, Systems Integrator, and Application Managed Services Provider. Any reference to "Solution" shall mean the total combination of products and services

offered by the Vendors to achieve Supreme Court of Virginia's defined project objectives and meet the business and technical requirements set forth in the RFP.

"Supreme Court of Virginia RFP Contact," or, 'Supreme Court of Virginia Primary Contract', or 'SPOC' is an individual who shall represent Supreme Court of Virginia with respect to defining the scope, objectives and requirements of the RFP, managing all Supreme Court of Virginia due diligence activities, and serving as point of contact for RFP communications.

"Finalist" or "Vendor Finalist" refers to Vendors who best meet the requirements who are invited to move on to the next evaluation phase (including live, on-site Oral Presentations (Orals)).

Section 1.4 RFP Package Contents

The following section provides instructions specific to the Vendors. The table below summarizes the full set of documents provided in the RFP package, highlighting those that are to be returned as part of the Vendors' proposal.

Doc. Ref.	Document Title	For Reference	Part of Response
	Executive Summary (see below)		X
	Proposal Document (see below)		X
	RFP Background and Instructions (this file)	X	
Attachment 1	Vendor Information		X
Attachment 2	Pricing		X
Attachment 3	Security Questionnaire		X
Attachment 4	Proposer Exceptions		X
Attachment 5	Q&A Submission Template		X
Attachment 6	Functional Requirements		X
Attachment 7	Technical Requirements		X
Attachment 8	Information Technology Terms and Conditions	X	
Attachment 9	Terms - Cloud Services - Third Party Own Application	X	
Attachment 10	Terms - Cloud Services - Supplier is Application Owner	X	
Attachment 11	Lobbying Form		X
Attachment 12	ECOS Standard Form	X*	
Attachment 13	SWaM Procurement and Subcontracting Form		X
Attachment 14	Conflict of Interest Form		X
Attachment 15	Service Level Requirements		X
Attachment 16	SCC Form		X
Schedule A	Key Personnel	X	
Schedule B-0	Governance and Project Management	X	
Schedule B-1	Planning and Design	X	
Schedule B-2	Config-Build-Test-Data	X	
Schedule B-3	Deployment and Initial Support	X	
Schedule B-4	OCM and Training Services	X	

Doc. Ref.	Document Title	For Reference	Part of Response
Schedule C	Exit Services	X	
Schedule D	Application Managed Services	X	
Exhibit 1	Scope and Capability Framework	X	
Exhibit 2	Application Inventory and Interfaces	X	
Exhibit 3	Critical Reports Inventory	X	
Exhibit 4	ERP Key Functional Use Cases**	X	
Exhibit 5	Escrow Agreement (Supplier to Provide) ***		X

*The Security Assessment should be completed at the same time as your proposal but should not be submitted along with your proposal. Instead, if a Supplier is selected to go forward in negotiations, the SPOC will request that such Supplier submit its completed Security Assessment and the Suppliers are encouraged to immediately do so upon request.

**Functional use cases are used for software selection purposes and are focused on differentiating requirements. It does not represent the full scope of work.

***Supplier to Provide Escrow Agreement as part of their response.

Supplier must detail exception taken to any of the "For Reference" documents in *Attachment 4 - Proposer Exceptions*.

PART 2 – PROJECT BACKGROUND AND SCOPE

Section 2.0 Organizational Background

The Supreme Court of Virginia (SCV) assures that disputes are resolved justly, promptly, and economically through a court system unified in its structures and administration. It is comprised of the Supreme Court of Virginia, the Court of Appeals of Virginia, circuit courts, SCV general district and juvenile and domestic relations district courts, and magistrates. The administrative office of the courts, known in Virginia as the Office of the Executive Secretary, supports the administration of the court system under the direction of the Chief Justice and the Executive Secretary.

The Supreme Court of Virginia's Office of the Executive Secretary provides administrative assistance and direction to the courts of the Commonwealth and to Virginia's magistrates through its ten departments and various related programs, including:

- **Human Resources**: The Human Resources department supports and upholds the Virginia Judicial System's goals by foster a positive and engaging work environment while identifying and responding to the changing needs of our diverse organization. The Human Resources department is comprised of over 3,600 total staff, of which 2,370 are salaried FTEs; 913 are per-diem Substitute/Retired Judges; other employee types include salaried part-time (82), hourly wage (105), and contingent (104). Major activities include providing guidance, training, and support to all employees in the judicial system; in matters regarding recruitment and selection; compensation/classification, benefits, performance, and employee relations; and administration of the Americans with Disabilities Act (ADA).

- **Fiscal Services**: The Department of Fiscal Services is the court system's financial management center for the Supreme Court, Court of Appeals, circuit, general district and juvenile and domestic relations district courts, the Office of Executive Secretary, including magistrates, the Judicial Inquiry and Review Commission, and the Virginia Criminal Sentencing Commission. In 2022, the Department of Fiscal Services managed $510M appropriated by the Virginia Judiciary, including those relating to the Criminal Fund (27%), District Courts (36.5%), Circuit Courts (11.99%), Supreme Court (11.78%), Magistrates (6.74%), Court of Appeals (3.86%), and the Involuntary Criminal Fund (2.07%).

- **Judicial Information Technology**: The Department of Judicial Information Technology supports Virginia's Judiciary by providing and maintain reliable, effective, innovative, and timely technology solutions for the courts and magistrates' business processes. DJIT provides services to over 9,500 internal and external users, 75 of whom are anticipated to be core users of the future Enterprise Resource Planning solution.

A summary of select metrics relevant to the ERP Modernization is found in the table below:

Category	Volumes
Chart of Accounts	Active Codes (total 359): - Agency – 9 - Funds – 10 - Programs – 10 - Cost Centers – 200 - Object Codes – 100 - Project Codes – 30

Category	Volumes
	Funding Sources (total 2): ▪ State Budget – 1 ▪ Federal Grants – 1 Operating Units (total 333): ▪ Courts – 333 SCV's Chart of Accounts (COA) ▪ For 2023, approximately 1,596 Journal Entries
Accounts Payable	▪ For 2023, approximately 9,231 Expense Reports processed ▪ For 2023, approximately 244,000 Criminal Fund Invoices processed ▪ For 2023, approximately 14,135 Normal Invoices processed
Grants	SCV currently has approximately 12 operating grants that are processed in the current solution
Budget	For 2023, SCV's Annual Operating Budget was approximately $411 million plus $150 Million for the Criminal Fund.
Payroll – FTE Counts	▪ 2,370 Salaried FTEs (no major growth anticipated) ▪ 82 Salaried Part-Time Employees ▪ 105 Hourly Wage Employees ▪ 205 Per Diem Retired Judges ▪ 237 Per Diem Substitute Judges ▪ 104 Contingent Workforce Staff (DJIT) ▪ 48 Interns
Core ERP User Counts	▪ 18 Core HR Users ▪ 25 Core FIN/PROC Users ▪ 25 Core IT Users ▪ 5 Core Education/Learning Users

For more information, please visit https://www.vacourts.gov/main.htm.

Section 2.1 ERP Modernization Project Background

The continued growth and success of Supreme Court of Virginia is constrained by legacy technology solutions that create substantial manual effort, limit data-enabled decision-making, strain employee experience, and prevent the development of exciting and innovative digital services to support its enterprise business capabilities. SCV seeks to improve the core of its information technology environment through emerging technologies and modern functionality such as employee self-service, mobility, configurable workflows, and seamless integrations.

After conducting a recent assessment to identify functional gaps and determine the optimal strategic path forward, the Supreme Court of Virginia is conducting a competitive review of proposals for ERP solutions and systems integrators to modernize Human Capital Management (HCM), Financials Management (FMS), Procurement (P2P), and Inventory/Warehousing (IW) business capabilities and for application managed services to support ongoing operations of the ERP solutions. SCV will assess the combination of proposed

software, implementation, and application managed services based on the Vendors' demonstrated and conveyed ability to deliver, and support ongoing operations of, a comprehensive ERP solution that positions SCV to realize the following business outcomes:

Figure 1: SCV ERP Modernization Change Drivers

Efficiency
Increase efficiency of business capabilities through standardized processes and best practices, reduction of manual processes, self-reliant configuration capability, and automation of menial processes and workflows

Employee Experience
Improve employee engagement and experience across the ERP capability areas by adopting employee-centric processes that support self-service capabilities, improved integrations, and ultimately empower the workforce and provide opportunities for development.

Productivity
Increase workforce productivity by moving away from custom systems and by adopting secure, modern & emerging technologies and agile ways of working to advance digital dexterity, increase operational collaboration and flexibility.

Data Access & Reliability
Reduce manual data collection efforts, improve data reporting and metrics capabilities, and increase the visibility of the total workforce, accessibility, and quality of data necessary to make more informed business and technology decisions.

Automation and Simplification

During this assessment phase, the Supreme Court of Virginia also developed *Guiding Principles* for its ERP Program, which include the following:

- Focus on preparing the organization's resources to **embrace and support the new ways of working** and technologies through continual education, training, and change management

- Preference for a **mature single vendor commercial-off-the-shelf product** that can scale to support future growth and long-term capability evolution

- **Adopt out of the box (OOTB) or standard software functionality** and move away from customizations wherever possible/practical

- Follow a **phased deployment approach** based on agile principles and capability grouping instead of a big bang approach

- Preference for **enterprisewide capabilities** vs. localized functionality with a goal to harmonize, standardize and adopt best practices

- Retain **flexibility to deploy legislative changes** quickly (i.e., within sufficient time to fully test, deploy, and adopt changes to meet legislative requirements)

- **Leverage new and existing technologies** to enable integration, automation, collaboration, and productivity along with a mobile based solution for select capabilities

- Embrace **open architected solutions** that enable high availability and secure access to data

- Retire legacy custom applications and **consolidate capabilities into fewer applications**

Supreme Court of Virginia is already aligning its internal resources and its program governance structure to collaborate with the selected Software, Systems Integrator, and Application Managed Services Vendors to support the successful design, configuration, deployment, and ongoing operations of the selected solution.

Section 2.2 Current ERP Environment

SCV is currently using disparate homegrown and state-owned applications to support the core of its Enterprise Resource Planning capabilities. This legacy environment is now nearing or beyond end-of-life, becoming cost prohibitive to maintain, requires significant manual intervention, does not provide users a modern, seamless experience, and presents significant gaps in meeting SCV's future needs.

Below are brief descriptions of the core systems that comprise SCV's ERP environment. A full list of current applications is provided in *Exhibit 2 – Application Inventory and Interfaces*.

HCM Solutions: SCV currently uses a blend of applications to support its HCM capabilities. The core of its Human Resource function is Oracle PeopleSoft, which was implemented in 1995 and supports basic management of organizational workforce and individual employee information. This core is augmented by several applications that are a blend of customized (e.g., eLeave for time/attendance/absence), vendor-managed (e.g., ServiceNow, Survey Monkey), and state-provided (e.g., VRS/JRS, Cardinal) solutions.

Cardinal: The Commonwealth of Virginia's ERP solution (Cardinal) that includes financial, human capital management, and business intelligence applications. Cardinal serves as the system of record for both the financial and human resources systems for the Commonwealth. Accordingly, SCV relies on an integration with Cardinal to partially support many ERP business capabilities, with a particularly heavy reliance to support position management, employee profiles, processing payroll, administering benefits, and performing period close.

Integration Decision Support System (IDSS): SCV currently uses an Oracle Database that was implemented in 1993, referred to as IDSS (Integrated Decision Support System) to support financial, procurement, and inventory capabilities. IDSS was designed to be an accounts payable front end to CARS (the previous legacy State accounting system) and was later modified for Cardinal (the State's current ERP) to support SCV's core financials management needs. IDSS has been enhanced over the years, including additional data fields to address questions from legislators (primarily related to the Criminal Fund and IMC), manage vendor and related payables data, and manage obsolete inventory.

Electronic Voucher Payment System (EVPS): SCV's Electronic Payment Voucher System (EVPS) allows court-appointed counsel and guardians ad litem to submit requests for payment electronically within the court. Planned, future enhancements to EVPS include a DC-40 workflow for Court mediators and the registration by Court translators to electronically submit invoices for payment. While SCV anticipates that EVPS will persist into the target state, we are interested to learn more about potential software capabilities that support the same underlying functionality. Vendor is asked to include information on potential capabilities in their response and clearly identify any associated pricing in their Pricing. Please reference 'Attachment 2. Pricing' - Tab K. Optional Sol and Svc.

Asset Inventory Management System (AIMS): SCV's Asset Inventory Management System (AIMS) is an internal, custom solution built initially to manage IT asset inventory, and since extended to support SCV's IT-related procurement capabilities.

Section 2.3 Requested Solution Summary

The solution scope is currently divided into four (4) level 1 (L1) business capabilities that are further subdivided into twenty-four (24) level 2 (L2) business capabilities, as outlined below:

Supreme Court of Virginia Enterprise Resource Planning (ERP) Modernization

Software (SW) and System Integrator (SI) Services Request for Proposal

Level 1 (L1) Business Capability	Level 2 (L2) Business Capability
Human Capital Management (HCM)	Administer Human Resources
	Acquire Talent
	Manage Total Rewards*
	Manage Human Resources Service Delivery
	Manage Workforce
	Manage Workforce Performance*
	Manage Workplace Compliance and Guidance
	Manage Employee Relations
Financials Management (FMS)	Manage Billing and Accounts Receivable
	Perform General Accounting*
	Manage Budgeting and Planning
	Manage Accounts Payable
	Manage Finance Service Delivery
	Manage Grants as a Grantor & Grantee
	Manage Fixed Assets
	Perform Period Close
	Manage and Process Payroll*
	Support Finance Relations & Requests
Procurement Management (P2P)	Strategically Source
	Purchase Direct/Indirect Materials & Services
	Manage Vendor Relationships
	Manage Supplier Contracts
	Manage Solicitations
Manage Inventory & Warehousing (IW)	Manage Inventory & Warehousing

*L2 capability contains one or more level 3 capability that is in scope for integration only.

Each L2 capability is comprised of several L3 capabilities which are depicted as business capability models in the figures below.

Figure 2: Capability Scope for Human Capital Management

Administer HR
- Manage Workforce /Personnel Information
- Manage Org., Positions, Job Descriptions, & Classifications
- Manage Workforce /Personnel Actions
- Manage HR Strategy & Planning
- Manage Workforce Voice & Engagement
- Manage & Deliver HR Communications

Manage HR Service Delivery
- Manage HR Policies & Procedures Guidance
- Manage HR Knowledge Base
- Manage HR Services Delivery Cases
- Manage HR Self-Service
- Manage HR Metrics, Reporting & Analytics
- Manage HR Digital Documents

Acquire Talent
- Manage Recruitment
- Manage Hiring (selection)
- Manage Onboarding (transition in)

Manage Workforce
- Manage Absence/ Leave
- Manage Time & Attendance
- Manage Separation / Off-boarding (transition out)
- Manage Workforce Planning, Budgeting, & Forecasting
- Manage Workforce Scheduling

Manage Workplace Compliance & Guidance
- Manage Ethics & Compliance
- Manage Workforce Equity (Diversity & Inclusion)
- Manage Health & Safety

Manage Total Rewards
- Manage & Administer Compensation
- Manage & Administer Benefits
- Manage & Administer Pension
- Manage & Administer Rewards & Recognition

Manage Workforce Performance
- Manage Career Development, Goals & Evaluations
- Manage Skills, Qualifications & Competencies
- Manage Succession Plans
- Manage Learning & Training

Manage Employee Relations
- Manage Workforce Complaints / Grievances
- Manage Disciplinary Actions

Indicates Integration Need Only

Figure 3: Capability Scope for Financials Management

Manage Billing & Accounts Receivable
- Create Invoices and Bills
- Manage Collections
- Manage Receivables Debit/ Credit Memos
- Manage Customer Account Profiles

Manage Budgeting & Planning
- Create Budgetary Estimates, Plans & Forecasts
- Consolidate & Revise Budgets
- Manage Financial Performance
- Perform Long-Term Financial Planning

Manage Finance Service Delivery
- Manage Financial Data
- Manage Finance Self-Service
- Manage Finance Metrics, Reporting & Analytics
- Manage Finance Digital Documents

Manage Grants as a Grantor / Grantee
- Manage & Pursue Grant Opportunities
- Manage Award & Oversight
- Manage Administration & Performance
- Manage Audit & Close

Perform Period Close
- Manage Labor Distribution
- Consolidate Financials
- Manage Period / Cycle Close
- Perform Final Reconciliation

Perform General Accounting
- Manage Ledgers & Chart of Accounts
- Manage Subledger Accounting
- Manage Financial Accounting
- Manage Fund Accounting
- Manage Project Accounting
- Manage Lease Accounting

Manage Accounts Payable*
- Process Invoices
- Process Payments
- Manage Payables Debit/Credit Memos
- Manage 1099s
- Manage P-Cards
- Manage Travel and Expenses

Manage Fixed Assets
- Manage Asset Requests
- Manage Asset Acquisition and Depreciation
- Manage Asset Improvements and Depreciation
- Manage Asset Maintenance and Transfers
- Manage Asset Under Construction
- Retire and Dispose of Assets

Manage and Process Payroll
- Manage Payroll
- Manage Payroll Deductions, Taxes Garnishment, & 3rd Party Filings
- Process Payroll Payments

Support Finance Relations & Requests
- Manage Controls, Compliance & Regulatory Affairs
- Support Internal and External Auditor Request

Indicates Integration Need Only

Figure 4: Capability Scope for Procurement Management

Strategically Source
- Analyze Spend
- Manage Categories
- Plan Acquisitions
- Manage Supply Base

Purchase Direct/Indirect Materials and Services
- Manage Services Procurement
- Create & Approve Requisitions
- Create & Approve POs
- Receive Goods & Services
- Perform Quality Checks
- Create & Manage Proc. Plans
- Receive Invoices
- Manage / Process Returns
- Manage Materials

Manage Vendor Relationships
- Manage Vendor Master Data
- Measure Vendor Performance
- Facilitate Vendor Onboarding
- Track Vendor Compliance
- Provide Proc. Reports & Analytics
- Manage Supply Risks

Manage Supplier Contracts
- Develop Contracts
- Manage Contract Lifecycle
- Manage Online Catalogs
- Establish Contingency Plans

Indicates Integration Need Only

Manage Solicitations
- Develop and Post Solicitations
- Access Solicitation Documents
- Receive Vendor Proposals
- Evaluate and Award Solicitations
- Manage Solicitation Protests
- Communicate with the Vendor Community
- Support Vendor Questions & Answers (Q&A)

**Figure 5: Capability Scope for Inventory & Warehousing Management**

Detailed context about each capability / functional area, including its L2 capabilities, are provided in ***Exhibit 1 - Scope & Capability Framework***.

Section 2.4 Requested Enabling Technologies Summary

Integration Overview

The future ERP solution will need to integrate with several SCV and State solutions in order to effectively modernize the in-scope business capabilities identified in Section 2.3. Many legacy applications are expected to be replaced with the selected ERP solution, but there are some applications which will persist and require an integration strategy. A conceptual view of SCV's envisioned ERP target state architecture with needed integrations is found below:

Figure 6: Target State Application Architecture
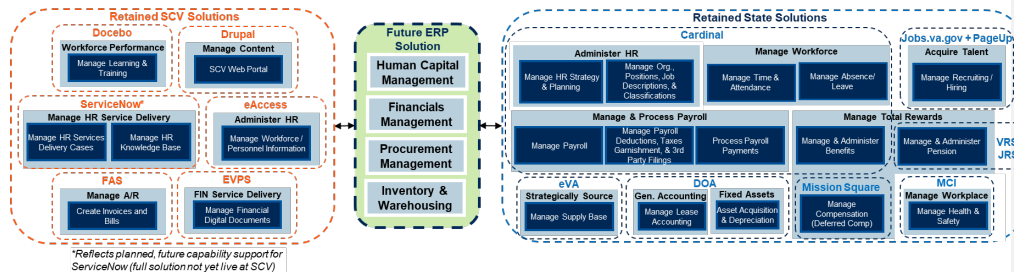
This RFP Package includes ***Exhibit 2 – Application Inventory and Interfaces*** to describe each of the key applications in our current environment along with an indication of which applications will remain and thus require future integration. Vendors should use this information as the basis for any services and/or tools you may propose to assist in articulating your integration approach. Any services or tools should be clearly stated and priced in Vendor's pricing response in ***Attachment 2 – Pricing.***

The Vendor is expected to provide its specific approach to integration so that the resulting Solution is seamless, and the system architecture is designed to allow for optimal scalability, flexibility, interoperability, and low ongoing total cost of ownership (TCO).

Master Data Overview

Supreme Court of Virginia is looking for the Vendors to ensure enterprise-wide data consistency as reflected in the H. Data Management requirements within ***Attachment 7 Technical Requirements***.

Note: The Supreme Court of Virginia would like to leverage current investments where possible (PowerBI, limited use of Crystal Reports), however it is seeking recommendations / industry best practices from its Vendors to ensure a robust, integrated MDM architecture and solution. Such recommendations / industry best practices should be reflected in the Comments cells in response to H. Data Management requirements within *Attachment 7 Technical Requirements*.

Analytics and Reporting Overview

At a minimum, Supreme Court of Virginia is looking for the Vendors to ensure enterprisewide analytics and reporting capabilities:

Supreme Court of Virginia would like to leverage its enterprise data warehouse, data lake, and analytics tools and platform (where possible) to meet its business intelligence and reporting needs. However, Supreme Court of Virginia is seeking to include industry and best practices for BI, reporting and Business Analytics. Supreme Court of Virginia and the selected Vendors will determine how best to utilize the operational analytic capabilities provided by the respective ERP solutions in a complementary or supplementary fashion to its own platforms.

Please reference *Exhibit 3 – Critical Reports Inventory* for a list of desired, prebuilt reports that should be provided as part of the Vendor's proposed solution.

Section 2.5 Requested Implementation Services Summary

We expect that the selected SI fulfills the services summarized below. The SI should assume that product-specific configuration / build / test activities, requiring recent and deep knowledge of full product capabilities, is provided at some level by the software Vendors or designated third party partners.

We expect the SI proposal to summarize and highlight your methodology, differentiators, tools, accelerators, etc. We also expect that the SI proposal clearly articulates the overall team (SI, Software Vendor/3rd party services, Supreme Court of Virginia) organization and staffing plan and associated assumptions. This information should synchronize with other information provided in other response documents (e.g., *Attachment 2 – Pricing*).

Implementation Services should consider the following:

- Governance And Project Management
  - Project Management and Planning (including supporting tools)
  - Governance and Support
  - Risk Management
- Planning and Design
  - Business Process Architecture and Reengineering
  - Use Case/User Story definition and Functional Requirement gathering
  - Solution Design, based on best practices and pre-configured solutions your organization might have
- Configuration, Build, Test

- o GUI / User Experience configuration and usability
- o Solution Configuration (including Workflow)
- o Integration Development
- o Data Cleansing and Migration (including supporting tools)
- o Security and Controls
- o Reporting & Analytics
- o Solution extensions
- o Testing (Unit, Integration, User, Performance, etc.)
- Deployment and Initial Support
  - o Cutover Prep and Cutover
  - o Immediate Post Go-Live Support Period
  - o Supporting documentation and knowledge transfer for all of the above
- OCM and Training
  - o Communications Planning & Execution
  - o Organization and Change Management
  - o Business Case Realization
  - o Training Development & Delivery

Vendors are also requested to provide an overview of Application Managed Services and pricing. In the coming years, Supreme Court of Virginia intends to explore an extension of its relationship with the SI to include AMS, dependent on the establishment of a successful relationship and successful application deployment over the course of SI services.

Application Managed Services should consider the following:

- Application Support
- Application Maintenance
- Application Development

Throughout the duration of all services, Supreme Court of Virginia may, at its discretion, engage with industry specialists for additional services. Supreme Court of Virginia will have the unilateral ability to add an Operational Level Agreement (OLA) for multiple Vendors to the Scope of Work (SOW) for ERP services, subject to mutual agreement.

Section 2.6 Implementation Considerations

Supreme Court of Virginia will seek the guidance and collaboration of the selected Vendors to create a practical and achievable deployment plan across its many employee types and individual sites. During the assessment phase, SCV built consensus on preference for a phased deployment approach, where each L1

business capability (i.e., HCM, FMS, P2P, IW; as identified in <u>Section 2.3</u>) is deployed sequentially to our user community; SCV/OES will look to responding Vendors to convey the best approach to this sequencing based on their previous experience implementing comprehensive ERP solutions in state and local governments. A "Big Bang" approach is unlikely to be successful given the scale of the deployment, broad scope of functionality, and intensity of change management that will be required. While not an exhaustive list, some considerations of Supreme Court of Virginia context for planning deployment include:

- The new ERP solution will need to run in parallel and coexist (through integrations) with SCV's other back-office solutions throughout the remainder of the implementation.

- The new ERP solution will need to integrate with one/more Commonwealth of Virginia ERP solution(s)

- Given the complex technology environment, there is likely to be an interim state for deployment that incorporates some applications that will be retired in the future.

- The Functional deployment option provides a cleaner functional alignment but requires the greatest number of temporary integrations, which results in a lower risk of failure than Big Bang.

- While process standardization is not as consistent as Big Bang, greater consistency can be seen across departments (unlike Departmental deployment where each department may push for processes to be tailored to their needs).

PART 3 – PROPOSAL PREPARATION & EVALUATION PROCESS GUIDELINES

Section 3.0 General Guidelines

This document is not an offer to enter into an agreement, but rather a request to receive a proposal from SIs interested in providing these services to Supreme Court of Virginia. Supreme Court of Virginia reserves the right, in its sole discretion, to reject the Vendor's proposal, in whole or in part, and/or to enter into negotiations with any party who meets the requirements of this document and provides the right solution to meet Supreme Court of Virginia's needs.

Supreme Court of Virginia also reserves the right to select and negotiate with any Vendor that demonstrates their ability to provide an appropriate solution and who Supreme Court of Virginia deems is most qualified to meet our scope requirements and objectives. Supreme Court of Virginia may terminate or suspend negotiations or discussions with any Vendor at any time for any reason without incurring any liability. Supreme Court of Virginia also reserves the right at any time to change the project timeline, schedule of events, or other business requirements as we deem necessary with notice to Vendors.

This document is intended to provide the Vendors with enough information to build and submit their proposals. Supreme Court of Virginia makes no representations or warranties regarding the accuracy or completeness of the information contained in this document or exhibits, schedules, and attachments hereto. Vendors are responsible for asking questions during the question-and-answer period of the RFP process if uncertain about a particular topic contained in this document and for making an independent evaluation of the information and/or data contained in this document. Questions or comments must be directed to the Supreme Court of Virginia SPOC as set forth in Section 1.1 above. Further, Vendors are responsible for their timely preparation and submittal of their proposals. It is the Vendor's responsibility to perform the necessary due diligence to obtain any additional information deemed necessary to complete their proposal.

Vendor's proposal is required to address all functional and technical Requirements, attachments, exhibits, schedules, commercial, and legal terms and conditions contained within this RFP as identified in the table within Section 1.4 'RFP Package Contents' and throughout Section 4.0 'General Response Instructions' This RFP is not an offer to contract. Only the execution of a Master Services Agreement (MSA) and Statement of Work (SOW) executed by Supreme Court of Virginia and the award recipient will obligate Supreme Court of Virginia and such Vendors in accordance with the terms and conditions contained in the MSA.

Any costs and expenses incurred by Vendors in responding to this RFP; in providing any information in connection with this RFP; in providing any oral presentations, demos and follow-up presentations; in participating in any related negotiation activities prior to execution of a MSA; and any other activities in support of, or associated with Vendor's proposal to this RFP or Vendor participation in the RFP process will be solely borne by, and be the sole responsibility of the Vendors and are not reimbursable by Supreme Court of Virginia or any of its affiliates under any circumstances, regardless of the conduct or outcome of the process.

All Vendor representations to Supreme Court of Virginia, whether verbal or written, will be relied upon by Supreme Court of Virginia in its evaluation of potential Software, Systems Integrator, and Application Managed Services Vendors. Supreme Court of Virginia will rely upon the Vendors' expertise to plan, design, configure, build, test, deploy, and support the solution, and to provide governance, project management, organizational change management, and training services, which fulfill Supreme Court of Virginia's defined business and project requirements. Supreme Court of Virginia will rely on the Vendors' represented expertise

and skills in the provision of the services and will hold the Vendors fully responsible and accountable for the provision of services under the eventual executed MSA.

All proposals must remain valid until Contract (MSA) award. All information should be submitted in the format stipulated in this RFP.

Section 3.1 Vendor Finalist Oral Presentations

Based on the evaluation committee assessment of responses by the evaluation committee, Vendor Finalists (based on evaluation scores) will be invited to conduct an oral presentation to the Supreme Court of Virginia team. The top three (3) scoring technical proposals are anticipated to be considered as Vendor Finalists. Each selected Vendor will be notified of their oral presentation date, to occur during the weeks identified in the table above. Oral Presentations will focus on demonstrating a strategic subset of the use cases described in *Exhibit 4 ERP Key Functional Use Cases* using the proposed solution.

Vendors should ensure that key members of their teams are prepared to participate in these sessions, which are **likely to be conducted on-site at Supreme Court of Virginia' corporate office in Richmond, Virginia. It is critical to the evaluation that SIs bring their proposed project team members / key personnel to the oral discussions.** Our overall schedule commitments to our executive team are dependent on these dates.

Supreme Court of Virginia anticipates that oral presentations will require three full days for each invited SW-SI pairing Vendor Finalist. Additional information on oral presentations, including agenda, use cases to be demonstrated, and services to be presented, will be communicated to Finalist Vendors with the notice of invitation.

Section 3.2 Use of Subcontractors

Vendors may propose to use a subcontractor(s) to make a complete offer to perform all of the Services. All proposed subcontractors will be subject to the terms and conditions of the RFP, and Vendors shall be responsible for any breach of such terms and conditions by any proposed subcontractor.

The conditions for proposing to use subcontractors include, but are not limited to, the following:

- The potential subcontractor must agree in writing to comply with the terms of the RFP.
- If selected, the SI will be the prime contractor in any future agreement with Supreme Court of Virginia. The SI will be ultimately responsible for the provision of all services, service levels, and inclusion of the subcontractor's cost within the SI's pricing and invoicing.

Section 3.3 Relationship of the Parties

The performance by Vendors of their duties and obligations under this document or when contracting with Supreme Court of Virginia shall be that of an independent contractor and nothing contained in this document or any future agreement, shall create or imply an agency relationship between Supreme Court of Virginia and Vendors. Vendors agree and represent that they are independent contractors, and their personnel are not Supreme Court of Virginia agents or employees for federal tax purposes and are not entitled to any Supreme Court of Virginia employee benefits. Vendors assume sole and full responsibility for their acts and the acts of their personnel. The Vendor and its personnel have no authority to make commitments or enter contracts on

behalf of, bind, or otherwise obligate Supreme Court of Virginia or any of its affiliates in any manner whatsoever.

Section 3.4 Vendor Obligations

All recipients of this document are responsible for and will bear all costs, expenses and liabilities incurred in the preparation of responses to this document regardless of whether a contract is awarded.
By submitting a response to this document:

- Vendors acknowledge that there is no conflict of interest regarding the scope of this effort (unless otherwise identified in *Attachment 14 Conflict of Interest Form*). Please reference Section 4.13 'Conflicts of Interest Form Review / Submission' of this document.

- Vendors represent that they have read and understand the document and, unless otherwise agreed to by Supreme Court of Virginia in writing, Vendors acknowledge that their response is based solely on the contents of this document.

- Vendors will be deemed to have examined the document, and all other information related to the document, and to have examined all information, which is relevant to the risks, contingencies and other circumstances which could affect the submission of a proposal, and which is obtainable by the making of reasonable inquiries.

- Vendors are further deemed to have made their own interpretations, deductions, and conclusions as to the costs of complying with all the obligations of this document, and of all matters necessary for the due and proper performance of any agreement entered by the parties.

- Vendor(s) represents that it is financially sound and able to perform services fully according to the requirements set forth in this document, including any specifications that the Vendor provides, delivery requirements, services, and other stipulations contained in the document at the price(s) quoted.

- Vendors have carefully read this document, attachments, schedules, and exhibits and understanding its contents.

All contact with Supreme Court of Virginia during the procurement stage of the project and subsequent selection process must be channeled through Supreme Court of Virginia SPOC. Any direct or indirect contact or any attempted direct or indirect contact concerning this document, with any employee of Supreme Court of Virginia or its affiliates, without the prior approval of the primary representative(s) at Supreme Court of Virginia, will be considered an attempt to exert undue influence on the selection process, and Supreme Court of Virginia may, in its sole discretion, result in the rejection of Vendor's response and subject Vendors to legal action by Supreme Court of Virginia.

Section 3.5 Virginia Public Procurement Act (VPPA)

This RFP is governed by the Virginia Public Procurement Act ("VPPA"), Code § 2.2-4300 et seq., and other applicable laws.

Anti-Discrimination- § 2.2-4310 and § 2.2-4311, and § 2.2-4343.1(E)

By submitting its proposal, a Supplier certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended as well as the Virginia Fair Employment Contracting Act of 1975, as amended; and, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the VPPA.

Ethics in Public Contracting - § 2.2-4367 et seq.

By submitting its proposal, a Supplier certifies that its proposal is made without collusion or fraud; that the Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with its proposal; and that the Supplier has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. In addition, a Supplier will disclose any actual or perceived conflicts of interest in its proposal and will notify the Supreme Court of Virginia/Office of Executive Secretary if it becomes aware of a potential conflict of interest in the future.

Announcement of Award - § 2.2-4300 et seq.

If a contract is awarded or announced as a result of this RFP, the purchasing agency will post notice of the award decision on the DGS/DPS eVA website (http://www.eva.virginia.gov) for a minimum of 10 days. No award decision will be provided verbally. Any final contract, including pricing, awarded as a result of this RFP will be made available for public inspection.

Prohibited Products and Services - § 2.2-5514

No Supplier may include as part of its proposal, whether directly or indirectly through subcontractors, any hardware, software, or services that have been prohibited for use on federal systems by the U.S. Department of Homeland Security. Please reference Attachment 8. 'Information Technology Terms and Conditions' for full details.

Prohibited Contributions and Gifts - § 2.2-4376.1

No Supplier that submits a proposal in response to this solicitation, and no individual who is an officer or director of the Supplier shall knowingly provide a contribution, gift, or other item with a value greater than $50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Secretary of Administration during the period between the submission of the proposal and the award of any resulting contract award with an expected value of $5 million or more doll

Section 3.6 Liability

The issuance of this RFP and the receipt of information in response to this RFP will not cause the Supreme Court of Virginia/Office of Executive Secretary to incur any liability or obligation, financial or otherwise, to any Supplier. The Supreme Court of Virginia/Office of Secretary assumes no obligation to reimburse or in any way compensate a Supplier for expenses incurred in connection with its proposal.

Section 3.7 Disclosure

Except as provided in paragraph II" below, all proceedings, records, contracts and other public records relating to this procurement shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.)

Section 3.8 Trade Secrets and Proprietary Information

FAILURE TO COMPLY WITH THE FOLLOWING STATUTORY REQUIREMENTS WILL RESULT IN ALL PROPOSAL MATERIALS BEING SUBJECT TO RELEASE TO OTHER OFFERORS AND THE PUBLIC IN ACCORDANCE WITH THE VPPA AND THE VIRGINIA FREEDOM OF INFORMATION ACT.

Pursuant to Code § 2.2-4342(F), trade secrets or proprietary information submitted by a bidder or offeror in connection with a procurement transaction (or, if applicable, a prequalification application submitted pursuant to subsection B of § 2.2-4317) shall not be subject to the Virginia Freedom of Information Act (Code § 2.2- 3700 *et seq.*) *if* a Supplier:

i). invokes the protections of this section in writing prior to or upon submission of the data or other materials,
ii). identifies specifically the data or other materials to be protected, and
iii). states the reasons why protection is necessary.

<u>**Please note**</u> that you may not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices. The classification of an entire proposal or of pricing as a trade secret or proprietary information is not acceptable and will not be honored by the Supreme Court of Virginia/Office of Executive secretary or the Commonwealth.

You should also provide as a separate appendix to your proposal a list of all pages in the proposal that contain proprietary information and the reason you deem the information proprietary.

Suppliers should keep in mind that procurement and contract records are generally public records open to inspection in accordance with the Virginia Freedom of Information Act (*see* Code § 2.2-4342(A)) and that transparency in procurement, contracting, and other governmental functions serves important public policy objectives. *See* Code §§ 2.2-4300(C) & 2.2-3700(B). Accordingly, Suppliers should not designate as trade secrets or proprietary information any more of their proposal than is necessary.

By submitting a proposal in response to the RFP, a Supplier grants the Supreme Court of Virginia/Office of Executive Secretary worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to retain, reproduce, and use the proposal (including any exhibits or other documents or materials the proposal incorporates) in any format for governmental purposes required or provided for by Virginia law. The foregoing includes, but is not limited to, the right for the Supreme Court of Virginia/Office of Executive Secretary to use information submitted in response to this document in any manner the Supreme Court of Virginia/Office of Executive Secretary may deem appropriate in evaluating the fitness of the services or solution(s) proposed.

Section 3.9 Excluded Parties List

A Supplier will not be awarded a contract if it, or any of its affiliates or subcontractors, is an excluded entity on the federal government's System for Award Management ("**SAM**") at https://www.sam.gov/SAM/, or the Commonwealth's Debarment List as provided by Code § 2.2-4321 at the time of award.

Section 3.10 eVA Procurement Website and Registration

The Commonwealth's procurement portal, eVA, located at http://www.eva.virginia.gov, provides information about Commonwealth solicitations and awards. Suppliers must be registered in eVA in order submit a proposal to this RFP. To register with eVA, select the "Register Now" option from the left-hand menu on the eVA homepage, http://www.eva.virginia.gov. For registration instructions and assistance, select the "New Registration" tab. For instructions and assistance with submitting proposals and accepting new orders, please select the "Get Help – Customer Care" tab.

Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.

Section 3.11 Disposition of Proposals

All proposals and other information and materials submitted by a Vendor in response to this RFP will become the property of Supreme Court of Virginia and will be retained by Supreme Court of Virginia. With a properly executed NDA in place, Supreme Court of Virginia reserves the right to share, with any third-party advisers and consultants of Supreme Court of Virginia, this RFP and any proposals and other information and materials received in response to this RFP or during the RFP process to assist Supreme Court of Virginia in the evaluation of the Vendors.

Section 3.12 Accuracy of Document

This document has been prepared by Supreme Court of Virginia and is being furnished solely for use by prospective Vendors so that they can prepare a written proposal to provide the services associated with this RFP. The information contained in this document has been prepared to assist Vendors in making their own interpretation and does not purport to contain all the information that a Vendor may desire. Supreme Court of Virginia shall have no liability for any misrepresentations (express or implied) contained in this document or any omissions from this document, or in or related to any other written or oral communications related to the project process. Nothing contained in this document can be relied upon as a promise, commitment or representation regarding future events or performance.

Section 3.13 Evaluation Process and Criteria

- To facilitate a timely and comprehensive evaluation of all submitted materials, Proposals shall be submitted using the format and instructions prescribed in Part 4.

- All Proposals that are compliant with proposal submission guidelines and that meet Supreme Court of Virginia' minimum qualifications (as identified in *Attachment 1 Vendor Information*) will be reviewed by the Supreme Court of Virginia evaluation team. The Supreme Court of Virginia evaluation team will not review any proposals where the minimum qualifications are not met. The Vendors who comprise the top three (3) scoring technical proposals are anticipated to be considered as Vendor Finalists and will be invited to a demonstration.

- Vendor Finalists will provide an Oral Presentation for the Supreme Court of Virginia evaluation team and business users. Key solution capabilities and alignment to Supreme Court of Virginia solution and service requirements will be evaluated. Each Vendor will be asked to demonstrate solution capabilities (anticipated to be a subset of *Exhibit 4. ERP Key Functional Use Cases*), implementation capabilities, accelerators, managed service capabilities, and other contextually appropriated information.

- Additionally, the evaluation team will use information provided within the Proposal, discussions with the Vendor and applicable references, and external research to make our decision. Pricing information will also be factored into the evaluation.

Emphasis will be placed on the importance of providing foundational, operational, and strategic value to Supreme Court of Virginia. Supreme Court of Virginia will look most favorably on those Vendors who demonstrate industry, solution, process expertise, competitive pricing, the capacity and capability to perform and deliver solutions and services as prescribed in this RFP, including all attachments, exhibits, and schedules requiring a Supplier's response, and can satisfy Supreme Court of Virginia's service requirements and project scope.

Supreme Court of Virginia will assemble an evaluation team to review and evaluate the RFP responses, the oral presentations, and participate in reference calls/visits. This evaluation team will be composed of members of internal business, IT and Procurement areas that are considered stakeholders for this project. In addition, members of our Executive Leadership Team may assess industry and commitments that are in the best interests of near-term implementation as well as longer term transformation objectives of Supreme Court of Virginia.

Supreme Court of Virginia anticipates that the following will be key factors in evaluating Vendor proposals and all Vendor oral presentation, demonstrations, and all other interactions with SCV as part of the evaluation process.

- **Organizational Qualifications and Experience** – SCV is seeking references, case studies and additional examples of successfully completed projects of similar scope and nature to SCV's ERP Modernization (please see *Attachment 1 Vendor Information*). These examples should be industry and process-relevant and demonstrate how the Vendor has addressed challenging projects within the Judicial and/or state public sector industry with both pragmatic and innovative solutions and approaches. These references should be able to be contacted should the Vendor be down selected for on-site orals. The scope of references must cover the three primary components of SCV's request: 1. software, 2. system integration services, and 3. application managed services. Should the scope of a given reference covers only a portion of these three scope areas, additional references should be provided in order to provide full coverage. In addition, SCV will examine the Vendor's Key Personnel demonstrated experience in similar transformation situations, successful implementation experience with the proposed solution, and appropriate staffing mix of functional/technical/management skills as well as local personnel. High importance will be placed on the SI's ability to provide the "A" team, not only on paper, but in face-to-face interactions throughout our evaluation and selection process, and the commitment of these personnel to the Supreme Court of Virginia project.

- **Proposed Solution** – The ability of the proposed ERP solution to satisfy SCV's complex, differentiating, and strategic business requirements within the areas of Human Capital Management, Financials Management, Procurement Management, and Inventory. All Proposals must clearly identify the solution(s) that satisfy the requirements of this effort. A specific response to functional scope coverage should be provided in *Attachment 6 Functional Requirements*. In addition, technical scope assumes that the ERP solution will be cloud-architected and provided via a public or private hosted SaaS subscription solution. The specific technical requirements should be covered in your response to *Attachment 7 Technical Requirements* as well as your answer to *Attachment 3 Security Questionnaire.*

- **Proposed Services –** The SI partner implementation/support services and approach, including, but not limited to, effort and approach across the transformation life cycle of planning, design, configuration,

build, test, train, deploy, and initial support and the AMS provider services for ongoing operational support (as identified in *Schedules B – D)*. Emphasis will be placed on approaches and differentiators that can deliver process transformation outcomes, with required change management, and out-of-the box solutions. Emphasis will also be placed on integration and data management approaches that will ensure a simple but agile architecture for flexible, holistic, and scalable growth as well as end-to-end orchestration of data and processes across the entire ecosystem. These services also include project management, governance, and relationship management services as well as organizational change services as required by such a comprehensive operational transformation. This includes the required coordination with other Program initiatives where interdependencies must be well-managed.

▪ **Pricing and Terms** – including, but not limited to, alignment of SI and SW pricing and effort, rate, and cost competitiveness, as well as alignment to Supreme Court of Virginia required commercial terms and conditions reflected in the MSA.

The Supreme Court of Virginia/Office of Executive Secretary may elect to continue the evaluation of the most qualified proposal (s) and may request that Suppliers clarify or explain certain aspects of their proposals.

A numerical scoring system will be used in evaluation of proposals. The point values assigned to each of the evaluation criteria shall be posted in eVA prior to the due date and time for receiving proposals.

At any point in the evaluation process the Supreme Court of Virginia/Office of Executive Secretary may employ any or all of the following means of evaluation:

- Reviewing industry research
- Supplier presentations
- Supplier's status as a small business or micro business, including small or micro businesses that are owned by minorities, women, or disabled veterans, and certified by the Department of Small Business and Supplier Diversity ("DSBSD")
- Site visits
- Contacting Supplier's references
- Review of Supplier's ability and willingness to comply with the commonwealth's security and data privacy policies, standards, guidelines and related contract terms as specified in the RFP
- Product demonstrations/pilot tests/detailed demonstrations
- Review of pricing
- Contacting Supplier's customers
- Interviewing key personnel
- Requesting Suppliers elaborate on or clarify specific portions of their proposal, including, as applicable, any responses to the RFP's security requirements

The Supreme Court of Virginia/Office of Executive Secretary may limit all of the above to the most qualified proposals. No Supplier is guaranteed an opportunity to explain, supplement or amend its initial proposal. Each Supplier is encouraged to ensure that its initial proposal contains and represents its best offering. **You should submit your best proposal and not assume there will be an opportunity to negotiate, amend or clarify any aspect of your initial submitted proposal.**

The Supreme Court of Virginia/Office of Executive Secretary will select for negotiation those proposals deemed to be fully qualified and best suited based on the factors as stated in the RFP. Negotiations will be conducted with these Suppliers. After negotiations, they may select the proposal(s) that, in its opinion, is the

best proposal(s) representing best value and may award a contract to that Supplier(s). For purposes of this RFP, the Supreme Court of Virginia/Office of Executive secretary will determine best value based on the value relative to the cost of the Service/Solution, giving consideration to the project's budget objectives. If this is a cloud-based procurement (i.e., off-premises hosting), following the Supreme Court of Virginia/Office of Executive Secretary's selection of the best proposal(s) representing best value to the commonwealth, Supplier's failure to successfully answer, negotiate, and/or comply with any resulting security requirements that may arise in order to approve Supplier's cloud application, may result in removal from further consideration.

If any Supplier fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Supreme Court of Virginia/Office of Executive Secretary may terminate negotiations with that Supplier at any time.

The Supreme Court of Virginia/Office of Executive Secretary reserves the right, at its sole discretion, to reject any proposal or cancel and re-issue the RFP. In addition, the Supreme Court of Virginia/Office of the Executive Secretary reserves the right to accept or reject in whole or in part any proposal submitted, and to waive minor technicalities when in the best interest of the Commonwealth.

THE SUPREME COURT OF VIRGINIA/OFFICE Of EXECUTIVE SECRETARY SHALL NOT BE CONTRACTUALLY BOUND TO ANY SUPPLIER PRIOR TO THE EXECUTION OF A DEFINITIVE WRITTEN CONTRACT.

It is imperative that the chosen Vendors provide innovative thought-leadership and guidance to Supreme Court of Virginia to help deliver the desired outcomes from the new ERP solution as outlined earlier in this document. That knowledge should come from the Vendor's experience of having worked with other Judicial industry organizations that have reimagined user experiences. Supreme Court of Virginia will use its own best judgment and consideration in evaluation and selection, with the final selection to be based upon the following evaluation criteria weighting:

Evaluation Criteria	Points	Sub-Criteria
Qualifications and Experience	200	Company Qualifications (SW, SI & AMS)
		Product Management Approach & Strategy
		Proposed Team & Interactions
		Experience Record
		References (3 Minimum)
Proposed Solution	350	Functional Requirements
		Nonfunctional (Technical) Requirements
Proposed Services	350	Implementation Approach
		Implementation Services
		Application Managed Services (AMS)
		Project Management
Contract Alignment & Due Diligence	100	Contract Terms & Conditions
		SLA Alignment
		SWaM Utilization
Price	200	Price

| **Total Points** | **1,200** |

PART 4 – PROPOSAL RESPONSE INSTRUCTIONS

Section 4.0 General Response Instructions

To facilitate a timely and comprehensive evaluation of all submitted materials, proposals shall be submitted following the instructions provided in this section.

The Vendor's response must be made in accordance with all guidelines and requirements set forth in this RFP package. Proposal responses must be received by **2:00 PM ET on March 14th, 2024.**

Section 4.1 Executive Summary

Provide an executive summary in Microsoft Word format for the combined Software and Systems Integrator proposal submitted. This section should summarize the key aspects of your response in no more than 10 pages and should follow the general guidelines below:

- Your understanding of the requested services and your ability to cover the breadth and depth required

- Distinguishing characteristics, including the fit-for-purpose applications/modules and their ability to support SCV's unique needs; proven track record of providing ERP software and implementation services for clients in similar size and nature to SCV; the roles and qualifications of the SI and/or affiliations (i.e., SW, subcontractors) included in the proposal; and relevant qualifications for performing each of the roles

- Schedule and approach, highlighting key accelerators and industry-specific tools and best practices you are proposing

- A summary of what you believe to be a compelling business case for Supreme Court of Virginia

- Any issues or concerns that you envision being associated with fulfilling the requirements of the RFP; cite specific suggestions for mitigating associated risks

- Identify an executive sponsor

Supreme Court of Virginia Enterprise Resource Planning (ERP) Modernization

Software (SW) and System Integrator (SI) Services Request for Proposal

Section 4.2 Proposal Document

In order to be considered for selection, Suppliers must submit a complete response to this RFP as described herein utilizing eVA, the Commonwealth's electronic procurement system ('**eVA**"), no later than 2:00PM ET March 14th, 2024.

ONLY ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. **Proposals received via hand-delivery, mail, email, or fax will not be accepted**. Suppliers must be registered in eVA to submit a response to this RFP.

Please submit the following:

- One unredacted (1) electronic copy of each file.

- One (1) redacted electronic copy of each file titled "Redacted" with all redactions, if necessary, consistent with the requirements specified in **Section II, "Trade Secrets and Proprietary Information."**

It is the responsibility of the Supplier to ensure their proposal and all required documentation is properly completed, readable, and uploaded to eVA by the date and time as noted above. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. Any proposals received after the deadline will not be considered. Suppliers shall make no other distribution of their proposals. In the event of any technical difficulties, Suppliers must contact the eVA Customer Care Center at the following link https://eva.virginia.gov/get-help-customer-care.html and click on the link "Supplier Assistance Request Form."

All proposal materials should be provided in either Microsoft Word or Excel, as specified, with no passwords utilized for any document access.

The proposal must be signed by an authorized representative of the Supplier.

Submit a proposal document for the ERP software and implementation services being proposed. Proposals must be labeled as "Supreme Court of Virginia ERP Software and Solution Implementation Services Proposal." This document will allow the Vendors to articulate a full but concise and focused description of its proposed ERP Solution, implementation approach, assumptions, methods/tools, differentiators, change management approach, integration approach, team staffing, 3rd party partnering approach, schedule, etc. It is important that the proposal reflects the context of Supreme Court of Virginia's situation, as explained within the contents of this RFP package.

The maximum file size per attachment is 60 MB; however, there is no limit on the number of files you may attach. If the size of the file is greater than 60 MB, the file should be broken down into smaller files and labeled in sequential order (Ex: Part 1, Part 2 or Tab 1, Tab 2).

A concise and easy-to-read response will be highly appreciated by reviewers. A generic document or linkages/attachments to marketing material will not be looked at favorably during Supreme Court of Virginia's evaluation.

To enable an efficient proposal review process, proposals should be prepared and organized as indicated below, providing a concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Part I – Technical Proposal

1.0 Executive Summary *(see above)*

2.0 Organizational Qualifications and Experience – Provide an introduction overview of each of your firm's organizational capability and relevant experience (e.g., corporate profile). Please include a description of your firms' experience implementing ERP Solutions for large, complex institutions, preferably in

government and/or Judicial systems. This section of the technical proposal should complement the information requested as part of *Attachment 1 Vendor Information*.

2.1 *Relevant Experience Record* – Provide an overview of your relevant prior project history, at minimum with complex public institutions, preferably in state/local government and especially in Judicial systems. Within your response, please elaborate on your firms' track record for delivering projects similar to SCV's ERP Modernization on-time and on-budget.

2.2 *References* – Provide an overview of SW and SI references, which include a minimum of three (3) client references each for both the proposed Software Vendor and Systems Integrator Service Vendors. In addition to listing your customer references, please explain why each of the references best represent your firm and specifically your proposal for SCV.

2.3 *Project Team Staffing* – Provide an introduction and overview of your proposed project staffing and resource management, including a fully detailed project organization chart with named resources for Key Personnel (as outlined in *Schedule A Key Personnel*). Please also provide proposed team member resumes as a separate appendix. SCV will pay close attention to the degree to which proven individuals with demonstrated success working on large scale ERP modernizations have been proposed.

2.4 *Product Management Approach and Strategy* – Provide an overview of the proposed ERP solution's product development process, including how this process focuses on customer needs. SCV is particularly interested in learning more about each ERP software's product roadmap.

3.0 Proposed Solution **–** Provide an introduction and overview of the proposed ERP solution and explain why it is the best solution for the Supreme Court of Virginia. Discussion of the proposed solution should be specifically tailored to SCV and its ERP Modernization.

3.1 *Functional Solution* – Provide an overview of how your proposed ERP solution will address the use cases for Human Capital Management, Financials, Procurement, and Inventory/Warehousing as detailed in *Exhibit 4 ERP Key Functional Use Cases*. This narrative should complement your responses to *Attachment 6 Functional Requirements.*

3.2 *Technical Solution* – Provide an overview of how the proposed ERP solution will holistically address technical requirements defined by SCV in *Attachment 7 Technical Requirements* and the integration/interfaces outlined in *Exhibit 2 Application Inventory and Interfaces*. This overview should include the most relevant and key technical aspects of the solution, such as solution architecture, infrastructure, information architecture, integration architecture and design, and security architecture, and should complement your responses*.*

4.0 Proposed Services **–** Provide an introduction and overview of your proposed services, including but not limited to solution implementation planning, design/build, testing, deployment, as well as organizational change management.

4.1 *Solution Implementation Plan* – Describe your proposed approach for implementing the proposed Solution for SCV's modernized ERP. Within this plan, please indicate your preferred implementation approach (e.g., agile, waterfall, hybrid) and estimated go-live dates (preferable at fiscal year-end; i.e., end of June if this reasonably coincides with the project timeline) for in-scope functional areas defined in this RFP. As noted earlier, SCV would prefer to follow a phased

Commented [A2]: Based on a comment from 12/22:

Do you have a date in mind? Suggest providing a date and having Suppliers indicate whether or not they can meet the go-live date.

Commented [A3R2]: Added: "i.e., end of June if this reasonably coincides with the project timeline."

Commented [A4R2]: OK

deployment approach based on agile principles and capability grouping instead of a big bang approach.

Note that SCV has a strong preference for phased implementation approach, i.e., a series of prioritized, sequenced and coordinated Solution releases that build toward full implementation of the selected Proposer's Solution. SCV's preference for a phased approach is based on the intent to deliver end-user value early and regularly throughout the implementation, and also to help plan and manage the input and participation required from end users with respect to Organizational Change Management and Training activities.

4.2 *Governance and Project Management Services* – Provide an overview of your proposed project management approach and methodology. Within your response, please elaborate on how your approach aligns to, or differs from, the services outlined in ***Schedule B-0 Governance and Project Management***.

4.3 *Planning & Design Services* – Provide an overview of your project initiation and planning activities that will position SCV to successfully engage and collaborate with Vendors to leverage out-of-the-box / configurable solution functionality. SCV expects design activities to be an iterative process with frequent demonstration of developed features and SCV staff involvement in the design process. Within your response, please elaborate on how your approach aligns to, or differs from, the services outlined in ***Schedule B-1 Planning and Design***.

4.4 *Configuration, Build, Testing and Data Migration Services* – Provide an overview of your approach to solution configuration and build, data conversion and migration, and overall testing across all required testing types. Within your response, please elaborate on how your approach aligns to, or differs from, the services outlined in ***Schedule B-2 Config, Build, Test***, ***Data*** and requested reports outlined in ***Exhibit 3 Critical Reports Inventory.*** As part of your response, please indicate:

- The extent to which SCV staff (functional/technical) will be involved in configuration and build activities

- Your approach for maintaining the connection between your proposed Solution and SCV's current data warehouse during data conversion/migration

- What defect types will be utilized (e.g., design defect, data defect) as well as processes for assessing, remediating, retesting and closing defects.

NOTE: SCV requires that all data be migrated from the legacy systems to the future ERP solution for administrative operations, or the Contractor shall provide suitable alternatives for consideration. SCV has identified 3,300 unique individuals' records/personal action data for current employees and 11,500 unique individual's records to be retained in the application for former employees that will be migrated in a way that it can be acted on (i.e., retrieved, updated, saved, and exported). In addition, SCV requires that 5 years of master financial data (e.g., GL balances, budget) and active/open suppliers, projects, and grants will be migrated in a way that it can be acted on as previously detailed (i.e., retrieved, updated, saved, and exported). . Please outline the Vendors' approach to active data vs. view only/reportable data when determining data migration. For more information on key volumetrics relating to data conversion/migration, please see the table in ***Schedule B-2 Config, Build, Test***, ***Data***.

4.5 *Deployment and Initial Support Services* – Provide an overview of how production releases will be managed, deployed, and validated, and, if necessary, rolled back. Please also describe your proposed approach for providing remediation of critical defects through hypercare services, while also clearly specifying the timing and duration of hypercare periods with respect to your proposed solution deployment approach and timeline. Within your response, please elaborate on how your approach aligns to, or differs from, the services outlined in *Schedule B-3 Deployment and Initial Support*.

4.6 *OCM and Training Services* – Describe your detailed approach to OCM that helps demonstrate the value of the new ERP solution to SCV staff, local courts, and suppliers. SCV views OCM as one of the most critical aspects of the ERP modernization. As such, SCV expects that the selected Vendors will take a highly hands-on approach to OCM that is designed and sequenced to ensure optimal readiness for solution releases. Within your response, please indicate how you propose to involve SCV staff in OCM activities, as well as your plan to ensure OCM activities are fully integrated throughout the life of the project. Please also elaborate on how your approach aligns to, or differs from, the services outlined in *Schedule B-4 OCM & Training Services*.

4.7 *Application Managed Services* – Please describe your proposed approach to AMS, including providing seamless support as tasks arise, including managing cloud applications, upgrading software solutions, and sending alerts to management of critical issues about applications. AMS also includes supporting SCV with adopting new applications by first installing, configuring and then testing the solution before it is completely rolled out to the team. Within your response, please identify any exceptions to *Attachment 15. Service Level Requirements* and highlight how your approach aligns to, or differs from, the services outlined in *Schedule D Application Managed Services*.

Part II – Price Proposal

Proposing ERP Software and Systems Integrator pairings should complete *Attachment 2 Pricing*, which requests cost information for system implementation, initial/ongoing software use, and application managed services.

Section 4.3 Vendor Information

Attachment 1 – Vendor Information facilitates submission and review of the vendor information requested, including responses to minimum qualifications and a summary of the Vendor's corporate profile, experience, and references. Vendor information must be completed for all vendors (SI, SW, AMS). Vendors may elect to submit three separate Attachment 1 files, one for each vendor, as part of their RFP proposal response. Please follow the instructions within the template.

Section 4.4 Pricing

Attachment 2 – Pricing facilitates submission and review of software and system implementation pricing and associated assumptions. Please follow the instructions within the template.

Section 4.5 Security & Risk Questionnaire

Attachment 3 – Security Questionnaire facilitates a response to specific security requirements expected of all Supreme Court of Virginia Vendors. Both the Software (SW) and Systems Integrator (SI) Vendors must complete this attachment separately and submit both copies as part of their RFP proposal response. Please follow the instructions within the template.

Section 4.6 RFP Exceptions

Attachment 4 – Proposer Exceptions provides Vendors an opportunity to note exceptions to the scope of solution capabilities, services, terms, and/or conditions as dictated by SCV through this RFP. These responses will ensure full transparency into the future working agreement between SCV and the selected Vendors, thereby ensuring a more equitable evaluation and scoring process and an expedited contract negotiation period.

Section 4.7 Vendor Q&A Submission

Attachment 5 – Q&A Submission Template is offered to all Vendors to allow for submission of questions that will be answered by Supreme Court of Virginia. Associated dates for these activities are included in the RFP Schedule within this document.

Section 4.8 ERP Solution Functionality

Attachments 6 Functional Requirements facilitates a response to how the proposed ERP solution will address SCV's unique and differentiating business needs, while *Attachment 7 Technical Requirements* facilitate a response to how the proposed ERP solution will address SCV's technical needs.

Section 4.9 Information Technology Terms and Conditions Review / Submission

Vendors should review and provide revisions to the included Supreme Court of Virginia MSA *Attachment 8 Information Technology Terms and Conditions*. Finalization of the attachment will occur with selected Vendors prior to award.

Section 4.10 Lobbying Form Review / Submission

All vendors interested in conducting business with the Supreme Court of Virginia ("SCV") must complete and return *Attachment 11 Lobbying Form*.

Section 4.11 ECOS Standard Form Review / Submission

If this RFP includes requirements for cloud services (e.g., Software as a Service, Platform as a Service, or Infrastructure as a Service), in order to be awarded a contract, an assessment must be conducted by SCV based on Supplier's responses to *Attachment 12 ECOS Standard Form* of the RFP, "Security Assessment and Governance Map for Non-Premise Based Services" ("**Security Assessment**"). The Security Assessment should be completed at the same time as your proposal but *should not* be submitted along with your proposal. Instead, if a Supplier is selected to go forward in negotiations, the SPOC will request that such Supplier submit its completed Security Assessment and the Suppliers are encouraged to immediately do so upon request.

Section 4.12 Small Business (SWaM) Subcontracting Plan

It is the policy of the Commonwealth to contribute to the establishment, preservation, and strengthening of small businesses and micro businesses, including those small or micro businesses owned by women, minorities, or service-disabled veterans; and to encourage their participation in Commonwealth procurement activities. Further, AGENCY is committed to enabling a minimum of three percent (3%) participation by small businesses that are service disabled veteran-owned businesses, as defined in Code §§ 2.2-2000.1 and 2.2-4310, when contracting for information technology goods and services. The Commonwealth encourages all Suppliers to provide for the participation of these small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Any business that is a small business, a small woman-owned business, a small minority-owned business, or a small service disabled veteran-owned business, as defined in Code § 2.2-4310 or § 2.2-1604, or a certified micro business as defined in Executive Order Number 35 (2019), is a "**SWaM**" business. No Supplier will be considered a SWaM business unless certified by the DSBSD by this RFP's proposal due date and time. For information, go to: http://www.sbsd.virginia.gov/.

Please provide a Small Business Subcontracting Plan as set forth in **Attachment 13**. Please state the amount of the overall commitment percentage that will be directly spent with SWaM subcontractors in performing the Requirements of the contract.

Describe in detail information on all mentor-protégé programs and participation that your firm is involved with.

Following contract award, Supplier(s) must submit a report including payments made to all subcontractors (including both SWaM-certified and non-SWaM certified subcontractors) in accordance with the "Small Business Procurement and Subcontracting Spend" section of the contract.

All amounts paid to SWaM-certified businesses are subject to monitoring and enforcement mechanisms. Failure to obtain the proposed participation percentages in accordance with the SWaM Subcontracting Plan may result in breach of the contract.

Section 4.13 Conflicts of Interest Form Review / Submission

All vendors interested in conducting business with the Supreme Court of Virginia ("SCV") must complete and return *Attachment 14 - Vendor Conflict of Interest Disclosure Form* to be eligible to be awarded a contract. The form must be used to advise Supreme Court of Virginia of any potential conflicts of interest or personal or commercial relationships that exist and should be taken into consideration when evaluating your proposal.

Section 4.14 Service Level Requirements Review/Submission

Attachment 15. Service Level Requirements facilitates a Vendor response on SCV's service level requirements. Vendors must complete and return the attachment.

Section 4.15 SCC Form Review/Submission

Attachment 16. SCC Form facilitates a Vendor response regarding SCC registration. Vendors must complete and return the attachment.