STATE OF TENNESSEE ADMINISTRATIVE OFFICE OF THE COURTS

REQUEST FOR PROPOSALS FOR
Statewide Court CMS and eFiling Application

RFP # 44-283
Amended on 08/31/2026

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1. INTRODUCTION

The State of Tennessee, Administrative Office of the Courts (AOC), hereinafter referred to as "the State," issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors, or suppliers.

1.1. Statement of Procurement Purpose

The State issues this RFP for a Statewide Case Management System (CMS) and eFiling Application for Tennessee's courts including Circuit, Chancery, Criminal, Probate, General Sessions and Juvenile Courts.

Currently, Tennessee courts utilize a variety of CMS solutions across the state (i.e., ~14 different CMS). While the AOC-provisioned on-premises CMS is predominantly used in most small to medium-sized courts (e.g., Coffee, Bradley, Franklin, and Pickett counties), there is also a mix of COTS and custom-built solutions employed throughout the state, including in larger courts (e.g., Davidson, Shelby, Knox, Hamilton counties). The Statewide CMS must offer both statewide and local flexibility, interoperability, and robust security to effectively address the diverse operational needs of Tennessee's Trial Courts.

The Statewide CMS and eFiling Application will enable the state to transition from its present state of disparate CMS and eFiling applications to a unified, statewide commercial off-the-shelf (COTS) Software as a Service (SaaS) CMS and eFiling Application Solution.

NOTICE: The response to this RFP should not include CMS or eFiling application Solution for Appellate and Supreme Courts, which are outside the scope of this procurement. What is in scope is the ability to transmit records between courts and up to the appellate court.

1.2. Provider Partnership Requirements

The CMS provider must be the prime contractor (Prime) for this procurement.

The CMS provider may partner with a separate eFiling vendor as a subcontractor if necessary to deliver the comprehensive solution described herein; however, the CMS provider will be responsible for the overall project management and will be the primary contact and the primary party in the contractual relationship with the State. The eFiling vendor will function as a subcontractor under this arrangement, ensuring only one contract for the State to manage.

The State expects the Prime to lead and manage a successful partnership with any subcontractor. This relationship is crucial to achieving a cohesive and seamless statewide court technology solution implementation.

Partnership Management

The Prime is responsible for establishing a robust governance structure and clear communication protocols to manage the relationship effectively. This includes defining and coordinating roles and responsibilities and maintaining accountability and transparency throughout the project.

Implementation Cohesion

The Prime is tasked with maintaining a cohesive implementation managing the project timeline, milestones, and deliverables to align solution components and the subcontractor vendor. This alignment is critical to minimizing disruptions and ensuring a smooth rollout of the new Solution.

Risk Mitigation

The Prime must proactively identify risks associated with the partnership and implement strategies to mitigate these risks. This proactive approach is essential to mitigate challenges and enable overall project success, on time, in scope, and within budget.

1.3. Estimated Volume of Users and Cases

Tennessee's 95 counties are divided into 32 judicial districts. Within each district are Circuit Courts and Chancery Courts, as provided by the State constitution. Some districts also have other legislatively established courts, like Probate, General Sessions, Juvenile and Criminal Courts. Judges of all state courts are elected to 8-year terms.

Circuit Courts

Circuit Courts are courts of general jurisdiction in Tennessee. Circuit Court judges hear civil and criminal cases and appeals of decisions from Juvenile, Municipal, and General Sessions Courts. The jurisdiction of Circuit Courts often overlaps that of the Chancery Courts. Criminal cases are tried in circuit court except in districts with separate Criminal Courts established by the legislature.

Chancery Courts

Chancery Courts are courts of equity that are based on the English system in which the Chancellor acted as the "King's conscience." A chancellor, the judge who presides over Chancery Courts, may modify the application of strict legal rules and adapt relief to the circumstances of individual cases. Chancery Courts handle a variety of issues including lawsuits, contract disputes, application for injunctions and name changes. A number of matters, such as divorces, adoptions, and workers' compensation, can be heard in either Chancery or Circuit Court.

Criminal Courts

Criminal Courts were established by the legislature to relieve Circuit Courts in areas with heavy caseloads. In addition to having jurisdiction over criminal cases, Criminal Court judges hear misdemeanor appeals from lower courts. In districts without Criminal Courts, criminal cases are handled at the trial level by Circuit Court judges.

Probate Courts

Probate Courts were created by the legislature and given jurisdiction over probate of wills and administration of estates. Probate judges also handle conservatorships and guardianships.

General Sessions Courts

General Sessions Court jurisdiction varies from county to county based on state laws and private acts. Every county is served by this court of limited jurisdiction, which hears both civil and criminal cases.

Civil jurisdiction is restricted to specific monetary limits and types of actions. Criminal jurisdiction is limited to preliminary hearings in felony cases and misdemeanor trials in which a defendant waives the right to a grand jury investigation and trial by jury in Circuit or Criminal Court.

General Sessions judges also serve as juvenile judges except in counties in which the legislature has established separate Juvenile Courts.

Juvenile & Family Courts

Tennessee is home to 98 Juvenile Courts with 109 Juvenile Court judges and 45 magistrates. Of these 98 courts, 17 are designated "Private Act" Juvenile Courts while the remaining 81 are General Sessions courts with juvenile jurisdiction. Each court, except for Bristol and Johnson City, is county-based and administered with at least one Juvenile Court located in each of the State's 95 counties. While all of Tennessee's courts with juvenile jurisdiction do their best to follow the procedural guidelines established by the Tennessee

Rules of Juvenile Procedure, there is little standardization in juvenile court case management procedures and court administrative practices. This means that the systems and practices in Tennessee's Juvenile Courts vary widely and tend to reflect the needs and preferences of the people living in that community.

Business Court Docket

The Business Court Docket Pilot Project was originally established by Supreme Court order in 2015 and was extended in April and December 2017, with slight modifications. Since its founding, 145 cases have requested transfer to the specialized docket with litigants ranging from large, national companies to small businesses that meet the criteria set forth by Supreme Court Order. The specialized court docket has developed a body of corporate and commercial jurisprudence covering business topics ranging from contract interpretation to corporate e-discovery to business organization to trade secrets and more.

Three-Judge Panel

In May 2021, the State created special three-judge panels for cases that meet specific criteria. Under the law, the Supreme Court selects two trial court judges to sit with the judge to whom the case was originally assigned. There must be one judge from each of Tennessee's three grand divisions and the Supreme Court designates a chief judge for the case. On the panel, a majority vote rules. The venue for the case is the county where the plaintiff resides and is Sumner County if the plaintiff is not a Tennessee resident.

Court Clerks

Court clerks ensure the efficient operation of State courts by maintaining dockets and records, handling administrative matters and serving as good will ambassadors to the public. Circuit Court clerks are county employees who are elected in each county to serve four-year terms. In some counties, circuit court clerks also serve as the clerk for General Sessions courts.

Each Chancery Court is served by a clerk and master who is appointed by the Chancellor, the Chancery Court judge, to serve a six-year term.

Circuit Courts clerks also serve as General Sessions Court clerks in counties that do not have General Sessions Court clerks. They are elected in each county, for 4-year terms. Clerks also are elected in counties that have Probate and Criminal Courts.

In Chancery Courts, the clerk is called a "Clerk and Master", who is appointed by the Chancery Court judge for a 6-year term.

Four hundred (400) courts statewide will use the CMS and eFiling Application Solution.

Estimates of external users are unavailable; internal users of the CMS and eFiling Application Solution will include two hundred thirty-eight (238) clerks and three hundred nineteen (319) judges, along with deputy clerks, judicial assistants, and system administrators.

A Chart of Tennessee Counties by Population is included in RFP Appendix E. A Legacy CMS List is included in RFP Appendix F.

2024 case volumes are as follows*:

- Civil Sessions – 170,504
- Criminal Sessions – 390,662
- Circuit CV – 43,969
- Circuit CR – 150,146
- Chancery – 55,675
- Probate – 6,255

***Note**: 2024 case volume data incomplete due to current federated system. 2024 case volumes data omits roughly 30% of State population.*

1.4. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., Pro Forma Contract details the State's requirements:

- Scope (Section A);
- Term of Contract (Section B);
- Payment Terms and Conditions (Section C);
- Mandatory Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

All terms defined in RFP Attachment 6.6, Pro Forma Contract shall have the same definition for purposes of this RFP.

1.5. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Respondent on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or Tennessee state constitutional or statutory law. The Respondent pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.6. RFP Communications

1.6.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 44-283

1.6.2. Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.

1.6.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Jennifer Williams
jennifer.n.williams@tncourts.gov

1.6.3. Only the State's official, written responses and communications with Prospective Respondents or Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Prospective Respondents or Respondents are unauthorized, unofficial and non-binding.

1.6.4. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.

1.6.5. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: https://tncourts.gov/tennessee-statewide-court-information-systems-technology-solution

1.6.6. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.6.7. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make

reasonable efforts to ensure the accuracy of such data or information. However, it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.7. Assistance to Respondents with a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

Prospective Respondents may contact the Solicitation Coordinator to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations.

1.8. Respondent Required Review & Waiver of Objections

Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.9. Pre-Response Conference

The State will not be holding a Pre-Response Conference for this RFP.

1.10. Request for SharePoint Access

Respondents will have the opportunity to submit optional video demos of their solution to the State. The State will provide a SharePoint site to enable Respondents to upload these videos.

Before the Request for SharePoint Access date detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator the information below in the form of a simple e-mail:

- the business or individual's name (as appropriate);
- a contact person's name and title who will be responsible for uploading the video demos to the SharePoint;
- the contact person's telephone number and e-mail address.

Requesting SharePoint access creates no obligation and is not a prerequisite for submitting the Technical Response and Cost Proposal, however, it is necessary to ensure Respondents can upload these videos if they choose.

The purpose of the Request for SharePoint Access is to establish the Respondent's SharePoint access and provide sufficient time for video demo recordings to be uploaded.

1.11. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	DATE
1. RFP Issued	March 24, 2026
2. Disability Accommodation Request Deadline	March 31, 2026
3. Request for SharePoint Access	April 7, 2026
4. Reference Questionnaire Deadline	Received by April 14, 2026 at 4:30 p.m. CT
5. Response Deadline	Received by April 14, 2026 at 4:30 p.m. CT
6. Evaluation Period Begins	April 15, 2026
7. State Completion of Response Evaluations	May 22, 2026
8. Negotiation	May 25 – September 14, 2026
9. Intended Contract Completion Date	September 14, 2026

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary**. **It is the Respondent's responsibility to check for updates to this RFP using the website referenced in section 1.6.5.**

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of the following parts:

a. Technical Response (RFP Attachment 6.2) – submitted by the Respondent
   i. The Optional Video Demos are optional and are to be submitted by the Respondent, as applicable.
b. Cost Proposal (RFP Attachment 6.3) – submitted by the Respondent
c. Reference Questionnaires (RFP Attachment 6.4) – submitted directly to the State by the Respondent's references

3.1.1. <u>Technical Response.</u>

RFP Attachment 6.2., Technical Response provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, approach items, and optional video demos all of which must be addressed with a written response and, in some instances, additional documentation.

3.1.1.1. A Respondent must duplicate and use the RFP Attachment 6.2., Technical Response to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers or other markers, as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response must emphasize completeness and clarity. A response, as well as any reference material presented, must be written in English. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response must correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. The Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response; or

b. The Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response.

3.1.1.5. The Optional Video Demos are part of the Technical Response. The video demos, if submitted, must be recorded in accordance with the instructions in RFP Attachment 6.2. - Section D and submitted as outlined in section 3.2.2.3 below.

3.1.2. <u>Cost Proposal.</u> A Cost Proposal <u>must</u> be recorded on an exact duplicate of the RFP Attachment 6.3, Cost Proposal.

NOTICE: If a Respondent fails to submit a cost proposal <u>exactly</u> as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal <u>and must NOT record any other rates, amounts, or information.</u>

3.1.2.2. The proposed cost shall incorporate <u>ALL</u> costs for services under the contract for the total contract period.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.3. <u>Reference Questionnaire.</u> The Reference Questionnaires must be completed and submitted directly to the State by each reference in accordance with RFP Attachment 6.4 and no later than the deadline

detailed in RFP Section 2, Schedule of Events.

3.2. Response Delivery

3.2.1. A Respondent must ensure that the Technical Response, Cost Proposal, Reference Questionnaire, and Optional Video Demos files meet all form and content requirements, including all required signatures, as detailed within this RFP. The Technical Response, Cost Proposal, and Reference Questionnaire must be submitted using the Email Submission format. The Optional Video Demos, if submitted, must be submitted using the SharePoint Submission format.

3.2.2. A Respondent must submit their response using the formats below.

3.2.2.1. E-mail Submission

For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in one (1) e-mail message provided the total size of all response documents is less than 80 megabytes (MB). If the response documents total more than 80 megabytes (MB), the response must be submitted in two (2) or more email messages. The email subject must be clearly identified as follows: "**[RESPONDENT LEGAL ENTITY NAME]** RFP #44-283 RESPONSE".

If submitting a response using more than one (1) e-mail message due to the size requirement listed above, denote accordingly by adding a suffix to the end of the e-mail subject, e.g., "1 of 2".

3.2.2.1.1. Technical Response

The Technical Response document must be in the form of one (1) digital document in "PDF" format attached to the e-mail to the Solicitation Coordinator. The file name must be clearly identified as follows:

"[RESPONDENT LEGAL ENTITY NAME] RFP #44-283 TECHNICAL RESPONSE"

3.2.2.1.2. Cost Proposal

The Cost Proposal must be in the form of two (2) digital documents – one (1) "PDF" format signed, physically or via e-signature, and one (1) "XLS" format – attached to an e-mail to the Solicitation Coordinator. The file names must be clearly identified as follows:

"[RESPONDENT LEGAL ENTITY NAME] RFP #44-283 COST PROPOSAL"

3.2.2.2. Reference Questionnaire

The Reference Questionnaires must be delivered directly to the State by the Respondent's references in accordance with RFP Attachment 6.4. Reference Questionnaire.

3.2.2.3. SharePoint Submission

3.2.2.3.1. Optional Video Demos

Respondent must request SharePoint access via the instructions detailed in RFP Section 1.10. The Optional Video Demo recordings must be uploaded to the SharePoint site. Each Respondent will have their own folder to upload their recordings that only the Respondent and the State can view. The recordings must be in accordance with instructions in RFP Attachment 6.2. - Section D before uploading to the SharePoint site. Respondent access to the SharePoint will expire after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events.

3.2.3. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. If a Respondent requires technical assistance with submitting their response, please send a message to the following address:

Jennifer Williams
jennifer.n.williams@tncourts.gov

3.3. Response & Respondent Prohibitions

3.3.1. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. Notwithstanding the permission granted in 3.6 for additional goods and services, a response must not propose alternative goods or services (i.e., offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.3. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. Regardless of the time of detection, the State may consider any such actions to be grounds for response rejection or contract termination.

3.3.4. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.5. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.6. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.6.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.6.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.6.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest, provided that the employee does not serve in a director or officer level position with the entity and is not authorized with decision making authority in the scope of good and services provided under this RFP.

3.3.7. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105. Violations associated with this section are grounds for response rejection or contract termination by the State.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an

authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an undue hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of prospective Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations. Cancellation does not create any legal rights, interests, or claims of entitlement in any Respondent.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Respondent to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Respondent may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Respondent may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

The State will require the awarded Respondent to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Respondent is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/_/#1

4.8. Disclosure of Response Contents

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701 thru 1709, or under any other applicable law. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

4.9. Contract Approval and Contract Payments

4.9.1. After contract award, the Respondent who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Respondent and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Respondent, even goods delivered or services rendered in good faith and even if the Respondent is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Respondent shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Respondent who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and acceptance by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Respondent must cooperate with such efforts.

4.11. Contract Amendment

After Contract award, the State may request the Respondent to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Respondent may be compensated. In such instances, the State will provide the Respondent a written description of the additional goods or services. The Respondent must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Respondent's response to this RFP. If the State and the Respondent reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Respondent and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Respondent must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. Subsequent Respondent

The State reserves the right to initiate concurrent or consecutive negotiations with any Respondent for purposes of contract for provision of goods and services under this RFP.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories

The State will consider qualifications, experience, solution capabilities, implementation approach, and cost in the evaluation of responses.

EVALUATION CATEGORY
General Qualifications and Experience
Solution Capability (inclusive of Functional, Technical, and Security)
Implementation Approach
Cost

5.2. Evaluation Process

This evaluation process is designed to award the contract resulting from this RFP to the Respondent deemed by the State to be responsive and responsible and who offers the best combination of attributes based upon the evaluation categories. A Responsive Respondent is one who submits a response that conforms in all material respects to the RFP. A Responsible Respondent is one who has the capacity in all respects to perform fully the mandatory contract requirements, and the integrity and reliability that will assure good faith performance. The contract will not necessarily be awarded to the Respondent offering the lowest cost.

5.2.1. **Technical Response, Cost Proposal Evaluation, and Reference Questionnaires.** The Proposal Evaluation Team (consisting of three (3) or more State employees and designated non-state employees) will use the RFP Attachment 6.2., Technical Response, the RFP Attachment 6.3., Cost Proposal, and the Reference Questionnaires to evaluate the proposals.

5.2.1.1. The State will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response, Section A— Mandatory Requirements. If the State determines that a response failed to meet one or more of the mandatory requirements, the State will review the response and determine whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.2. Proposal Evaluation Team members will evaluate each Technical Response (that is responsive to the RFP), the Cost Proposal, and Reference Questionnaires against the evaluation categories in this RFP.

5.2.1.3. The Proposal Evaluation Team will select the successful Respondent(s) for negotiations.

5.2.2. **Clarifications and Negotiations**. The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.2.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.2.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.2.3. Cost Negotiations: The State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing.

5.2.2.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with a selected Respondent, the State reserves the right to bypass that Respondent and enter into terms and conditions contract negotiations with a different Respondent(s).

5.3. Contract Award Process

5.3.1 Subject to agreement on the exceptions permitted by RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.22, the successful Respondent must sign a contract drawn by the State pursuant to this RFP.

5.3.2 Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the State's best interests.

RFP # 44-283 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days from the response deadline and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE:

TECHNICAL RESPONSE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).
		A Respondent must NOT submit multiple responses as a prime contractor (refer to RFP Section 3.3.).
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.
	A.3.	The Respondent, including any proposed subcontractors, must submit complete financial statements for the three (3) most recent fiscal years. This includes balance sheets, income statements, and cash flow statements. If the Respondent or any proposed subcontractors are subsidiaries of another entity, the Respondent must include a statement describing the relationship with that other entity and any terms that limit or otherwise impact the related entity from being fully responsible for the contractual obligations of the Respondent set forth in this RFP and in any resulting contract with the State.
	A.4.	Provide a statement that Respondent has fully read the Contractor Insurance provision (RFP Attachment 6.6., Pro Forma Contract, Section D.32), and can meet or exceed the coverages and endorsements specified, and understands that failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract.
	A.5.	Provide a statement of confirmation that Respondent or subcontractors have no tax compliance issues that would impede the Respondent's ability to perform the terms under RFP Attachment 6.6., Pro Forma Contract, Section D.32.

	A.6.	Provide a statement of confirmation that Respondent has reviewed, answered, and attached a completed Requirements Traceability Matrix with their Technical Response (RFP Attachment 6.5) and that the response is complete as to functional and non-functional requirements.
	A.7.	Provide a statement of confirmation that Respondent has successfully implemented a CMS solution in at least three (3) court jurisdictions (with at least one (1) within the United States), with a minimum of two (2) implementations currently in active production use. Please provide a list identifying each of the contracting entities and corresponding courts where each of these implementations occurred.
	A.8.	Provide a statement of confirmation that Respondent has successfully implemented a CMS solution in a jurisdiction of similar size and complexity as the State, including but not limited to caseload, number of courts, and/or non-unified court administration. Please provide a description of at least one (1) such implementation, including the product name and version of the implemented Solution.
	A.9.	Provide a statement of confirmation that the proposed eFiling application has been implemented in at least one (1) court jurisdiction within the United States. The eFiling application must be currently in active production use in at least one (1) court jurisdiction and complies with ECF v4.0 or higher. Please provide a description of at least one (1) such implementation, including the product name and version of the implemented Solution.
	A.10.	Provide a statement of confirmation that the Respondent will comply with all three (3) requirements enumerated below prior to utilizing any Confidential Information (as defined in RFP Attachment 6.6., Pro Forma Contract), or full or partial copies thereof, in the Respondent's solution, and confirm that these requirements will remain in effect for the full contract term. 1) The cloud hosting environment for the CMS and eFiling Application Solution must be FedRAMP Moderate or higher certified. 2) The full solution, including but not limited to the application and to hosting infrastructure, must comply with the current CJIS Security Policy as published by the United States Department of Justice Federal Bureau of Investigation. 3) The Respondent must hold a SOC 2 Type II attestation covering Security, Availability, Confidentiality, Processing Integrity and Privacy, or equivalent third-party certification/attestation, for the full solution, including but not limited to the application and to hosting infrastructure. Although the above attestation/certification is preferred, a Respondent which does not have said certification/attestation may meet this requirement by establishing that it will be utilizing a security control framework that meets the requirements for the referenced SOC 2 Type II attestation. The response to this Section A.10 must include a detailed description of that framework. These requirements are applicable to the Respondent and all subcontractors involved in the development, hosting, maintenance, support, or operation of the Case Management System (CMS) and eFiling Application Solution. These requirements apply to all systems, environments, processes, personnel, vendors, and technologies used to support or interact with Confidential Information, including but not limited to development, data conversion, staging, testing, production, disaster recovery, and

		administrative environments. If the Respondent is not fully compliant with the three (3) requirements enumerated above at the time of proposal submission, the Respondent must in their proposal provide a description of any compliance gap(s) and provide a roadmap with specific milestones and timelines that will address those gap(s) prior to the utilization of any Confidential Information in the Respondent's solution.
	A.11.	Provide a list, if any, of End-User License Agreements (EULAs) that Respondent, including any proposed subcontractors, require for accessing the CMS and/or eFiling Application.
	A.12.	Provide a statement of confirmation that Respondent will lead the implementation of services as described in RFP Attachment 6.6., Pro Forma Contract for all courts throughout the State and that the proposal reflects that requirement.
	A.13.	Provide a statement of confirmation that Respondent has proposed a Solution (as defined in RFP Attachment 6.6., Pro Forma Contract) that is commercially available in production at the time of proposal submission. The statement must also state that all solution capabilities included in the Respondent's proposal that are not available in the current solution are identified as customizations, or will be deployed in a future release, in RFP Attachment 6.5 - Requirements Traceability Matrix. Please include the product name and version of the proposed Solution in this statement.

TECHNICAL RESPONSE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Provide the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile). If Respondent is using an eFiling application subcontractor, provide similar information for the subcontractor.
	B.3.	Provide the number of years the Respondent has been in business. If Respondent is using an eFiling application subcontractor, provide similar information for the subcontractor.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP. If Respondent is using an eFiling application subcontractor, provide similar information for the subcontractor.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices. If Respondent is using an eFiling application subcontractor, provide similar information for the subcontractor.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details. If Respondent is using an eFiling application subcontractor, provide similar information for the subcontractor.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details. If Respondent is using an eFiling application subcontractor, provide similar information for the subcontractor.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel

		addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. If Respondent is using an eFiling application subcontractor, provide similar information for the subcontractor. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. If Respondent is using an eFiling application subcontractor, provide similar information for the subcontractor. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc.*).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history. Provide a statement confirming the prime contractor will assign an employee as a Project Manager that is responsible for the Solution's implementation and an employee that is responsible for data conversion.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee (or any government body within the State of Tennessee including county, municipality, etc.) or has completed any contracts with the State of Tennessee (or any government body within the State of Tennessee including county, municipality, etc.) within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State (or other) contact knowledgeable about the contract;

		(b) the procuring State (or other) agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.
	B.16.	Provide a statement and any relevant details addressing whether the Respondent, or any subcontractors, is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.17.	Provide a comprehensive list of all implementations of the proposed CMS and eFiling application since 2016. This list should specify the jurisdiction and courts being served (e.g., Trial Courts) and indicate whether the implementation was successfully completed (or is currently underway) and if the CMS and/or eFiling application is currently in production in that jurisdiction. If the implementation was terminated or the CMS and/or eFiling application is no longer being used by a listed jurisdiction/court, please indicate in detail why the arrangement was terminated.
	B.18.	Provide three (3) or more brief case studies of Respondent's CMS implementations in court jurisdictions (with at least one (1) within the United States). Include client context, business challenges, implementation timeline, and benefits achieved as evidence. **1.** The submitted case studies should provide examples that demonstrate the Respondent's experience in integrating the proposed CMS with local justice partner applications, such as those used by prosecution or law enforcement agencies. Include the court agency and the corresponding integration partners. **2.** At least one case study should describe Respondent's CMS deployment in a multi-tenant court environment, such as multiple geographically adjacent jurisdictions or various court types within a single geographic jurisdiction. **3.** At least one case study should include the name of the agency/court, scope of implementation and benefits achieved where the proposed CMS has been implemented either statewide or in a jurisdiction with a comparable population size as State of Tennessee courts.
	B.19.	Provide one (1) or more brief case studies of Respondent's eFiling application's implementation in court jurisdictions in the United States. Include client context, business challenges, and benefits achieved as evidence.
	B.20.	Provide a summary of the Respondent's business continuity or disaster recovery plan to ensure they can maintain solution operations in adverse conditions.
	B.21.	Share examples of previous projects where you have successfully implemented, specifically a SaaS (as defined in RFP Attachment 6.6 Pro Forma Contract) CMS and eFiling application. What best practices will you apply to ensure the success of this

		project for the State?
	B.22	The Respondents are permitted to submit, as part of their Response, a "redline" of RFP Attachment 6.6, Pro Forma Contract, that tracks the Respondents' request for alternative or supplemental contract language. The redline changes that are allowed by this provision shall not include any exceptions or changes that (1) contradicts any applicable state or federal law; (2) contradicts a mandatory requirement identified in RFP Attachment 6.2. – Section A; or (3) alters any deadlines in the Schedule of Events.

TECHNICAL RESPONSE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**
	C.1	Describe your implementation and rollout strategy for the proposed CMS and eFiling application across the state. Implementation and rollout strategy must include a project schedule using a Gantt chart or similar style visualization. Narrative must describe whether you intend to deploy the components simultaneously or in separate phases and should include a proposed implementation timeline. Narrative must describe how Respondent will complete Scope of Work and accomplish all activities, deliverables, and objectives set out in Attachment 6.5 Requirements Traceability Matrix. Narrative must describe Respondent's approach to integration, interoperability, and uniform functionality. The following items should be considered as part of the implementation approach / timeline: • Consider that the State prefers to have the Solution fully implemented within 7 years • Consider the variety of case types and court districts during the initial configuration design phase • Consider dependencies on re-engineering or replacement of interfacing systems in the large local counties with a single system currently serving multiple agencies (e.g., courts, prosecution, sheriff, etc.)
	C.2.	Describe your approach to developing a comprehensive solution with integrated CMS and eFiling applications that serves Tennessee Trial Courts.
	C.3.	Detail your staffing and resource plan, inclusive of a project organizational structure, for the CMS and eFiling application implementation. Specify the resources, including the type of resource (e.g., technical, operational, data architect, etc.), you will allocate at each phase of the project, including the early design phase, initial implementation, and ongoing implementation to ensure continuity from phase to phase. Additionally, outline the support and resource types you expect from the

		State and from local courts throughout the project's lifecycle. Provide the Respondent's recommended chart of roles and responsibilities for the implementation and post-implementation phases for this project by responsible party, minimally including: prime contractor, any subcontracted partners, third-party providers, AOC staff, and local courts.
	C.4.	Provide your approach for transitioning courts from their existing systems to the new CMS and eFiling application. Explain how you will manage change to ensure a smooth adoption process for all stakeholders. • Describe your overall approach to Organizational Change Management (OCM) for this project? • What are the Respondent's responsibilities vs. the State's? • How do you assess organizational readiness for change? • Please describe the training programs available to support AOC and court employees as they transition to the new system, including how these programs address the level of effort needed to learn and use it. • What types of training artifacts or programs do you offer for end users, technical support, and administrators, etc.?
	C.5.	Describe your methodology for data conversion and testing in a statewide project.
	C.6.	Describe your process and methodology for conducting User Acceptance Testing (UAT) and training statewide. Include information on the support and training initiatives you will implement to ensure effective use of the CMS and eFiling application. Explain how you will cater to the diverse needs of different user groups, such as court staff or filers.
	C.7.	Explain your approach to assisting each court in identifying and establishing local configurations and workflows, ensuring that the needs of each court is met. Explain how you will manage local integrations at the court level to ensure readiness for each court's go-live date. From a technical architecture perspective describe how your solution handles varying local integrations with justice partners (e.g., some of the Courts have robust integrations with local law enforcement and prosecution).
	C.8.	Describe your custom reporting processes and any ad-hoc reporting functionality of the CMS and eFiling application by minimally addressing the questions listed below: • What type of out of the box reporting, BI or data warehousing capabilities does your solution have? • Can reports be customized to meet AOC needs, particularly state reporting requirements? • To what extent can data within the CMS be exported to allow integration with external programs and tools for analysis and reporting? • What export formats are supported and are there any limitations on data access or compatibility with common data analysis tools?

	C.9.	If you, as the prime, are partnering with another provider for eFiling, explain how you will manage this partnership and collaborate to deliver a cohesive solution, including your communication and response method to eFiling issues. If your organization provides both CMS and eFiling Application Solutions in-house and is not partnering with a subcontractor, explain the structures you will implement to ensure effective management and integration of both applications. Describe how you will ensure collaboration and project success between the teams throughout the implementation process. Describe your communication and response method to eFiling issues.
	C.10.	Describe your approach to using modular architecture and open APIs to ensure seamless integration, interoperability, and uniform functionality throughout all court types.
	C.11.	Discuss how your proposed solution is designed to be scalable and adaptable to accommodate future growth and evolving requirements. Describe the mechanisms you will employ to ensure flexibility in system functionality.
	C.12.	Describe your data hosting strategy and confirm that all Confidential Information related to the CMS and eFiling application will be hosted within the United States. Explain how your approach ensures compliance with FedRAMP standards, as well as data sovereignty and security requirements including proof of FedRAMP designation, if applicable.
	C.13.	Provide a multi-year (minimum 5 years) product roadmap, highlighting key features and developments that would be beneficial and relevant to State of Tennessee Courts. What is the Respondent's process for supporting future AOC requirements, either due to future legislative mandates or due to changes in State and County-mandated processes or State and County requirements? How does the Respondent foresee partnering with AOC specifically, for future product roadmap and visioning?
	C.14.	The State recognizes that AI capabilities across court technology platforms are evolving. While some Respondents may offer embedded AI functionality today, others may be in earlier stages of development. **1. AI Architecture & Platform Readiness** Describe the AI architecture of your CMS and eFiling Application Solution. • Is AI natively embedded within the core architecture or delivered through bolt-on services? • Identify architectural components supporting AI (model hosting, orchestration layer, APIs, data pipelines, semantic layers, etc.). • How does AI securely interact with Confidential Information (e.g.,case data, filings, financial records, and user activity)? • Can AI workloads be logically isolated (e.g., containerization, microservices, or tenant isolation)? • How can new AI capabilities be introduced without re-platforming? **2. AI Use Cases Specific to Courts** Identify all AI capabilities currently available within your CMS and eFiling Application Solution. For each capability, specify:

		• Whether it is embedded or optional • The court function it supports (e.g., document summarization, case triage, scheduling optimization, compliance monitoring, redaction, fraud detection, self-represented litigant assistance). Also identify which AI features are on your 5-year roadmap. **3. Models & Data Isolation** Identify the AI/ML models used in your Solution. • Are you using proprietary models, commercial Large Language Models (LLMs), Small Language Models (SLMs), or a hybrid? • Do you support dynamic model routing? • Can the State bring its own model (Bring Your Own Model (BYOM)/Bring Your Own Large Language Model (BYOLLM))? • Is State of Tennessee Confidential Information ever used to train Respondent foundation models? • How is Tennessee Confidential Information isolated from global training datasets? • Describe your use of Retrieval-Augmented Generation (RAG), fine-tuning, or prompt orchestration, if applicable. **4. Explainability, Transparency & Auditability** Explain how AI outputs are made transparent and auditable. • Does the system log AI prompts, outputs, and reasoning steps? • Are AI-generated recommendations accompanied by rationale or citations? • Are confidence scores or risk indicators displayed to users? • Can AI reasoning logs be exported for audit or public records purposes? • Can the State disable or restrict certain AI-generated explanations? **5. Agentic Capabilities & Automation Controls** Do you support agentic AI (AI agents capable of executing tasks autonomously)? If yes: • What types of actions can agents perform (e.g., draft orders, route filings, flag compliance issues, generate notices)? • What guardrails exist to prevent unauthorized actions? • Are human-in-the-loop approvals configurable? • Are agent actions logged separately from human user actions? • Can autonomous actions be limited by role, risk level, or confidence threshold? **6. AI Governance & Ethical Safeguards** Describe the AI governance framework embedded in your solution. • What guardrails prevent hallucinations or unsafe outputs? • How are bias, fairness, and discrimination risks monitored and mitigated? • Can the State configure AI guardrails to reflect Tennessee statutes, court rules, and ethical requirements? • Are AI guardrail changes logged and auditable? • How are inappropriate, biased, or non-compliant outputs prevented?

		7. AI Testing, Validation & Ongoing Monitoring Describe your AI testing and validation methodology. • What accuracy benchmarks are used before AI capabilities are released? • How is performance validated across different case types and court divisions? • How do you test AI against edge cases (juvenile records, sealed records, criminal matters, etc.)? • How is model drift detected? • Are customers notified of material changes to AI performance? • Can the State independently validate AI outputs? **8. Security, Privacy & Data Sovereignty** Describe security controls applied specifically to AI services. • Encryption in transit and at rest • Plan for quantum ready encryption • AI workload isolation • Zero-trust architecture • Logging and monitoring of AI access to sensitive Confidential Information • CJIS alignment • Public records compliance considerations • Confirm that all AI processing of Tennessee Confidential Information occurs within the United States. **9. Administrative Controls & Feature Management** Describe how AI features are enabled, disabled, or restricted. • Can AI features be toggled at the statewide level? • Can AI features be toggled by specific courts? • Can features be enabled by court type (e.g., Juvenile vs. Criminal)? • Can specific user roles be restricted from AI functionality? • Can confidence thresholds suppress AI-generated actions? **10. Long-Term Sustainability & Roadmap** Describe how your AI architecture is designed to evolve over a 10-year contract term. • How are model upgrades handled? • How do you ensure backward compatibility? • What investments are planned in agentic AI, automation, or advanced analytics? • How does your architecture avoid vendor lock-in and allow integration with future AI standards?
	C.15.	In addition to completing the RTM, provide any information related to how your proposed CMS meets (or has limitations on meeting) the CMS capabilities for 'Case, Party, and Participant Records' as that term is defined in the RTM. At a minimum, this Response should include a completely filled out RTM.

	C.16.	In addition to completing the RTM, provide any information related to how your proposed CMS meets (or has limitations on meeting) the CMS capabilities for 'Conducting Proceedings. as that term is defined in the RTM. At a minimum, this Response should include a completely filled out RTM.
	C.17.	In addition to completing the RTM, provide any information related to how your proposed CMS meets (or has limitations on meeting) the CMS capabilities for ''Provide Access to the Court's Information and Services.' as that term is defined in the RTM. At a minimum, this Response should include a completely filled out RTM.
	C.18.	In addition to completing the RTM, provide any information related to how your proposed CMS meets (or has limitations on meeting) the CMS capabilities for 'Communicating with Court Customers/Managing Compliance.' as that term is defined in the RTM. At a minimum, this Response should include a completely filled out RTM.
	C.19.	In addition to completing the RTM, provide any information related to how your proposed CMS meets (or has limitations on meeting) the CMS capabilities for 'Orchestrate and Optimize Work.' as that term is defined in the RTM. At a minimum, this Response should include a completely filled out RTM.
	C.20.	In addition to completing the RTM, provide any information related to how your proposed CMS meets (or has limitations on meeting) the CMS capabilities for 'Managing Financials.' as that term is defined in the RTM. At a minimum, this Response should include a completely filled out RTM. Also, describe how your solution will manage court-related financial transactions, including fines and fees while ensuring accuracy and compliance with the State Chart of Accounts (see Appendix D).
	C.21.	In addition to completing the RTM, provide any information related to how your proposed CMS meets (or has limitations on meeting) the eFiling filer capabilities (i.e., eFiling Preparation & Submission, and Forms Assembly) as that term is defined in the RTM. At a minimum, this Response should include a completely filled out RTM.
	C.22.	In addition to completing the RTM, provide any information related to how your proposed CMS meets (or has limitations on meeting) the eFiling Clerk/Administrator Capabilities (i.e., eFiling Review & Acceptance, Fee Admin & Calculation, Redaction, Process Automation & Orchestration, Account Administration, and Reporting) as that term is defined in the RTM. At a minimum, this Response should include a completely filled out RTM.
	C.23.	In addition to completing the RTM, provide any information related to how your proposed CMS meets (or has limitations on meeting) the capabilities for non-functional (technical) requirements for the State of TN courts, inclusive of all architecture, configuration, integration, reporting, security, and user interface requirements as those terms are used in the RTM. At a minimum, this Response should include a completely filled out RTM.
	C.24.	After reviewing Appendix A—Use Cases, provide a response explaining how your CMS will address and meet the expectations outlined in these use cases.
	C.25.	Please briefly describe the underlying technology on which your CMS and eFiling Application Solutions are built, including but not limited to the application development platform, database, development framework/patterns and use of open-source or third-party components. For the CMS, please also indicate whether that technology foundation is

		consistent across the proposed CMS or whether that foundation varies across CMS modules.
	C.26.	Please describe how your proposed solution will support multiple courts across Tennessee (e.g., a single CMS instance with partitioned data, multiple CMS instances with the same base configuration, etc.). Please indicate which of the referenced customers in your proposal (if any) are using this same approach in production in a multiple court implementation.
	C.27.	Please describe how ongoing maintenance and training will be available post-go-live to ensure the systems are being used effectively and automations are set up or adjusted to be most productive. After the solution is fully implemented, what specific maintenance and operational tasks will the State need to manage, and what will the Respondent continue to support? For each subcontracted partner and third-party provider, please indicate whether the State would have any communication in the context of O&M (including troubleshooting) or whether all communication and coordination would be the responsibility of the prime contractor? In the event that the Respondent is no longer able to support the Solution, please explain what would happen to the data, systems, and the steps to mitigate?
	C.28.	Please describe how users can access the solution for both CMS and eFile. Is it limited to desktop use, or are mobile devices such as cell phones and tablets also supported? Does the solution require the installation of components outside of the internet browser on the local workstations or mobile devices? If so, how are those components managed?
	C.29.	Describe whether Respondent has a Jury Management solution and include the name(s) of any such solution(s). If available, provide a detailed description of the features and functionalities of the Jury Management solution and describe any complexities associated with the integration of this type of solution. Response to this question is optional.
	C.30.	Please describe any additional solutions or services that the Respondent offers that the State has not currently considered in this RFP. Response to this question is optional.

	C.31.	Please describe how responsibilities are assigned and managed in for the following:
		• Which security controls are 1) Inherited from the cloud provider, 2) Implemented and maintained by the Respondent, or 3) Requiring configuration or oversight by the State; included but not limited to:
		  ○ A. Data Protection
		  ▪ Encrypt CJI:
		  ▪ At rest (FIPS 140-2 validated modules)
		  ▪ In transit (TLS 1.2+)
		  ▪ Restrict data storage locations (U.S.-based, if required)
		  ▪ Ensure data segregation in multi-tenant environments
		  ○ B. Identity & Access Management
		  ▪ Role-based access control (RBAC) aligned to court roles
		  ▪ Multi-factor authentication (MFA) for privileged and remote access
		  ▪ Unique user IDs and full accountability

		▪ Session timeout and lockout policies ○ C. Audit & Accountability (Governance & Oversight) ▪ Right to Audit ▪ The State's right to audit the Respondent's compliance with CJIS and contractual obligations. ▪ Continuous Compliance ▪ Maintenance of compliance throughout the contract term and notify the State of any material changes to its security posture. ▪ Subcontractors ▪ Subcontractor's compliance with CJIS and security requirements. ▪ Immutable audit logs for filings, access, and admin actions ▪ Time synchronization (NTP) ▪ Log retention aligned with CJIS and state requirements ○ D. Personnel Security ▪ CJIS background checks for all personnel with CJI access ▪ CJIS-aligned security awareness training ▪ Documented access provisioning and termination ○ E. Incident Response ▪ CJIS-aligned incident response plan ▪ Defined breach notification timelines ▪ Forensic and chain-of-custody procedures ○ F. System & Communications Protection ▪ Network segmentation and boundary controls ▪ Continuous vulnerability management and patching ▪ IDS/IPS deployment • Describe how compliance (e.g., CJIS, SOC 2 Type II, FedRAMP, if applicable) is mapped between the parties as defined in a shared services model including the Respondent, subcontractors and the State • Describe data ownership, encryption, logging, and incident response responsibilities between the parties as defined in the shared services model • Describe how responsibilities are delineated within contracts and SLAs between the parties as defined in the shared services model
	C.32.	**Post-Quantum Cryptography (PQC) Readiness** Describe Respondent's current and planned capabilities to support emerging post-quantum cryptographic standards in alignment with guidance from the National Institute of Standards and Technology (NIST) and applicable federal directives. **1) Current Cryptographic Posture** • Describe all encryption algorithms, key exchange mechanisms, and digital signature schemes used within the proposed solution (data at rest, in transit, and in use). • Identify any use of algorithms considered vulnerable to quantum-based attacks (e.g., RSA, ECC). **2) Post-Quantum Readiness** • Indicate whether the solution currently supports NIST-approved post-quantum cryptographic algorithms. • If supported, describe: ○ Algorithms implemented ○ Deployment status (production, optional, roadmap) ○ Customer availability and configuration requirements **3) Transition Plan and Timeline** • If post-quantum capabilities are not yet implemented, provide a documented

		roadmap that includes: o Planned approach to PQC adoption (e.g., hybrid cryptography, full migration) o Key milestones and expected timelines for availability o Dependencies or constraints that may impact delivery **4) Cryptographic Agility** • Describe how the solution supports cryptographic agility, including the ability to: o Replace or upgrade cryptographic algorithms without significant system disruption o Manage key rotation and algorithm transitions o Support hybrid cryptographic models during transition periods **5) Data Protection Longevity** • Describe how the solution protects long-lived sensitive data against "harvest now, decrypt later" risks. • Include any capabilities for re-encryption, key rotation, or data lifecycle management. **6) Compliance and Alignment** • Describe alignment with: o NIST Post-Quantum Cryptography standards o Federal guidance (e.g., OMB, CISA) where applicable • Provide any third-party validations, certifications, or testing related to cryptographic implementations. **7) Customer Impact and Responsibilities** • Identify any actions required by the State to enable or transition to post-quantum cryptography within the solution. • Include expected impacts to performance, architecture, or interoperability. • Identify and describe services, if any, required from the Respondent beyond services already included in the fixed price scope of this Contract to enable or transition to post-quantum cryptography within the solution.

TECHNICAL RESPONSE

SECTION D: OPTIONAL VIDEO DEMONSTRATION. This section is intended to allow Respondents to showcase their solution via optional video recordings of their solution following the provided demonstration scripts in Appendix G – Optional Video Demo Scripts. Providing these video recordings is optional. The State asks that Respondents who choose to provide these optional videos do not just submit general marketing material videos and instead follow the provided scripts. The demo videos should include both visual demonstrations of the solution as well as audio commentary that helps the State understand the solution's capabilities. The State understands that Respondents may not have enough time to fully configure or customize their solutions to align with all scripts and all steps of the scripts. All scripts and associated steps are optional and the Respondent may provide responses to the scripts as they deem appropriate to showcase their solution.

The Respondent must record the demo videos using one of the two formats below:

1. Provide individual recordings for each of the Scripts in RFP Appendix G – Optional Video Demo Scripts:
    - The total recording time of all the individual recordings must not exceed 150 minutes in duration
    - Each filename must follow the format below:
        - "[DEMO SCRIPT NUMBER] RFP #44-283 TECHNICAL RESPONSE". For example, "D.1. RFP #44-283 TECHNICAL RESPONSE"
2. Provide one continuous recording that includes each of the Scripts in Appendix G – Optional Video Demo Scripts:
    - The total recording time must not exceed 150 minutes in duration
    - The recording must include a feature(s) that enables viewers of the video to note which script they are viewing at any given time (e.g., timestamps, chapters, audible cues). These features must be accessible in any commonly used video playback application for Windows, Android, and Apple computers and devices
    - The filename must follow the format below:
        - "ALL DEMO SCRIPTS - RFP #44-283 TECHNICAL RESPONSE"

The file size of the video recordings (applicable to both of the format options above) must not exceed 10 gigabytes (GB) in total.

The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced, in both file name and audibly at the beginning of the video, with the associated item references). The Respondent must provide the file name of the associated video recording associated with the specific demo script below and time stamps (as needed). If no video is provided, respond with "Not Provided".

RESPONDENT LEGAL ENTITY NAME:		
Video Recording Filename and Time Stamps (as needed)	**Item Ref.**	**Optional Video Demonstration Items**
	D.1	**Demonstration Script 1.0 - Filing Initiating Document - eFile** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 1.0 - Filing Initiating Document - eFile* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.2.	**Demonstration Script 2.0 - Filing Initiating Document – Manual Filing** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 2.0 - Filing Initiating Document – Manual*

		Filing and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.3.	**Demonstration Script 3.0 – Review and Accept Filing** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 3.0 – Review and Accept Filing* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.4.	**Demonstration Script 4.0 Access Data in the CMS Repository** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 4.0 Access Data in the CMS Repository* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.5.	**Demonstration Script 5.0 Schedule a Hearing** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 5.0 Schedule a Hearing* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.6.	**Demonstration Script 6.0 Submit Proposed Order** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 6.0 Submit Proposed Order* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.7.	**Demonstration Script 7.0 Manage Calendar and Conduct Hearings** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 7.0 Manage Calendar and Conduct Hearings* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.8.	**Demonstration Script 8.0 Track and Manage Judgments and Dispositions** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 8.0 Track and Manage Judgments and Dispositions* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.9.	**Demonstration Script 9.0 Collect and Track Fees Through the CMS** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 9.0 Collect and Track Fees Through the CMS* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.10.	**Demonstration Script 10.0 State Cost Reimbursement** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 10.0 State Cost Reimbursement* and provide the associated file name(s) for the video recording and time stamps (as needed).

	D.11.	**Demonstration Script 11.0 Reporting and Analytics** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 11.0 Reporting and Analytics* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.12.	**Demonstration Script 12.0 Maintenance of Case Records** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 12.0 Maintenance of Case Records* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.13.	**Demonstration Script 13.0 Court Workflow Management** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 13.0 Court Workflow Management* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.14.	**Demonstration Script 14.0 Solution Management** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 14.0 Solution Management* and provide the associated file name(s) for the video recording and time stamps (as needed).
	D.15.	**Demonstration Script 15.0 Manage Justice Partner Integration** The Respondent shall demonstrate the proposed CMS and eFiling application in accordance with RFP Appendix G – Optional Video Demo Script, *Demonstration Script 15.0 Manage Justice Partner Integration* and provide the associated file name(s) for the video recording and time stamps (as needed).

RFP ATTACHMENT 6.3.
Cost Proposal

See separate attachment for Cost Proposal.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment should be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) Court Case Management System (CMS) contracts Respondent currently services that are currently in active production; and
- one (1) eFiling Application contract that Respondent (or its subcontractor) currently services that is currently in active production. References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires, follow the process below.

(a) Add the Respondent's name to the standard reference questionnaire in RFP Attachment 6.4. and make a copy for each reference.

(b) E-mail a reference questionnaire to each reference.

Instruct the reference to:

(i) complete the reference questionnaire;

(ii) sign and date the completed reference questionnaire;

(iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP **# 44-283**".

NOTES:

- The State will not accept late references or references submitted by any means other than which is described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the reference e-mails included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFP # 44-283 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- e-mail the completed questionnaire no later than April 14, 2026 at 4:30 p.m. CT to:

Jennifer Williams
jennifer.n.williams@tncourts.gov

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(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) **If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

(5) **If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

(6) **How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**

REFERENCE SIGNATURE:

(by the individual completing this request for reference information) _____

DATE:

_____

Requirements Traceability Matrix

See separate attachment for Requirements Traceability Matrix.

RFP # 44-283 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
ADMINISTRATIVE OFFICE OF THE COURTS
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Administrative Office of the Courts ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of a Statewide Case Management System and eFiling Application, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as otherwise set forth in this Contract:

a. Application Programming Interface (API): A set of rules and protocols that allow software applications to communicate with each other. API's enable the exchange of data, features, and functionality.

b. Architecture: The overarching view of an organization's technology infrastructure, encompassing all the systems/software components and relationships between them.

c. Authorized Users: Any individual, system, or entity authorized to access or use the Solution provided by Contractor.

d. Case Management System (CMS): A comprehensive software application designed to manage and track all information related to the life cycle of legal cases. This system also integrates various functionalities with additional systems to support the administration of justice, ensuring that cases are processed efficiently and effectively from initial filing through to resolution.

e. Clerk: A Clerk is a Judicial Department official who has various responsibilities including maintaining the records of the court. Clerks have a variety of daily tasks including but not limited to updating case and party records, accepting and uploading motions and documents, accepting payments, etc.

f. Commercial Off-The-Shelf (COTS): Refers to ready-made software or hardware products that are available for purchase by the public and can be used immediately without the need for customization or significant modification. These products are designed to meet the needs of a wide range of users and are typically developed, maintained, and updated by commercial vendors.

g. Complex Local Integration: A Complex Local Integration involves connecting local systems across custom/legacy solutions through significant custom development, such as the creation of custom APIs. It is designed to orchestrate intricate business processes and apply complex business logic.

h. Complex Statewide Integration: A Complex Statewide Integration involves connecting statewide systems across custom/legacy solutions through significant custom development,

such as the creation of custom APIs. It is designed to orchestrate intricate business processes and apply complex business logic.

i. Confidential Information: All material, records, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire on behalf of, or is provided with by the State or its counties or other subdivisions.

j. Configuration: The process of tailoring the application to meet the specific needs of the Tennessee courts. This involves adjusting system settings, such as (but not limited to) user roles, permissions, workflows, and data fields, to align with judicial processes and requirements. Importantly, this process is achieved without altering the core software code, allowing the courts to leverage the full benefits of a scalable and flexible SaaS solution.

k. Custom Development: Development of capabilities and functionality not available in the COTS system at the request of the State.

l. Cutover Plan: A strategic framework developed by the Contractor to facilitate the transition to the new system during go-live. The Cutover Plan encompasses a preliminary schedule outlining key milestones, deliverables, tasks, and responsibilities, and includes readiness assessments, go/no-go criteria, and fallback strategies for individual deployments. It features pre-cutover checklists and post-cutover evaluation criteria to ensure comprehensive transition readiness, incorporating rollback strategies and critical readiness criteria to guide decisions on the preparedness for the CMS and eFiling application cutover.

m. Data Integration: The process of combining data from various sources (e.g., databases, applications, and external data feeds) into one central location.

n. Defect: A deviation from the expected behavior of a service or component, often discovered during testing or operational use. A flaw or fault in the code, documentation, or other aspects of a system that prevents it from fulfilling its intended function.

o. Document Management: Capabilities related to document storage and management.

p. eFiling Application: In this context, a software application designed to effectuate the electronic transmission of legal documents to the courts, effectively replacing traditional paper-based methods with a digital platform.

q. Electronic Filing Service Provider (EFSP): A third-party service that facilitates the electronic transmission of legal documents to courts. EFSPs act as intermediaries between filers (such as attorneys, law firms, and self-represented litigants) and the court's EFM. They provide a user-friendly interface and may provide additional services that streamline the filing process. The EFSP is part of the eFiling Application.

r. Electronic Filing Manager (EFM): A specialized application or platform that manages, organizes, and routes electronic court filings between filers (e.g., EFSP, Law Enforcement Portal, etc.) and the court’s case management system. The EFM acts as a gateway or intermediary, ensuring that documents submitted via eFiling are properly formatted, securely transmitted, tracked, and delivered to the appropriate court system or case file. The EFM is part of the eFiling Application.

s. Failure: A loss of ability to operate according to specification or deliver the required output or outcome.

t. Hypercare: A short period of intensive support provided immediately after a system goes live. During this phase, the implementation team offers heightened assistance to address any issues, ensure system stability, and facilitate a smooth transition for users. Hypercare aims to quickly resolve post-launch challenges and optimize system performance.

u. Implementation: Encompasses the entire process of deploying the CMS and eFiling

application, including planning, configuring, customizing, and testing the system to meet the specific needs of the organization. It involves, among other things, setting up the software, migrating data, and ensuring that the system is fully operational and ready for use.

v. Incident: An unplanned interruption to an IT service or a reduction in the quality of an IT service. These interruptions can range from minor issues, like a slow application, to critical disruptions, such as server outages. An interruption signifies that an IT service is not functioning as expected, affecting its availability or performance.

w. Infrastructure: The foundational hardware, software, networks, and facilities that support the operation and management of court information systems. It includes servers, data storage, networking equipment, and other technology components essential for running court applications and services.

x. Integration: The process of linking different information systems and software applications to work together within a court's technology ecosystem. This allows for the seamless sharing and processing of data across various platforms and departments, enhancing efficiency and accuracy in court operations.

y. Interoperability: The ability of different information systems, devices, or applications to connect, communicate, and exchange data effectively and efficiently.

z. Moderate Local Integration: A Moderate Local Integration involves connecting systems used by local entities using pre-existing tools or standard connectors that require configuration, data mapping, and light custom logic. It typically includes workflow automation governed by basic conditional logic and goes beyond a simple out-of-the-box setup.

aa. Moderate Statewide Integration: A Moderate Statewide Integration involves connecting systems used by statewide entities using pre-existing tools or standard connectors that require configuration, data mapping, and light custom logic. It typically includes workflow automation governed by basic conditional logic and goes beyond a simple out-of-the-box setup.

bb. Modular: A system design approach where the technology is divided into separate, interchangeable components or modules.

cc. National Open Data Standards (NODS): A framework designed to facilitate the standardized exchange and interoperability of data across different systems and jurisdictions. Provides a set of guidelines and protocols for structuring and exporting data, ensuring consistency, accuracy, and accessibility.

dd. Problem: The underlying cause of one or more Incidents, or a potential cause of future Incidents. The root of the issue that needs to be resolved to prevent recurring disruptions. Unlike an Incident, which is a single instance of a service disruption, a Problem is the underlying condition that leads to those disruptions.

ee. Service Level Agreement (SLA): A formal contract between the Contractor and State that defines the expected level of service, including specific performance metrics of the CMS and eFiling application.

ff. Service Level Requirement (SLR): Detailed technical and/or operational specifications that outline the necessary conditions and capabilities a service must fulfill to meet the State's objectives.

gg. Simple Local Integration: A Simple Local Integration connects systems used by local entities using a pre-built, out-of-the-box connector or marketplace app that requires only minimal configuration. It is designed for a single, straightforward purpose and typically involves a data flow with no custom logic.

hh. Simple Statewide Integration. A Simple Statewide Integration connects systems used by statewide entities using a pre-built, out-of-the-box connector or marketplace app that requires only minimal configuration. It is designed for a single, straightforward purpose and typically involves a data flow with no custom logic.

ii. Smoke Test: A preliminary test or testing process to verify basic functionality and stability of a new build or system.

jj. Software as a Service (SaaS): A service model where the courts subscribe to and access the Contractor's solution(s) from local workstation internet browsers, but the solution is deployed at the Contractor's or a subcontractor's facility and operation of the solution is managed by the Contractor.

kk. Solution: The Case Management System and eFiling Application service provided by the Contractor and accepted by the State.

ll. Trial Courts: Where civil and criminal cases are initially filed and heard, encompassing Circuit, Chancery, Criminal, General Sessions, Probate and Juvenile Courts. Circuit Courts handle a broad range of cases including appeals. Chancery Courts traditionally focus on equity matters but have jurisdiction to handle a broad range of cases. General Sessions Courts manage preliminary hearings, misdemeanors, traffic violations, and small claims, often serving as the first judicial contact for many individuals. Juvenile Courts address cases involving minors, focusing on rehabilitation and welfare, while Probate Courts handle matters associated with estates, trusts, guardianships and similar types of issues.

mm. User Acceptance Testing (UAT): Testing process to ensure system requirements are met before Go-Live, including configurations, workflows, reporting, and usability of migrated data.

A.3. Service Description. The Contractor shall configure, customize, and maintain an industry-standard COTS CMS and eFiling Application to serve all of Tennessee's Trial Courts. The Solution will be utilized by State and local government partners, judges, clerks, legal professionals, and self-represented litigants. The Solution shall interface and integrate with relevant systems and meet all applicable state and federal laws for maintaining confidentiality and security standards. The functionality of the CMS and eFiling Application is further defined in Sections A.4 and A.5. In addition, the Contractor shall implement the Solution in the Tennessee Trial Courts in accordance with an approved strategy and plans as further described in Sections A.6 through A.15.

A.4. Case Management System (CMS). The Contractor shall provide a CMS with advanced functionalities to address State needs, including but not limited to:

1. Initiating, Transferring Case Records: The CMS shall offer functionalities for initiating a case, creating and maintaining case records and court documentation, transferring case records and relevant documentation between users, managing the register of actions and court proceedings, recording and maintaining non-case related matters, and managing court resources.

2. Comprehensive Case and Document Management: The CMS shall offer functionalities for detailed and efficient case and documentation management. These functionalities include needs assessments, service planning, and progress tracking. The CMS shall also offer both advanced and basic search capabilities for locating records within the system.

3. Conduct Court Proceedings: The CMS shall enable case and document transfer to judicial officers/entities, case preparation and access for conducting judicial proceedings, case evidence management, order drafting and issuance, and

sentencing.

4. Referral Tracking: The CMS shall provide robust tracking functionalities for managing referrals and service delivery, with secure electronic referral capabilities.

5. Customer Communication and Compliance Management: The CMS shall enable compliance monitoring for orders and judgments, notification of obligations, scheduling appointments and court appearances, community service planning and performance management, hearing scheduling, and warrant management.

6. Intuitive Coordination Features: The CMS shall incorporate intuitive features such as alerts, reminders, and messaging to enhance coordination and communication for Trial Courts statewide.

7. Resource Table: The CMS shall offer a means for providing a comprehensive, searchable directory of available resources (e.g., names of mediators, language translators, etc.) and services (e.g., mediation, translators, remote hearings, etc.) for use by courts.

8. Maintaining, Updating Case Records: The CMS shall provide and maintain privacy protections for sealed records, perform redactions, and perform expungements in accordance with rules established by the State.

9. Special Accommodations and Support: The CMS shall provide ability to track participant requirements and court resources available for language interpretation, special accommodations, professional evaluation and treatment services, and process support.

10. Financial Management: The CMS shall have the capabilities to handle the financial operations and transactions associated with court activities. This typically includes functionalities for budgeting, accounting (including managing and tracking General Ledger codes), fee and fine collection, financial reporting, auditing, and adhering to Tennessee Code Annotated (TCA) financial rules and expectations.

11. Reporting: The CMS shall provide advanced, customizable workflow management capabilities with analytics and reporting functions to monitor case flow, compliance, auditing, and operational performance.

12. Interfacing and Interoperability: The CMS shall be capable of interfacing with relevant systems, including justice and other government agency partners. The CMS shall support data exchange and interoperability.

13. Business Process Automation: The CMS shall support extensive automation for business processes, with adaptable workflow management to accommodate operational and policy changes.

14. The CMS shall be fully compatible with existing and future State infrastructure.

15. The CMS shall meet all related requirements noted in the elaborated Requirements Traceability Matrix referenced in Section A.8.

A.5. <u>eFiling Application.</u> The Contractor shall provide an eFiling Application with advanced functionalities to address State needs, including but not limited to:

1. Preparation and Submission: The eFiling Application shall offer functionality for the preparation and submission of individual and bulk filings, evidence submission, and non-form filings.

2. Document Management: The eFiling Application shall offer functionality for routing and review of documentation submitted. The eFiling Application shall route documents by jurisdiction and/or court type, queue for review, allow for acceptance or rejection, and permit return for correction needed.
3. Fee Administration and Calculation: The eFiling Application shall offer functionality for the administration of fee schedules, assessment and invoicing of fees, and voiding and waiving of fees.
4. Forms Management and Directory: The eFiling Application shall provide functionality for the creation and management of forms, including prepopulation of data from the CMS. The eFiling Application shall provide a searchable directory of available forms.
5. Data Management: The eFiling Application shall provide detailed documentation of all data transmitted to the eFiling Application.
6. Redaction: The eFiling Application shall offer functionality for manual and automated redaction of documents.
7. Account Administration: The eFiling Application shall offer functionality for account management and administration, distinguishing between various roles including, but not limited to, 3rd party filing services, attorney and firm accounts, court accounts, and pro se litigant accounts.
8. Reporting and Workflow Management: The eFiling Application shall provide advanced workflow management capabilities with analytics and reporting functions to monitor operational performance.
9. Intuitive Coordination Features: The eFiling Application shall incorporate intuitive features such as alerts, reminders, notifications, and messaging to enhance coordination and communication for TN courts.
10. Interfacing and Interoperability: The eFiling Application shall support interoperability and data exchange with relevant systems used by key service providers and government agencies.
11. Business Process Automation: The eFiling Application shall support extensive automation for business processes, with adaptable workflow management to accommodate operational and policy changes.
12. The eFiling Application shall be fully compatible with existing and future State infrastructure.
13. ECF Standards: The eFiling Application shall meet or exceed standard specifications for electronic court filing systems, currently ECF v.4.0 or higher.
14. The eFiling Application shall meet all related requirements noted in the elaborated Requirements Traceability Matrix referenced in Section A.8.

A.6. Project Management Plan. Within thirty (30) days of the Effective Date (Section B.1), the Contractor shall develop and submit a Project Management Plan to the State for approval.

The Project Management Plan serves as the foundational document guiding the entire development and implementation process. It outlines the strategic framework and operational roadmap for managing all the proposed activities under the project (i.e., the proposed implementation phases to replace existing CMS and eFiling applications with the new Solution). The project plan ensures cohesive coordination, resource allocation, and alignment with the State's strategic objectives. The goal of the Project Management Plan is to provide a comprehensive overview of the project's scope, objectives, timelines, and resource requirements, ensuring all stakeholders have a clear understanding of the development and implementation strategy. The plan shall highlight how the Contractor will ensure alignment with the State's strategic goals and facilitate seamless coordination across the Project (i.e., all phases to replace CMS and eFiling applications with the new Solution).

The Project Management Plan must be approved by the State before Contractor can proceed with any further services.

An initial version of each of the sections of the plan enumerated below shall be included in the Project

Management Plan and continuously elaborated for the full Contract term. The Contractor shall propose a detailed Project Management Plan that includes the following, at a minimum, and demonstrates their understanding of the project's complexity and their capability to manage it effectively:

1. Project Objectives and Scope.
2. Risk and Issue Management Plan. Shall consist of example plans and logs for identifying, managing, and resolving risks. Contractor shall provide a Risk Management Report Template that will be used to identify potential risks, outline mitigation strategies, and track the mitigation's effectiveness over time.
3. Deployment Plan and Schedule. This plan shall contemplate the development of the base Solution and the Solution's rollout to the Tennessee Trial Courts. The plan shall identify the courts and/or judicial districts and estimated timelines for deployment. The Plan shall also address, at a minimum, any implementation work products or activities described in Section A.7. The Plan shall include how each environment will be deployed.
4. Change Management Plan. Shall consist of documents outlining the process, tools, and strategies Contractor will use to manage transitioning courts to the Solution.
5. Requirements Analysis and Validation Plan. See Section A.8 for description of this task.
6. Solution Design Documentation. Shall include documentation as to the future-state of the Solution. See Section A.9 for more details.
7. Solution Implementation Plan. See Section A.10 for more details.
8. Stakeholder Engagement Plan. Shall outline the Contractor's plan for informing and interacting with the State and other stakeholders. Contractor shall develop a Stakeholder Engagement Plan to serve as a guide for effectively communicating with the State throughout the Term of Contract. The Stakeholder Engagement Plan should include a detailed list of key personnel, roles, and responsibilities. The Stakeholder Engagement Plan should define communication frequency and methods to ensure the State is informed and involved throughout the Term of Contract.
9. Data Conversion and Migration Plan. See Section A.11 for more details.
10. Testing Plan. See Section A.12 for more details.
11. Training Plan. See Section A.13 for more details.
12. Go-Live Plan. Shall include a readiness report, updated work products for production, final configuration documentation, a final Cutover Plan report, Service Level Performance Dashboard, and a final schedule. See Section A.14 for more details.
13. Project Closeout Report. Shall include a Project Closeout Report and monthly production support documentation.
14. Production Support Transition Plan. See Section A.15 for more details.

Upon State approval of the Project Management Plan, the Contractor shall begin to implement the Project Management Plan.

A list of minimum requirements for a Project Management Plan is provided in table format for reference only as Appendix A.

A.7. Deployment Plan. In preparing the Project Management Plan, the Contractor shall address the Implementation of the Project. The Plan shall include any necessary work products and address implementation activities including, at a minimum, the following:

a. The Deployment Plan shall contemplate the various environments that will be deployed.
b. The Deployment Plan shall contemplate the end-users for the various environments.
c. The Deployment plan shall contemplate the schedule of deployment to environments.
d. The Deployment Plan shall contemplate planning meetings with the State to confirm environments, schedule, end users, documentation, and other logistics.
e. The Deployment Plan shall contemplate weekly status reports and regular communication for the duration of Implementation.
f. The Deployment Plan shall contemplate the identification of benefits, considerations, and

risks associated with deploying the Solution, as well as the mitigation of any identified risks.

g. The Deployment Plan shall develop a work plan and schedule in a format approved by the State. The work plan will provide a description of activities, durations, assignments, resources, required deliverables, key milestones, approval periods, critical path analyses, and reporting processes.
h. The Contractor shall be responsible for release management activities to include a Release Management Plan. Any releases shall be planned and scheduled in advance with the State. No release shall be made without State approval. The Release Management Plan should contemplate the full Term of Contract.
i. The Contractor shall meet with the State to approve the Contractor's Deployment Plan.

A list of implementation items for consideration is provided in table format for reference only as Appendix B.

A.8. Requirements Analysis and Validation. In accordance with the Project Management Plan, the Contractor shall review the Requirements Traceability Matrix proposed in the Contractor's RFP response and incorporated into this Contract as Attachment Two. The Contractor shall meet with the State as needed to discuss and clarify requirements.

The Contractor shall submit an elaborated Requirements Traceability Matrix that accepts all requirement items, provides any additional detail that expands on the information included in Attachment Two based on the discussion with the State, and describes any identified gaps regarding the capabilities and functionality of the Solution.

Upon State approval, the Contractor shall configure the Solution to match the elaborated Requirements Traceability Matrix. The approved elaborated Requirements Traceability Matrix shall be incorporated into this Contract as Attachment Three.

A.9. Solution Design Documentation. In preparing the Project Management Plan, the Contractor shall finalize and document design decisions for the Solution.

a. The documentation must outline, at minimum, key design decisions, system architecture, user workflows, end-state design(s), Integration points, and client-side and provider-side infrastructure, including but not limited to network, connectivity, workstation considerations, and minimums for broadband capacity/throughput.
b. The documentation must provide a robust framework to support ongoing management and enhancement capabilities.
c. The Contractor shall meet with the State to validate and approve Contractor's design documentation.

A.10. Solution Implementation Plan. In preparing the Project Management Plan, the Contractor shall tailor the Solution to meet State operational needs and requirements and shall include the following:

a. Contractor shall provide a Solution Implementation Plan outlining overall management approach to staging and production. The Solution Implementation Plan shall provide a plan for integrating the Solution with relevant systems and APIs.
b. Contractor shall provide a Security Plan. The Security Plan shall document how the Solution complies with applicable security protocols, statutes, rules, and regulations. The Security Plan shall detail the Contractor's approach for keeping the Solution's security capabilities current with evolving known and potential security threats. The Security Plan shall describe the Contractor's approach for access management, access controls, and security audits. The Security Plan shall detail Contractor's Incident response plan.

   The Security Plan shall include specific management of security requirements, security focused design and code reviews, Static Application Security Testing (SAST), Dynamic Application Security Testing (DAST), Software Composition Analysis (SCA) for open-source components, threat modeling as new features and integrations are introduced, secure build and deployment pipelines, and annual (at minimum) security focused coding

training for all development staff.

The State may perform audits with ten (10) days' notice for routine audits and without notice where a security incident is suspected. The Contractor shall:

a. Provide full access to systems, personnel, and documentation
b. Not impede or delay audit activities
c. Provide requested evidence within five (5) business days

c. Contractor shall provide a Disaster Recovery and Business Continuity Plan, documenting how the Contractor shall initiate disaster recovery and/or business continuity procedures undertaken in the event of a disaster affecting the Solution. The Disaster Recovery and Business Continuity Plan shall include functional roles and responsibilities of recovery teams and describe data backups, locations, or other documentation. The Disaster Recovery and Business Continuity Plan shall not conflict with Information Technology Security Requirements, Section E.7.
d. Contractor shall provide an Infrastructure Services Plan, documenting Contractor's approach for maintaining application and component consistency across all Solution environments.
e. Contractor shall provide a Configuration and Customization Plan detailing how the Contractor will configure the CMS and eFiling Application to meet statewide requirements. Contractor shall develop a plan for managing configuration and customization at the statewide level and provide a guide for the local level configuration and customization. This plan shall include an Integration strategy and describe the approach for developing, managing, and maintaining customizations, third-party software Integrations, configuration settings, testing, final approval of deployment, and deployment. The Configuration and Customization Plan shall provide and maintain a log for registering configuration items, including baselines under control that comply with industry practices.
f. Contractor shall provide a Progress Report template for tracking key milestones, deliverables, and any deviations from the Project Management Plan.
g. Contractor shall provide a Cutover Plan for assessing transition readiness, establishing go, no-go criteria, and responses to be taken if no-go conditions are encountered for individual rollouts.

A further list of items for consideration is provided in table format for reference only as Appendix C.

A.11. Data Conversion/Migration Plan. In preparing the Project Management Plan, the Contractor shall develop a Data Conversion/Migration Plan to maintain data integrity and accessibility throughout the process. The Contractor shall create a conversion/migration plan for all existing CMS, including but not limited to: TnCIS, ICON, JIS, Tyler, Courtnet, Quest, Saratoga, ACS/Xerox, Courtview, Tybera, any customized CMS, and SCT/Banner. The Conversion/migration plan shall also account for conversion/migration of non-electronic, paper systems.

a. The Data Conversion/Migration Plan shall outline how data will be identified and extracted from legacy systems. This outline should focus on the types of data that are critical for migration, such as active cases and master person records.
b. The Data Conversion/Migration Plan shall detail the methodology and tools employed to convert legacy data into a format compatible with the new CMS and eFiling Application.
c. The Data Conversion/Migration Plan shall describe the steps for loading converted data into the CMS and eFiling Application, including validation checks and reconciliations processes to ensure data integrity.
d. The Data Conversion/Migration Plan shall include the implementation of Risk Mitigation and Quality Assurance measures to ensure successful conversion/migration of legacy data.
e. The Data Conversion/Migration Plan shall include that the Contractor shall perform a minimum of three (3) mock data conversions per court or other approved deployment of the Solution. If data conversion accuracy is below 95%, additional mock data conversions per court shall be performed until accuracy is acceptable.

A further list of items for consideration is provided in table format for reference only as Appendix

D.

A.12. Testing Plan. As part of the Project Management Plan, the Contractor shall assist the State in conducting testing activities in preparation for deployment.

The Contractor shall develop a Testing Plan that includes at a minimum the following:

a. Testing Plan shall contemplate that the Contractor shall lead all testing efforts, with the exception of UAT.
b. Testing Plan shall define the testing activity, the participants, and timeline.
c. Testing Plan shall include test scripts, test cases, and test input data.
d. Testing Plan shall detail testing activities for all aspects of the Solution.
e. Testing Plan shall define the level of severity of Defects and the SLA for resolution.
f. Testing Plan shall detail UAT processes, functions, acceptance criteria, issue fixing, desired results.
g. Testing Plan shall detail Contractor support activities during UAT testing.
h. Testing Plan shall include a tracking tool to log system Defects from identification through resolution.
i. Testing Plan shall incorporate any State feedback.

An example test plan, an example Defect level list, and an example test plan work products document are provided for reference only as Appendices E, F and G.

A.13. Training Plan. As part of the Project Management Plan, the Contractor shall assist the State with training identified staff in use of the Solution in preparation for deployment as well as provide resources for training eFiling application users.

The Contractor shall develop a Training Plan that includes at a minimum the following:

a. Training Plan shall detail the training models and/or modules provided and methodology and courses used for each.
b. Training Plan shall include training specific to user roles and access levels.
c. Training Plan shall contemplate administrative user roles, including at a minimum a Global Administrator and Jurisdictional Administrator.
d. Training Plan shall provide a “Train the Trainer” approach to delivering training.
e. Training Plan curriculum shall include the development of a curriculum inclusive of course materials, training videos and exercises, and pre-assessment and post-assessment materials.
f. The Training Plan shall include end-user support, including but not limited to eFiling application users, through user manuals and online help.

A further list of items for consideration is provided for reference only as Appendix H.

A.14. Go-Live Plan. The Contractor shall provide a Go-Live Plan which shall include at minimum each of the following:

a. Contractor shall provide updated work products from implementation for production. Each updated work product should reflect information up to the go-live and include the minimum set of components defined during implementation.

b. Contractor shall provide finalized configuration and customization documentation of each of the delivered environments, including the results of Smoke Testing of those environments. Documentation shall be specific to the State’s CMS and Efiling Application implementation.

c. Contractor shall provide technical documentation of sufficient depth and clarity to enable

technical personnel to understand the underlying structure and function of system components to troubleshoot application interfaces (including platform, network, and security interfaces), to perform all global and court administration and operation duties, and to plan for potential future Integration with other applications.

d. Contractor shall provide a real-time Service-Level Performance Dashboard for the State to monitor performance against any agreed upon Service Level Agreements and/or Requirements.

e. Contractor will provide a reporting structure and reporting schedule to support daily operations and review system performance. These reports will be developed in conjunction with State requirements and may include technical, financial, service level requirements reviews, and resolution of operational issues. Reporting structure and reporting schedule will be documented and maintained by Contractor in an online repository accessible to the State.

f. All Contractor documentation shall be subject to State approval.

A further list of items for consideration is provided for reference only as Appendix I.

A.15. Production Support Transition Plan. The Contractor shall develop a plan that outlines the Contractor's transition to its support and maintenance team as the Solution's production environment is implemented. The Production Support Plan shall, at a minimum, include the following items:

a. The Production Support Transition Plan shall document all outstanding Defects and the manner in which each Defect has been resolved which shall be confirmed by the State.

b. The Production Support Transition Plan shall document the transition of any issues and/or deficiencies to its support and maintenance team. Any noted deficiencies will be enumerated along with an action plan for correction.

c. The Production Support Transition Plan shall document lessons learned or best practices identified during each Go-Live. Documentation shall be maintained in an online repository accessible to the State.

d. The Production Support Transition Plan shall ensure all artifacts of development, deployment, and Go-Live are documented and maintained for each deployment in an online repository accessible to the State.

e. The Production Support Transition Plan shall be subject to State approval.

A further list of items for consideration is provided for reference only as Appendix J.

A.16. Base Solution and Deployment Setup. Upon the State's final acceptance of Contractor's Project Management Plan, the Contractor shall develop the Base Solution for statewide deployment.

The "Base Solution" is defined as the Solution prior to any local configurations, local customizations or local Integrations.

Development Setup shall incorporate all requirements agreed upon as part of the Project Management Plan, including the following:

a. Configuration and Customization Activities. System mapping to business process requirements, justice partner communications, local workflow and Integrations, rules configurations, and local customization. Design base court procedures and workflows for local rollouts. Development and implementation of statewide data exchanges.

b. SME training. Assist in developing training guides, policies, procedures, etc.

c. State business process audit review/validation of policies and procedures.

d. Custom Development and Integrations (Statewide) Activities. Custom capabilities developed based upon gap analysis. Statewide data exchanges development and implementation.

e. Testing. Contractor shall provide a Test environment for purposes of testing base Solution performance and functionality. Contractor shall test the Base Solution using the Testing Plan described in Section A.12.

A.17. Code Lock. Upon the State's approval of the Base Solution, the Contractor shall transition ownership of the Solution code tables to the State, who shall act as the Global Administrator of the Solution. The Contractor shall train a mutually agreed upon number of State users in managing the Solution code tables in a Global Administrator role. Training shall include guides and user manuals specific to the Global Administrator role. The State shall treat the Code tables as locked and no changes to the Code tables will be made without notification to the Contractor and review of the proposed changes.

A.18. Solution Local Rollout Plan. At least thirty (30) days prior to beginning the deployment of a phase as defined in the Project Management Plan, the Contractor shall develop and have approved a Solution Local Rollout Plan for deploying the Solution in the specific Trial Courts included in that phase.

The Solution Local Rollout Plan shall be a detailed plan for configuration, customization, Integration and implementation of the Solution for the specified courts included in the phase.

At a minimum, the Solution Local Rollout Plan shall include and reiterate the following previously described activities, scaled to meet the specific Trial Court or other defined jurisdiction:

1. Deployment Plan (Includes Deployment of Environments)

2. Change Management Plan (Includes Stakeholder Outreach/Planning)

3. Risk and Issue Management Plan.

4. Requirements Analysis and Validation.

5. Justice Partner, Financial Partners, and Other Local Integrations Design and Development.

6. Test local jurisdiction hardware and network connectivity to ensure successful usage. Define criteria for "go-live" decision per local jurisdiction (show-stopper definition).

7. Solution Design Activities.

8. Business Process Configuration and Customization.

9. Report and Form Build and Customization.

10. Data Conversion and Migration.

11. Go/No-Go Criteria.

12. Local UAT.

13. Training.

14. Go-Live.

15. Hypercare

16. Product Support and Transition

The State must approve the Solution Local Rollout Plan before Contractor can proceed with deployment activities.

Upon approval of the Solution Local Rollout Plan, the Contractor shall implement the plan.

A further list of items for consideration is provided for reference only as Appendix K.

A.19. Local User Training. Upon State approval of the Local Rollout Plan as described in Section A.18., the Contractor shall assist the State in training identified local staff in use of the Solution in preparation for deployment and go-live.

a. Initial local users shall be trained following the training plan and curriculum as described in Section A.13.

b. The Contractor shall notify the State when all initial local users have successfully completed the training curriculum. The Contractor shall not proceed with local deployment and go-live operations until the State has confirmed successful completion of the training curriculum.

A.20. Local Testing. Upon State approval of the Local Rollout Plan as described in Section A.18., the Contractor shall assist the State in conducting testing activities of the Solution in preparation for go-live.

a. The State shall identify staff who can conduct testing within a mutually agreed upon period of time.

b. The Contractor shall provide access and initial training to users in operation of the test environment.

c. The Contractor shall lead testing efforts, following the Testing Plan outlined in Section A.12.

d. The Contractor must integrate any State feedback before acceptance of testing.

A.21. Local User Acceptance Testing (UAT). Upon State acceptance of Local Testing as described in Section A.20., the State shall begin UAT activities to validate the Solution's end-to-end business processes.

Local UAT validates the Solution setups for transactions and user access, confirms expected and intended use of the Solution, verifies performance on business-critical functions, and confirms Solution integrity. The Contractor shall support UAT activities in resolving Defects promptly in accordance with established SLAs, to ensure the Solution functions properly and meets acceptance criteria.

Local UAT is concluded upon State acceptance.

A.22. Local Deployment and Go-Live. Upon State acceptance of UAT as described in Section A.21., the Contractor shall deploy the Solution at the Trial Court or defined jurisdiction.

a. The Contractor shall incorporate all designs, requirements, configurations, customizations, and Integrations specific to the Trial Court or local jurisdiction noted in the Solution Local Rollout Plan, Section A.18.

b. The Contractor shall migrate all necessary data required for business operations to be conducted at the Trial Court or local jurisdiction.

c. The Contractor shall perform a dry run of production that includes at least 3 practice conversions, data validations, and issue triaging prior to rollout. The State must approve the results of the dry run prior to official deployment and go-live.

d. Contractor shall begin providing production support services once the first site is in production.

e. Local deployment and go-live will be considered successful upon five (5) consecutive days of production services without major service interruption.

A.23. Cutover Completion Report. Upon successful deployment and go-live as described in Section A.22., Contractor shall provide the State a Cutover Completion Report, validating the full transition of Solution into production.

a. Contractor shall meet with the State as needed to discuss go-live and deployment launch successes, lessons learned, and Defects.

A.24. Local Hypercare. Upon successful deployment and go-live as described in Section A.22., Contractor shall begin performing Hypercare services for the Trial Court or defined jurisdiction.

a. Local Hypercare services will be provided for a length of time agreed-upon between the Contractor and the State.

A.25. Production Support Transition. The Contractor shall begin implementing the items detailed in the Production Support Transition Plan as noted in Section A.15.

A.26. Production Support Measures. Contractor shall establish clear and comprehensive Performance Measures and SLRs to ensure the Solution meets the highest standards of performance, reliability, and security.

a. Contractor's Performance Measures shall define the expected levels of service, including availability, support, and response times.

b. Contractor's SLRs shall outline the technical and operational requirements necessary to support the State's strategic vision for modernizing court operations.

c. Contractor shall define measurement periods, when the period commences and ends.

d. Contractor's Performance Measures and SLRs shall be approved by the State prior to establishment.

e. Contractor shall not be responsible for a failure to meet a Performance Measure or SLR to the degree the Failure is caused by system components owned or controlled by the State, willful misconduct, or violations of law by State or third-party providers, other than subservice providers engaged by the Contractor.

f. Contractor shall not be responsible for a failure to meet a Performance Measure or SLR due to Change Order Requests; provided that, as part of the process, the Contractor has previously notified the State in writing that the implementation of the Change Request would result in a Failure to meet a Performance Measure.

g. With State approval, Contractor shall add or make changes to Performance Measures, the SLRs, or both.

h. All Contractor documentation shall be subject to State approval.

A.27. Production Support Reports. Contractor shall create and maintain monthly production support

reports for the State to verify maintenance services, planned release schedule, risks, issues and performance.

A.28. Production Support Activities. The Contractor shall continuously monitor the Solution and maintain Integrations with the intent to identify, report, and correct Failures and ensure the Contractor is meeting or exceeding the SLRs.

a. The Contractor shall provide ongoing user activity monitoring capabilities of systems and services in a manner agreed upon by the State.

b. The Contractor shall immediately notify the State upon knowledge of an actual or anticipated Failure, issue, or service interruption.

c. In the case of a Failure or issue, Contractor shall resolve following established SLAs.

d. In the case of a service interruption, Contractor shall immediately notify the State and follow Corrective Action Plan measures.

A.29. Compliance Monitoring Reporting. The Contractor shall monitor Contractor Solution processes to ensure adherence to all legal, regulatory, and internal standards (e.g. TN EISP, CJIS, FedRAMP, NIST).

a. The Contractor shall keep complete and accurate logs of all such data for the Term of the Contract.

b. The Contractor shall provide the State with regular compliance monitoring reports in a web-based dashboard format that depicts current conditions across the solution, including ongoing and resolved compliance issues.

A.30. Performance Measurement Reporting. On or before the 10th calendar day of the calendar month or as otherwise requested by the State, Contractor shall deliver a Performance Measurement Report containing the following:

1. For each measured process and with respect to the immediately preceding calendar month, all data relating to the provision of the service during the applicable month;

2. For each measured process during the immediately preceding calendar month, details of the Contractor's performance as measured against the process for such Service during the applicable month;

3. Details of any scheduled downtime that the Contractor believes has impacted the measured Services during the applicable month; and

4. Any other information requested by the State.

For any process with a measurement period of longer than a month, the provision of item 2) above shall apply for the calendar month on which the final date of the measurement period for such process falls.

An example Performance Measurement Matrix is provided for reference purposes only as Appendix L.

A.31. SLR Reporting. Upon State request, the Contractor shall provide data and details for measured SLRs in an approved form and format containing:

1. Details of the Contractor's performance as measured against the SLRs during the applicable day;

2. Details of any measured SLRs that were supposed to be performed during the applicable day that were not fully performed as required; and

3. Details of any measured SLRs that were supposed to have been performed during a previous day but were not fully performed as required on that day, and the status of such measured services.
4. Any other relevant SLR related details upon request by the State.

The Contractor shall use, for each SLR, the measurement tools and methodologies needed to adequately measure each service level, or such other means as reasonably required by the State to confirm Contractor's compliance with SLRs.

A.32. Performance Dashboard. The Contractor shall provide an online portal that gives the State access to all Compliance, Performance, and SLR data. Dashboard shall have capability for filtering data.

A.33. Corrective Action Plan. The Contractor shall promptly implement an action plan to resolve identified Problems impacting the Solution.

a. The Contractor shall immediately mitigate any harmful effects within its control.

b. The Contractor shall regularly update the State on remedial progress and status.

c. The Contractor shall demonstrate that all reasonable actions have been taken to prevent recurrence.
d. The Contractor shall conduct a root cause analysis within five (5) business days of Problem resolution and report findings to the State.

e. The Contractor shall develop a plan to address and prevent Problem recurrence.

f. The Contractor shall allocate necessary resources to resolve and prevent issues as outlined in the Corrective Action Plan.

g. Upon State acceptance of the Correction Action Plan, Contractor shall promptly implement solutions, provide progress updates, and demonstrate preventive measures.

A.34. Subcontractor Monitoring. The Contractor shall be responsible for the formulation, review, execution, monitoring, and evaluation of all State-approved Subcontractor agreements in compliance with Clause D.7. The Contractor shall work with its Subcontractors to assure no duplication of processes and that services are not duplicated across its Subcontractor network.

A.35. The Contractor shall limit its Contractor staff to be compliant with CJIS security.

A.36. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:

(1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;

(2) the specific effort involved in completing the change(s);

(3) the expected schedule for completing the change(s);

(4) the maximum number of person hours required for the change(s); and

(5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.37. Enterprise Software Solution. The Contractor shall supply an enterprise Solution to the State for the CMS and eFiling Application. The Contractor agrees to provide to the State (i) access and use of the enterprise solution, including for the purpose of conducting the State's business; and (ii) the ability to archive and backup data processed in the Solution. The State's rights hereunder shall permit the access to and use of the Solution by: (1) any law enforcement, immigration, judicial or other governmental entity for purposes reasonably related to the administration of, or adjudication in, the courts of the State of Tennessee, (ii) any court user or party needing the Solution for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of Tennessee, (iii) third parties that perform processing services and/or disaster recovery services for the State or on behalf of the State as long as the Solution is used only as defined herein, and (iv) the State's service providers, but only in connection with their provision of services to the courts of the State of Tennessee. Such use and access may be directly enabled or web enabled via Internet or intranet or enabled via any other communication facility. Contractor shall supply to the State any title or license to software required for effective use of the Solution.

Notwithstanding any other provision in this Contract, the Administrative Office of the Courts of Tennessee (and its agents, employees, and Contractors) and State's third-party Contractors may: (i) install, use and host the Solution for the benefit of the State at the facilities of the State or the facilities of Contractor or third-party Contractors; (ii) access and use the Solution for the purpose of providing the State with implementation and configuration services in connection with the Solution; (iii) access and use the Solution for the purpose of maintaining and supporting the Solution for the benefit of the State; and (iv) archive and backup data processed in the Solution.

A.38. Standard of Performance; Warranties.

Standard of Performance. Contractor will perform all work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Contract, and pursuant to the governing rules and regulations of the industry. Contractor understands that the State relies on the accuracy, competence, and completeness of Contractor's services. Contractor will maintain and implement industry-standard safeguards against the

destruction, loss, misuse, unauthorized disclosure, or alteration of data and the State's Confidential Information, and such other related safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to State policies or procedures.

Warranties.

Services Warranty. Contractor warrants and represents that the work and all deliverables furnished to the State will conform to the requirements of this Contract, and that such work and deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

CMS and eFiling Application Solution Warranty. Contractor hereby warrants and represents that: (i) the licensed software, as installed and configured for the State's instance of the solution, will perform in accordance with and conform to the applicable specifications, and (ii) the licensed software will be appropriately adapted, as and to the extent necessary.

Virus Protection Warranty. Contractor hereby warrants and represents that, any time the licensed software, hosted services, or any maintenance release(s) are delivered to the State, whether delivered via electronic media or the internet, no portion of the licensed software, hosted services or maintenance release(s), or the media upon which it is stored or delivered, will have any type of software routine or other element which is designed to facilitate or is capable of facilitating: (i) unauthorized access to or intrusion upon; (ii) disabling or erasure of; or (iii) unauthorized interference with, the operation of any hardware, software, data or peripheral equipment of or utilized by the State, or any contamination which might impact the State's network or data.

Warranty of Law. Contractor warrants and represents that to the best of Contractor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the licensed software, hosted services or any part of the work alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the work complies with applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Contract and to consummate the transactions contemplated hereby; and (iv) Contractor's performances under this Contract are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor's business and services.

Warranty of Title. Contractor warrants and represents that (i) it has good title to the licensed software, and the licensed software does not contain any materials owned or licensed by a third party; (ii) it has the absolute right to grant to the State the licenses granted hereunder; (iii) the State shall quietly and peacefully possess and use any licensed software provided hereunder, subject to and in accordance with the provisions of this Contract; and (iv) Contractor shall be responsible for, has and shall have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the licensed software (the "Title Warranty").

Support Services Warranty. Contractor hereby warrants and represents that each of its employees, independent Contractors or agents assigned to perform any support services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Contract shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

Effect of Breach of Warranty. If, at any time during the term of this Contract, Contractor breaches any warranty under this Section, the State shall promptly notify Contractor in writing of such alleged breach of warranty. If the breach relates to the CMS and eFiling Application Solution

Warranty or Virus Protection Warranty, then Contractor shall promptly correct the identified deficiency. If the breach relates to Warranty of Law, then Contractor shall promptly correct the identified deficiency. If the breach relates to Warranty of Title, then Contractor shall promptly either: (a) procure for the State the right to continue use of the licensed software at no additional charge to the State, (b) modify such licensed software to avoid the claimed infringement (provided that such modification does not adversely affect the State's intended use of the licensed software) at no additional charge to the State, or (c) replace said licensed software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to the State. If none of the foregoing options is practicable, then the State may terminate this Contract as hereinafter provided in this Section. If the breach relates to Support Services Warranty, then Contractor shall promptly re-perform the nonconforming Support Services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this Section, and the resulting non-performance or deficiency materially affects the ability of the State to utilize the licensed software, then the State may terminate this Contract in accordance with Section D.6 (Termination for Cause).

All warranties will insure to the State, its successors, assigns, customer agencies, and users of the work provided hereunder.

A.39. Maintenance and Support Services.

Maintenance. Contractor shall provide the State with maintenance services for the licensed software as follows: (i) such improvements, enhancements, upgrades, updates, new releases, extensions and other changes to the licensed software, as and when made generally available by Contractor to its other customers or as and when made specifically available by Contractor to any other State, including but not limited to modifications, improvements, renamed products, correction of defects, and fixes relative to the usual, general, and ordinary use and application of the licensed software; (ii) updates to the licensed software if and as required to cause the licensed software to operate under new versions or releases of the State's then-current operating system or database platform, within a reasonable time after the general release of such new versions or releases; (iii) updates to the licensed software if and as required to cause the licensed software to support business operations of the State's conducted in order to comply with specific provisions of Tennessee and other applicable law (including the various rules of the Tennessee Trial Courts), as and when such law may change from time to time during the term; and (iv) maintenance releases to the licensed software if and as required.

Maintenance Releases. Contractor shall also include new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality: (a) in the event that such modules, improvements, enhancements, upgrades or extensions are distributed by Contractor free of charge to its customers; (b) in the event that such modules, improvements, enhancements, upgrades or extensions are distributed to or developed by Contractor for any other State; (c) if Contractor requires the State to install such new module, improvement, enhancement, upgrade or extension in order to receive or continue receiving a maintenance release(s) of the licensed software; or (d) if such modules, improvements, enhancements, upgrades or extensions constitute a new product, released by Contractor as a substitute for the licensed software, under circumstances where Contractor discontinues releases of or support for the licensed software.

Installation of Maintenance Releases. The State shall have the right to refuse the installation or implementation of any such maintenance release that necessitates: (i) re-training of the State's users, (ii) conversion of the State's case management system to a new platform or operating system, (iii) significant reprogramming or reconfiguration of the licensed software, or (iv) undesired functionality. During the term of this Contract, the State may request that Contractor

provide, pursuant to a separate agreement for professional services, a maintenance release for the licensed software to permit the State to implement a new or different database platform or operating system for the State's case management system. If Contractor refuses to provide such maintenance release within a commercially reasonable period, then the State may terminate this Contract in accordance with Section D.6 (Termination for Cause).

Support Services. Contractor shall provide to the State services to support court operations, via such method as is appropriate given the nature of the required support services, including without limitation telephone support, remote access support or in-person support at the State's location or such other location as State may specify.

Support Service Levels. In the event that the licensed software fails to perform in accordance with the specifications or otherwise contains errors, defects, bugs, nonconformity or malfunctions, the State shall notify the Contractor of such condition, and Contractor shall respond to the State's requests for support services. Contractor shall perform correction or repair at no additional charge to the State.

Suspension of Maintenance. The State shall be entitled to receive maintenance and support services from Contractor. Contractor shall not suspend or terminate maintenance and/or support services without first obtaining either the State's prior written consent or an order of a court of competent jurisdiction (from which no appeal has been or can be taken) affirmatively authorizing such suspension or termination.

A.40. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State. Notwithstanding the State's notice to Contractor that a good or service provided under this Contract is Defective, the State retains the absolute right to use and continue use of the defective good or service until Contractor remedies the defective condition, including but not limited to Contractor's placement of the CMS and eFiling Application Solution in a production environment.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on DATE ("Effective Date") and extend for a period of one hundred twenty (120) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute one (1) twelve-month renewal option under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred forty-four (144) months.

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed three-hundred sixty-five (365) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred forty-four (144) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the acceptance by the State of deliverables associated with the provision of goods and services as set forth in Section A. The payment methodology chart shown below will be extended to include specific deliverable payments during contract negotiations.

b. For all payments, the State shall retain 20% until formal acceptance of the final phase of the statewide rollout of the Solution is achieved. The 20% retained payments will be paid to the Contractor upon acceptance of the final phase of the deployment of the Solution.

c. No production license fees or production hosting fees will be paid until the solution is in production use by court users. During the phased rollout of the solution, the total production license and hosting fees must be prorated proportional to the number of users or courts in production use at the time of invoicing for such production fees until the solution is in production use in all courts.

d. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount
Case Management System: Total Implementation Cost (See Attachment Four for total costs)	$ Number
eFiling Application: Total Implementation Cost (See Attachment Four for total costs)	$ Number
Case Management System: Software Licensing Fee	$ Number/Year
eFiling Application: Software Licensing Fee	$ Number/Year
Case Management System: Hosting Fee (See Attachment Four for detailed breakdown by year)	$ Number
eFiling Application: Hosting Fee (See Attachment Four for detailed breakdown by year)	$ Number
Case Management System: Maintenance and Operations (See Attachment Four for detailed breakdown by year)	$ Number
eFiling Application: Maintenance and Operations (See Attachment Four for detailed breakdown by year)	$ Number

e. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.36, without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section C.3, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.d., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.6. through A.30.). If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	**Amount** (per compensable increment)
Change Orders – As defined in Contract Section A.36.	$ Amount per hour
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Administrative Office of the Courts
Attn: Brandon Bowers
511 Union Street
Suite 600
Nashville, TN 37219

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Administrative Office of the Courts;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service;
(14) Amount retained for holdback; and
(15) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer, as applicable. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient

confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Brandon Bowers, Chief Technology Officer
Tennessee Administrative Office of the Courts
511 Union Street, Suite 600,
Nashville, TN 37219
Brandon_L_Bowers@tncourts.gov

Telephone # 615-741-2687

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Materiality of any violation under this Contract shall be determined in the sole discretion of the State, and identification of any particular provision within this Contract as a material obligation

shall not preclude determination by the State that any other provision of the Contract is also a material obligation. Absent fraud, willful misconduct, or violation of law, the Parties agree to work in good faith to provide notice and reasonable opportunity to cure Breach Conditions prior to termination of this Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Contractor shall require in all agreements with subcontractors provisions applicable to the subcontractor for fulfillment of material provisions under this Contract on same terms that are applicable to Contractor, including but not limited to subcontractor's compliance with all applicable state and federal laws and regulations; subcontractor's indemnification of the State; subcontractor's maintenance of insurance policies and coverage amounts required under this Contract and inclusion of the State as an additional insured; and subcontractor's maintenance of security requirements for protection of Confidential Information. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime Contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included as Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current,

written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, written progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's Failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost

revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The Failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the Failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. As applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the

Contractor of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq*., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent Contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier Failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any Failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The

occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with all attachments and exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the Contractor's response to the State solicitation seeking this Contract;
e. any technical specifications provided to respondents during the procurement process to award this Contract; and
f. the State solicitation, as may be amended, requesting responses in competition for this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and

endorsements required under this Contract. Contractor's Failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. To the extent that Contractor is unable to obtain insurance coverage containing such a waiver, Contractor agrees to indemnify and hold harmless the State as well as its officers, agents, and employees from and against any and all subrogation claims, liabilities, losses, and causes of action which may arise, accrue, or result to any insurer who provides insurance coverage carried by Contractor, regardless of negligence. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit; however, the Failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's Failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

Any deductible or self-insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that Failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead, Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required

insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The Failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the Failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

   The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

   1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
      I. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

   2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
      a. The Contractor employs fewer than five (5) employees;
      b. The Contractor is a sole proprietor;
      c. The Contractor is in the construction business or trades with no employees;
      d. The Contractor is in the coal mining industry with no employees;
      e. The Contractor is a state or local government; or
      f. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

   1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

1. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.

Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and

If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or Incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the

aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

g. Product Liability Insurance

1) The Contractor shall maintain Product Liability/Completed Operations Insurance, which shall be written on an occurrence basis. This insurance shall cover compensation when someone is injured or their particular property is damaged by a product that Contractor has sold or manufactured, including the cost of legal action, or if the injury or damage arises from a Completed Operation by the Contractor. The injured person does not need to be the user or buyer to make a claim.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment.
3) Coverage can be written on a claims made basis provided that the retroactive date is on or prior to the Contract Effective Date, and if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date. The Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment and
4) Any Product Liability/Completed Operations insurance policy shall have a limit not less than two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) in the aggregate. The full limit can be provided by an Umbrella/Excess Liability insurance policy that follows the form of the Products/Completed Operations policy.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor shall remit sales and use taxes on the sales of goods or services that are made by the Contractor and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records, data and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. The State and its subdivisions grant the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State and its subdivisions or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add items that are needed and within the Scope but were not included in the original Contract. Such items will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add items, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

(1) The effect, if any, of adding the items on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;

(3) The expected effective date for the availability of the new items; and

(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor deliver the new items.

E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's Failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

E.4. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a detailed written description of the Contractor's information technology control environment, including a description of general controls and application controls. The Contractor must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or subcontractors, used by the Contractor to process Confidential Information and/or provide services under this Contract.

Contractor will maintain and cause its subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor's and subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Contractor grants the State or the Comptroller of the Treasury with the right to audit the Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing

general and application controls for any third or fourth parties, or subcontractors, used by the Contractor to process Confidential Information and/or provide services under this Contract. The audit may include the Contractor's and subcontractor's compliance with the State's Enterprise Information Security Policy and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Contractor and subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all subcontractors used by the Contractor. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Contractor must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Contractor and subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Contractor and subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

E.5. **Information Technology Security Requirements (Confidential Information, Audit, and Other Requirements).**

The Contractor shall implement, maintain, document, and continuously comply for the full contract term with all applicable requirements of the following:

- FedRAMP Moderate or higher for all cloud hosting environments
- CJIS Security Policy, as currently published by the United States Department of Justice Federal Bureau of Investigation, for the full solution, including but not limited to the application and to any hosting infrastructure.
- SOC 2 Type II attestation covering Security, Availability, Confidentiality, Processing Integrity and Privacy, or any equivalent independent third-party certification/attestation or an equivalent documented security control framework approved by the State, for the full solution, including but not limited to the application and to hosting infrastructure
- State of Tennessee Enterprise Information Security Policies (EISP)
- HIPAA Security, Privacy, and Breach Notification Rules (as applicable)
- PCI-DSS Requirements (as applicable)
- FERPA (as applicable)
- NIST Special Publications 800-53, 800-171, 800-115, 800-30, and 800-88 (as applicable)
- All applicable security regulations in force in the State of Tennessee

Compliance with these frameworks must be achieved prior to utilizing any Confidential Information, or full or partial copies thereof, and remain in effect for the full contract term. Compliance with these frameworks is mandatory and constitutes a material performance obligation under this Contract.

a. The Contractor shall protect Confidential Information as follows:

(1) The Contractor shall ensure that all Confidential Information is housed in the continental United States, inclusive of backup data. All Confidential Information must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to Confidential Information shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States.

However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

(2) As applicable, the Contractor shall encrypt Confidential Information at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

(3) The Contractor and any subcontractor used by the Contractor to host Confidential Information, including data center vendors, shall be subject to an annual engagement by a licensed CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type II examination (or equivalent audit of the Contractor's security control framework approved by the State). The scope of the examination engagement must include the SOC 2 Type II Security, Availability, Confidentiality, Privacy and Processing Integrity Trust Services Criteria (or equivalent). In addition, the Contractor services that are part of this Contract, including any processing or storage services, must be included in the scope of the examination engagement(s).

(4) The Contractor must annually review its SOC 2 Type II (or equivalent) examination reports. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury a non-redacted copy of the Contractor's examination report(s). The Contractor must review the annual examination reports for each of its subcontractors and must also assist the State or Comptroller of the Treasury with obtaining a non-redacted copy of any examination reports for each of its subcontractors, including data centers used by the Contractor to host or process Confidential Information.

If the Contractor's SOC 2 Type II (or equivalent) examination report includes a modified opinion, meaning that the opinion is qualified, adverse, or disclaimed, the Contractor must share the report and the Contractor's plan to address the modified opinion with the State or the Comptroller of the Treasury within 30 days of the Contractor's receipt of the report or upon request from the State or the Comptroller of the Treasury. If any subcontractor(s) examination report includes a modified opinion, the Contractor must assist the State or Comptroller of the Treasury with obtaining the subcontractor(s) report and the subcontractor(s) plan to address the modified opinion.

The Contractor must have a process for correcting control deficiencies that were identified in the SOC 2 Type II (or equivalent) examination, including follow-up documentation providing evidence of such corrections. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a corrective action plan and evidence of correcting the control deficiencies. The Contractor must require each of its subcontractors, including data centers used by the Contractor to host Confidential Information, to have a process for correcting

control deficiencies identified in their examination reports and must assist the State or Comptroller of the Treasury with obtaining a corrective action plan and obtaining evidence of correcting control deficiencies identified in subcontractor(s) reports.
No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

(5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. “Processing Environment” shall mean the combination of software and hardware on which the Application runs. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to Confidential Information, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the Chief Technology Officer,
Tennessee Administrative Office of the Courts at 615-741-2687 and emailing Brandon_L_Bowers@tncourts.gov. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

(6) If a breach has been confirmed, a fully un-modified third-party forensics report must be supplied to the State. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further unauthorized disclosures.

(7) Upon State request, the Contractor shall provide a copy of all Confidential Information it holds. The Contractor shall provide such data on media and in a format determined by the State

(8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all Confidential Information it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor, and all data centers used by the Contractor to host Confidential Information, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Solution so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain

middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media Failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88 within ten (10) business days. Contractor shall ensure destruction extends to all backups, logs, media, and any subcontractor's systems.

(5) Cloud Security Responsibility

The Contractor acknowledges that the Contractor is responsible for compliance with all security requirements specified in this Contract. The Contractor acknowledges use of a cloud service provider subcontractor does not transfer responsibility for compliance with the security requirements specified in this Contract to that subcontractor.

c. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major Incident

One (1) Hour

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity:

Eight (8) Hours

The Contractor shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Contractor shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days and the test results should be provided to the state within ten (10) business days of completion. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT Failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements. RPO and RTO requirements are defined above.

E.6. Security Assessments. Upon advance written request by a State, Contractor agrees that the State shall have reasonable access to Contractor's operational documentation, records, logs, and databases that relate to data security. Upon a State's request, Contractor shall, at its expense, perform, or cause to have performed up to two annual assessments of Contractor's compliance with its data security obligations. Contractor shall provide to the State the results, including any findings and recommendations made by Contractor's assessors, of such

assessment, and, at its expense, take any corrective actions. Assessments should include annual independent penetration tests, annual cloud configuration security audits, annual application security reviews, and monthly authenticated vulnerability scans. Remediation approaches and timeframes are subject to review and approval by the State.

E.7. Data Requests. Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Confidential Information. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract or Confidential Information without first notifying the State. Contractor shall provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

E.8. Criminal Justice Information Services (CJIS) Data. Contractor shall meet all applicable requirements of the most current version of the Criminal Justice Information Services (CJIS) Security Policy.

E.9. Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.

E.10. Work Papers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis work papers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.11. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.12. Liquidated Damages. In the event of a Contract performance or compliance Failure by the Contractor, the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's Failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment Five and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

E.13. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a

Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.14. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.15. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq*., and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.

E.16. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that persons are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices of its nondiscrimination consistent with this provision.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified persons will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such person has inquired about, discussed, or disclosed his or her compensation or the compensation of another person. This provision shall not apply to instances in which an employee who has access to compensation information discloses it as a part of such employee's essential job functions, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. Consistent with its obligations under section D.25 to this Contract, Contractor agrees it will be subject to all state and federal laws and regulations for equal employment opportunity applicable to work performed under this Contract.

E.17. Americans with Disabilities Act. Contractor must comply with the Americans with Disabilities Act (ADA) of 1990 and regulations promulgated pursuant thereto, both as amended, including but not limited to regulations under 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services," including Subpart H –Web and Mobile Accessibility, effective April 24, 2026, and 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities." For more information, please visit the ADA website: http://www.ada.gov.

E.18. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.19. The Contractor agrees that any product, service, or solution incorporating Artificial Intelligence (AI), including Generative AI (GenAI), procured under this Contract shall comply fully with the State of Tennessee's **Enterprise Artificial Intelligence Policy (Policy 200-POL-007)**, available at: https://www.tn.gov/content/dam/tn/finance/artificial-intelligence/Enterprise_Artificial_Intelligence_Policy.pdf

The Contractor further agrees to the following:

1. **Data Privacy and Security**
Contractor shall not use, access, store, transmit, or process any Confidential Information—including but not limited to confidential, privileged, personally identifiable

information (PII), protected health information (PHI), Payment Card Industry (PCI) data, criminal justice information (CJIS), federal tax information (FTI), Centers for Medicare & Medicaid Services (CMS) data, Social Security Administration (SSA) data, Family Education Rights & Privacy Act (FERPA) data, or internal communications—through any AI tools or platforms unless:

a. The AI tool is explicitly approved in writing by the State.
b. The tool is operated within a secure State-controlled or approved environment.

2. **Prohibition on Model Training**
Contractor shall not use Confidential Information to train, fine-tune, or otherwise improve AI models, unless expressly authorized in writing by the State and in accordance with Policy 200-POL-007.

3. **Transparency and Accountability**
Contractor shall clearly disclose when AI tools are used in providing services or generating content on behalf of the State. Contractor is responsible for the accuracy, reliability, and appropriateness of all AI-generated outputs.

4. **Use of Approved Tools Only**
Only State-approved AI platforms, systems, or services may be used in the performance of this contract. Use of public, consumer, or non-State-managed AI platforms (e.g., ChatGPT, Google Gemini, etc.) with Confidential Information is strictly prohibited unless authorized in writing.

5. **Ongoing Compliance and Risk Mitigation**
Contractor shall ensure continued compliance with evolving State and federal regulations related to AI. The State reserves the right to audit or review AI usage under this Contract at any time.

6. **Indemnification**
Contractor shall further indemnify and hold harmless the State in accordance with the Hold Harmless section of this Contract for any unauthorized disclosure, misuse, or compromise of Confidential Information resulting from AI-related processing that violates this Contract or State policy.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

_____

CONTRACTOR SIGNATURE DATE

_____

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE ADMINISTRATIVE OFFICE OF THE COURTS:

_____

NAME, TITLE **DATE**

ATTACHMENT ONE

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Attachment Two

The Requirements Traceability Matrix.

Attachment Three

The Elaborated and State-Approved Requirements Traceability Matrix.

Payment Methodology Breakdown

The awarded Contractor's completed RFP Attachment 6.3 will be incorporated here as Attachment Four to the Contract.

Attachment Five

Liquidated Damages

Liquidated Damages Event *Enter event giving rise to the liquidated damages (attach contract and include contract section references to describe Contractor's required activity or deliverable as applicable)*	**Liquidated Damages Amount** *Enter assessed monetary amount if the Liquidated Damages Event occurs (e.g., one thousand dollars ($1,000.00) for each day beyond the deadline that any service deliverable is not completed).*	**Method used to estimate the Liquidated Damages Amount** *Explain how the liquidated damages amount was selected. Reminder: assessment amounts should be a reasonable estimate of the damages that would occur from the Liquidated Damages Event.*
For any individual site, the Contractor failed to Go Live with the product defined for implementation within the timeline agreed upon by the Parties in the Project Management Plan under Contract Sections A.6., A.14	One thousand dollars ($1,000) per Calendar Day per individual site until said performance or compliance has been resolved.	The State has considered its experience, the terms of the contract and the impact that a contractor's breach would have on the courts and its mission. The State has concluded, under the totality of the circumstances, that the amount(s) applicable to this event are appropriate amount(s) for the estimate of liquidated damages for this procurement.

APPENDIX A

Project Management Plan – Activities and Work Products/Deliverables Example

Activities	Work Products / Deliverables

Project Management	1. The **Project Management Plan** will, at a minimum, include the following areas:
	• Project Management
	  ○ Project Objectives and Scope
	  ○ Project-level Risk and Issue Management Plans & Logs
	  ○ Project-level Change Management Plan
	  ○ Project-level Deployment Plan
	  ○ Project-level Schedule
	  ○ Project-level Configuration Management Plan
	  ○ Project-level Stakeholder Engagement Plan
	• Requirements Validation & Confirmation
	• Project-level Solution Design
	  ○ Future-state Solution Documentation
	• Project-level Configuration and Customization
	  ○ Solution Implementation Plan; inclusive of:
	  ▪ Security Plan for the Project
	  ▪ Disaster Recovery (DR) and Business Continuity (BC) Plan
	  ▪ Infrastructure Services Plan
	  ○ Statewide Configuration Plan
	  ○ Local Court Configuration Guide
	  ○ Integration Strategy
	  ○ Implementation Progress Report; inclusive of:
	  ▪ Risk Mitigation Report
	  ○ Cutover Plan
	• Data Conversion/Migration Plan
	• Project-level Testing
	  ○ Test Plan
	  ○ Test Scripts
	  ○ System Test Results
	  ○ Final System Testing Results
	  ○ UAT Results
	• Project-level Training & Knowledge Transfer
	  ○ Training Plan
	  ○ Training Curriculum and Materials
	  ○ Training Completion Report
	• Project-level Deployment and Go-Live
	  ○ Readiness report
	  ○ Readiness Report
	  ○ Updated work products from the implementation for production
	  ○ Final as-built configuration documentation
	  ○ Cutover Completion Report
	  ○ Updated Cutover Plan and Final Cutover Plan/Schedule
	  ○ Service Level Performance Dashboard
	• Project-level Production Support & Transition
	  ○ Project Closeout Report
	  ○ Monthly Production Support Templates

APPENDIX B

Implementation Phase – Activities and Work Products Example

Activities	Work Products/Deliverables
▪ **Conduct Pre-Planning and Preparation** – Conduct planning meetings with AOC and other stakeholders as required to confirm the schedule, plans, documentation, and other logistics for activities related to implementation management responsibilities. ▪ **Develop Phase Kickoff Materials** and conduct a Kickoff Meeting with key stakeholders within thirty (30) days of contract execution. The kickoff meeting will provide an overview of the phase objectives, plans, phase scope and schedule, introduce Contractor's team and roles and responsibilities, and outline phase startup procedures. ▪ **Develop weekly status reports** and schedule ongoing communications for the phase ▪ **Provide Ongoing Project Management Duties** - includes providing weekly phase plan and schedule updates, weekly status reporting, weekly status meetings, risk and issue monitoring, and integrated change management activities. In addition to weekly status meetings, the Project Manager shall participate in Project Steering Committee meetings and quarterly meetings as required.	**1) Management Plan** - Describes the overall management approach and schedule throughout the life cycle of the project. The Management Plan will define the following (at a minimum): a) **Risk and Issue Management Plans & Log** – Risk and Issue Management Plan, Escalation Plan, and Ongoing Risk and Issue Register Log.

▪ **Deployment Planning** - Conduct workshops with AOC and other stakeholders to finalize approach for deploying the solution into production, including possible strategies, site specific considerations, and benefits and risks of strategy alternatives. ▪ **Develop Deployment Plan**	**2) Deployment Plan** (e.g., transition planning to finalize phased rollout details) a) Finalized approach for deploying the solution into production including any phasing strategies, site specific considerations, and benefits and risks of strategy i) Overview of the current environment and considerations for deployment ii) Identification of high-risk transition areas and impact, mitigation strategies, and recommended mitigation actions iii) Any ongoing risks, based on finalization of phasing approach, must be tracked in a risk log. iv) Any decisions that impact the schedule must be documented in the phase schedule. v) Any cutover consideration(s) must be documented in the final Cutover Plan. b) Contractor must also provide a finalized phase organization chart
Develop a baseline phase schedule to reflect the phase timelines, milestones, and deliverables	**3) Baseline Phase Schedule** – Phase work plan and schedule, including Gantt chart(s) and a phase calendar in Microsoft Project, or other approved application, that is developed and maintained in accordance with industry best practices. The phase work plan will reflect any changes from the Phase Management Plan originally agreed to during the phase initiation and be updated/published on a weekly basis. The phase schedule will include the following components (at a minimum): a) A view of the activities, activity descriptions, and activity durations assigned to stakeholders and Contractor b) Resources (AOC, other stakeholders, Contractor, and third-party Contractors) assigned to each activity and their required level of effort c) All required phase deliverables tied to the appropriate phase milestones d) Identification of all key phase milestones e) Deliverable approval periods f) A critical path analysis and reporting process

Develop Configuration and Customization Management Plan	**4) Configuration and Customization Management Plan** – Describes the following (at a minimum): a) Approach for managing customizations, third-party software, and configuration settings made in the system, including testing, final approval of deployment, and deployment b) How Contractor will create (and maintain) a Configuration Log that captures configuration items in a register, including identified baselines under control that complies with leading industry practices. c) How Contractor will create (and maintain) a Customization Log that captures customization items in a register. d) After approval by AOC, Contractor shall conduct the Configuration and Customization activities described in the plan.
Stakeholder Engagement Plan	**5) Stakeholder Engagement Plan -** A Stakeholder Engagement Plan should serve as a comprehensive guide for effectively communicating and collaborating with all key stakeholders throughout the phase life cycle. a) It should include a detailed list of key personnel, outlining their roles, responsibilities, and levels of influence or interest in the phase. b) The plan should also define communication strategies, including the frequency and methods of engagement, to ensure stakeholders are informed, consulted, and involved in decision-making processes. c) Additionally, it should identify potential stakeholder concerns and outline strategies for addressing these concerns to foster positive relationships and ensure alignment with project objectives. The Contractor is expected to produce a Stakeholder Engagement Plan that demonstrates their approach to maintaining transparent and productive interactions with all parties involved.

APPENDIX C

Solution Implementation - Activities and Work Products Example

Activities	Work Products/Deliverables
Solution Implementation Plan - Contractor shall describe the Solution implementation approach throughout application design and interface configuration.	**1)** The **Solution Implementation Plan** shall include the following (at a minimum): a) Describe how the Contractor will configure the SaaS solution to meet AOC's specific requirements. b) Outline the system management tools that will be provided to oversee all environments, including staging and production, and detail how these tools will facilitate efficient deployment and ongoing management. c) Provide a detailed plan for integrating the CMS and eFiling Application Solution with existing systems used by AOC, courts, and other external organizations. Highlight how the SaaS solution's APIs and Integration capabilities will be leveraged to ensure interoperability. d) Explain the approach to gathering detailed configuration requirements and developing comprehensive documentation for any necessary Integration components, such as interfaces with external systems. e) Contractor shall provide the following sub-component plans that describe the following (at a minimum): **i)** **<u>Security Plan:</u>** (1) Approach for monitoring CMS and eFiling Application Solution security, including how it complies with applicable security protocols, regulations, etc. (2) Approach for keeping CMS and eFiling Application Solution security capabilities current with evolving known and potential security threats (3) Describe your approach for Identity and Access Management, Role Based Access Controls, and security audits. (4) Security Incident response plan details that describe the following (at a minimum): a) Security roles and responsibilities, mission statement, key terms governing Incident response, identification of an Incident response lead, and Incident detection channels b) Strategy to identify and categorize

	Incidents c) Process to communicate, contain, eradicate, and recover from Incidents d) Post-Incident activities to ensure continuous security improvement **ii) <u>Disaster Recovery (DR) & Business Continuity (BC) Plan:</u>** (1) Approach for initiating disaster recovery and/or business continuity procedures to be undertaken in the event of a disaster affecting CMS and eFiling Application Solution (2) Approach for ensuring all information necessary to restore operational service in the event of a disruption is correct and up to date (3) Functional roles and responsibilities of recovery teams (4) Description of recovery scenarios that can be implemented (5) Recovery activities to be exercised and frequency of testing (6) Description and location of data backups, inventories, or other related documentation that must be recorded **iii) <u>Infrastructure Services Plan:</u>** (1) Definition of each CMS and eFiling environment (e.g., development, test, production) (2) Approach for maintaining application and infrastructure component consistency across all CMS and eFiling Application Solution environments (3) Approach for certifying and/or providing quality assurance of CMS and eFiling Application Solution environments (4) Approach for managing phase environment changes including management of test and deployment of new releases while maintaining capacity to apply hotfixes to production (5) Approach for communicating and supporting testing of CMS and eFiling Application Solution environments with external organizations/systems (6) Approach for establishing initial capacity and anticipated growth requirements for CMS and eFiling Application Solution including but not limited to storage, processing, and network bandwidth

	(5) Approach to Performance Tuning to ensure the Solution operates optimally and within defined serviced levels. : Services shall include (at a minimum): a) Impact analysis of upcoming patches and upgrades b) Modifications to Contractor-provided components and configurations to support upcoming patches and upgrades c) Testing and deployment of patches and upgrades in all environments d) Continuous health checks of the production system e) Continuous tuning and other required system level administration f) Recommendations for system performance tuning g) Application modifications required to support scheduled infrastructure upgrades (8) Approach for monitoring ongoing usage and growth patterns of CMS and eFiling Application Solution resources including cumulative growth and peak usage patterns (9) Approach for deployment of additional capacity as specified in the original plan and per the results of ongoing capacity monitoring (10) Approach for preventative and unplanned services to CMS and eFiling Application Solution services (6) Documentation of third-party infrastructure service providers and associated communication and management processes

Configuration Activities — Implement configuration settings for both statewide and local court levels to ensure the CMS and eFiling Application Solution aligns with each court's unique operational requirements. This includes setting up user roles, permissions, and workflows, including those tailored to specific courts.	**2) Statewide Configuration Plan:** The Contractor should propose a comprehensive plan detailing how they will configure the system to meet statewide requirements. This plan should include specific configuration settings, standard functionalities, and the process for ensuring consistency across the state (all courts). **3) Local Court Configuration Guide:** The Contractor should provide a detailed guide outlining the configuration process they plan to accomplish for individual courts. This guide should include steps for customization to meet local needs while ensuring the overall system integrity and alignment with statewide standards.
Standard Integration Activities – Develop and execute a strategy for integrating the CMS and eFiling Application Solution with existing systems at both the statewide and local court levels.	**4) Integration Strategy Document:** The Contractor should propose a detailed strategy document that outlines their approach to integrating the CMS with existing systems. This document should specify the tools, methodologies, and timelines for both statewide and local Integrations, ensuring compatibility and efficiency. **5)** After approval by AOC, the Contractor shall develop the statewide Integration described in the Integration Strategy Document.
Standard Report Development Activities – Develop standard reports that align with the solution design and implementation phases to monitor phase status and mitigate risks. These reports should provide insights into system performance, user adoption, and potential issues.	**6) Implementation Progress Report Template:** The Contractor should propose a template for regular progress reports that track key milestones, deliverables, and any deviations from the phase plan. This template should facilitate transparency and accountability throughout the implementation process. a) **Risk Mitigation Report:** The Contractor should provide a report format that identifies potential risks, outlines mitigation strategies, and tracks their effectiveness over time. This report should support proactive risk management and decision-making throughout the phase life cycle.
Create a Cutover Plan - Contractor shall perform go-live cutover planning activities to assess transition readiness, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered for individual deployments.	**7)** The **Cutover Plan** shall include (at a minimum): a) A preliminary cutover schedule that clearly defines key milestones, deliverables, tasks, and responsibilities. The Cutover Plan will be updated prior to going live. b) Cutover milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered. c) Pre-cutover checklist and post-cutover evaluation criteria. Configuration and Customization activities must be accounted for in the Cutover Plan. Transition readiness assessment, including the preliminary schedule, rollback strategy, assessment scorecards, and defined critical readiness criteria that will drive go/no-go decisions related to overall readiness/preparedness for solution going live and CMS and eFiling cutover.

APPENDIX D

Data Conversion/Migration – Activities and Work Products Example

Activities	Work Products/Deliverables
Data Conversion/Migration: The Contractor is expected to develop and submit a comprehensive Data Conversion/Migration Plan.	**1)** **Data Conversion/Migration Plan:** This deliverable should describe the approach to sourcing and converting historical data from legacy systems into the new solution. The plan should include, at a minimum, the following: a) Data Sourcing Strategy: Outline how data will be identified and extracted from legacy systems, focusing on the types of data that are critical for migration, such as active cases and master person records. b) Data Transformation Process: Detail the methodologies and tools that will be employed to transform existing data into a format compatible with the new CMS, ensuring data quality and consistency. c) Data Loading Procedures: Describe the steps for loading transformed data into the new solution, including validation checks and reconciliation processes to ensure data integrity. d) Risk Mitigation and Quality Assurance: Explain the measures that will be implemented to mitigate risks associated with data conversion and migration, including quality assurance practices to verify data accuracy and completeness. Contractor shall perform a minimum of three (3) mock data conversions per CMS deployment. This plan should provide a clear roadmap for how the Contractor intends to manage the data conversion and migration process, ensuring a successful transition to the new CMS and eFiling Application Solution. **2)** After approval by AOC, the Contractor shall conduct the Data Conversion/Migration activities described in the Data Conversion/Migration Plan.

APPENDIX E

Testing Plan Example

Testing	Definition	Participants	Timing
Unit Testing	Test the individual units of source code or smallest portion of CMS that will be included in the unit test.	Contractor	During the Execution Phase or similar (e.g., configuration and development); completed satisfactorily prior to moving into System Testing
Integration Testing	Test an assemblage of units to ensure they work properly together. Contractor shall perform Integration testing to validate the successful exchange of information between the CMS and all interfacing systems. Contractor shall coordinate interface testing with third party entities and stakeholders.	Contractor, third-party vendors, external or internal stakeholders as appropriate	During Interface Development and System Testing
System Testing	Test the entire CMS including components that will be integrated on the hosted platform. System tests are executed with functional requirements and address the information flow in the system, where the underlying assembled units are no longer addressed separately, but as a whole. System testing often is the test that indicates to the development community whether the system is behaving as required and verifies and validates that a system can work in production. Contractor shall perform end-to-end system testing and resolve any Defects discovered, until system test results are produced to	Contractor, third-party vendors, external or internal stakeholders as appropriate	Occurs once development is “code complete” for each implementation; must be completed satisfactorily prior to User Acceptance Testing

	demonstrate the successful operation of the system, ensuring that the system is functioning, performing, and processing documents and data correctly.		
Security/Intrusion Testing	Test the authentication, authorization, and data protection of the application.	Contractor, third-party vendors, external or internal stakeholders as appropriate	Must be completed prior to cutover for each implementation
User Acceptance Testing (UAT)	Validate end-to-end business processes, comparing actual vs. expected results. UAT validates the system setup for transactions and user access, confirms the expected and intended use of the system, verifies performance on business-critical functions, and confirms application integrity. Contractor shall support UAT testing activities conducted by AOC and business stakeholders and resolve defects promptly in accordance with service levels, to ensure CMS functions properly and meets the acceptance criteria for exiting the Testing phase.	AOC & business stakeholders	Occurs after System Testing and prior to go live for each implementation
Stress/Performance Testing	Test 'transaction processing' capacity of the 'system' when the system refers to a process, application, or infrastructure to look at behavior with standard, increased and decreased workload. Contractor shall perform performance testing to validate the eventual full-scale use of the system by all courts and filers, including mimicking the anticipated growth in the number of users, documents, and storage requirements as the	Contractor	Part of System testing; must be completed prior to UAT for each implementation

	system is deployed. Contractor shall continue performance testing until performance measures are met and are expected to be met under full operational conditions. Contractor shall work with third-party network resources to perform a network analysis to determine any likely network deficiencies leading to poor system testing results.		
Regression Testing	Retest a previously tested 'system' following modification to ensure that faults have not been introduced/uncovered as a result of the changes. Common tests include re-runs of previous functional tests and checks of re-emerging of previously fixed faults.	Contractor	Between Phased Deployments

APPENDIX F

Defect Levels Example

Defect Level	Definition
1	A Documented Defect that causes: (a) complete application Failure or application unavailability (b) application Failure or unavailability in one or more of Authorized Users locations or (c) systemic loss of multiple essential system functions.
2	A Documented Defect that causes: (a) repeated, consistent Failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.
3	A Level 1 Defect with an existing Circumvention Procedure, or a Level 2 Defect that affects only one user or for which there is an existing circumvention procedure.
4	A Documented Defect that causes Failure of non-essential functionality or a cosmetic or other Documented Defect that does not qualify as any other service level defect.

APPENDIX G

Test Plan - Activities and Work Products Example

Activities	Work Products/Deliverables
Develop Test Plan which outlines the scope of testing, Contractor's responsibilities, and defect levels.	**1)** The **Test Plan** shall describe Contractor's approach for conducting all testing, including: a) Approach to complete all testing activities CMS. Specifically address: i) System Integration testing per AOC acceptable response times ii) Stress/performance testing, including pass criteria that can handle the transaction load and data volume iii) Security/Intrusion testing, including assurances that security controls are delineated iv) Test Data Creation approach, including data refresh processes v) Automated Test Usage (optional, but preferred by AOC) vi) User Acceptance Testing Scripts and support vii) Defect remediation release strategy and regression testing
▪ **Setup and Manage Test Environment –** Contractor shall plan, design, and implement a test environment that replicates the production environment and network connectivity. Contractor shall load the test environment with enough data to perform effective testing. ▪ Contractor shall **develop detailed test conditions**, prepare test scripts, and utilize automated testing tools as appropriate to facilitate the testing process.	**2) Test Scripts** a) Step-by-step documentation of interaction between user and system and the expected behavior and pass/fail criteria for testing b) Test scripts should provide adequate testing coverage of the solution to ensure that all critical aspects of the solution have been properly tested
▪ **Conduct System Testing and Resolve Defects -** For each defect identified during testing, AOC and Contractor use a prioritization rating indicating the relative sequence to fix Defects	**3) System Test Results** that describe the following (at a minimum): a) Date scenario was executed b) Person who executed the scenario c) Test result status (pass/fail)

▪ Contractor shall perform **performance testing** to validate the eventual 300% full-scale use of the system by all Clerk staff, including mimicking the anticipated growth in the number of users, documents, and storage requirements as the system is deployed. Contractor shall continue performance testing until performance measures are met and are expected to be met under full operational conditions. ▪ **Submit Final System Testing Results.**	d) Defects discovered e) Retest dates and results f) Justification for exiting System Test stage, including performance testing success **4) Final System Testing Results**
Support UAT, Defect Resolution, and Submit UAT Results.	**5) Submit UAT Results** - Contractor shall be responsible for supporting UAT processes and ensuring UAT is completed with Defects resolved to ensure CMS is functioning properly. For each test scenario during UAT, the test results shall describe (at a minimum): a) Acceptance test results for the overall CMS and for each in-scope court deployment b) Date scenario was executed c) Person who executed the test scenario d) Test result status (pass/fail) e) Defect, priority, and resolution log f) Retest dates and results g) Justification for exiting UAT stage

APPENDIX H

Training Plan - Curriculum, Activities and Work Products Example

Activities	Work Products/Deliverables
▪ **Prepare a Training Plan,** detailing the different stakeholder groups of trainees and the training methodology and courses to be used for each. ▪ **Develop a detailed training curriculum,** prepare training materials, and deliver training to users, technical staff, and personnel who will be responsible for training new end users and providing refresher training to other AOC and court staff.	1. **Training Plan** - Contractor shall create a Training Plan and provide training curriculum and materials that describe the following (at a minimum): <u>Course list:</u> a) Target audience role descriptions b) Specific learning objectives for each user and to increase users' readiness to perform their expected roles c) Lists of materials, facilities standards, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that AOC is to furnish d) Training calendar indicating the specific attendees and locations for all user training sessions; the calendar shall also indicate any planned phases or iterations in the delivery of training **2. Training Curriculum and Materials:** a) Course presentation materials/user manuals (Trainer Version) b) Course presentation materials that are current with the configuration and production release c) Recorded training videos d) Student training exercises e) Pre-assessment and post-assessment materials f) Training data specifications for training exercises (if applicable), including training data initialization procedures
▪ **Deliver training courses defined in the Training Plan** and provide a Training Completion Report. ▪ **Provide adequate end user support** whether through user manuals or online help.	**1) Training Completion Report -** Contractor shall deliver training courses defined in the Training Plan and provide a Training Completion Report that includes the following (at a minimum): a) Summary of all training provided including course, date and attendees b) Summarized training exercise results c) General observations of completed training and future training recommendations d) Satisfaction survey results (survey to be distributed to all stakeholders that participated in formal training classes)

APPENDIX I

Go-Live Activities and Work Products Example

Activities	Work Products/Deliverables
Confirm the overall readiness of the hosted infrastructure and/or other third-party provided components to support the CMS application and overall solution readiness.	**1) Readiness Report** to inform Go/No-Go decision
Submit updated versions of previously developed plans to reflect activities to be undertaken as part of production support.	**2) Updated work products from the implementation for production—**Each plan previously provided should be updated to reflect information up to the deployment and go-live phases and must include the minimum set of components defined within this SOW and as agreed to with AOC during the implementation phase.
	3) Contractor shall provide **final as-built configuration and customization documentation** of each of the delivered environments, including the results of Smoke Tests of those environments. Contractor shall provide documentation specific to AOC's courts technology solution implementation, highlighting the CMS and eFiling documentation. **a)** Contractor shall provide technical documentation of sufficient depth and clarity to enable technical personnel to understand the underlying structure and function of system components to troubleshoot the application interfaces (including platform, network, and security interfaces), to perform all global and court administration and operation duties, and to plan for potential future Integration with other applications.
▪ **Submit the Cutover Completion Report.** ▪ **Start providing Production Services** once the first site is in production. ▪ **Monitor the production Environment** to report on operations and performance metrics against requirements defined in Service Level Agreement, transaction volumes, and status of application support and Problem management activities.	**4)** Contractor shall provide a **Cutover Completion Report** that validates the full transition of CMS and eFiling into production **5) Updated Cutover Plan and Final Cutover Plan/Schedule:** a) Contractor shall update the preliminary draft of the Cutover Plan created as part of the Development and Configuration phase with the finalized set of activities to cutover CMS into Production, according to any phased approach undertaken whereby CMS was deployed in groups of courts over time. b) The final Cutover Plan shall include a detailed schedule that clearly defines key milestones, deliverables, tasks and responsibilities. Using the Cutover Plan as the guide, Contractor will lead the deployment/cutover effort

▪ **Submit updated roles and responsibilities, and resumes,** for key production support staff.	
Provide a real-time Service-Level Performance Dashboard for AOC to monitor performance against the any agreed upon Service Level Agreements and/or Requirements.	**6) Service-Level Performance Dashboard** Results which include (or may be used to): a) Create actionable strategies and remediation plans b) Communicate and manage contract performance c) Enhance relationship management through open performance communication
▪ **Contractor and AOC will agree on additional points of contact and a reporting structure and schedule** to support day-to-day operations and reviews of Contractor's performance. These may include technical, financial, and service level requirements reviews as well as the resolution of other operational issues. ▪ **Reporting structures will be documented and maintained by Contractor** in an online repository accessible to AOC's management team. A regular meeting schedule will be established for the reporting levels outlined in this document. Contractor must provide processes and procedures acceptable to AOC that can be used to manage day-to-day relationships in meeting Service Level Requirements and shall include: ▪ Escalation; ▪ Contract change management; and ▪ Performance reporting (e.g., Service Level Requirements, phase status, outstanding service request status) as outlined in Contract	No formal Work Product associated

APPENDIX J

Production Support Activities and Work Products Example

Activities	Work Products/Deliverables
Complete closeout and production readiness activities. Ensure the following have been addressed: ▪ AOC has accepted all deliverables. ▪ All outstanding issues and Defects have been resolved or addressed. ▪ Contractor phase team has documented the lessons learned or best practices identified during the phase. ▪ All phase artifacts have been placed in the phase repository (e.g., SharePoint or other as determined by AOC). ▪ Transition has been completed to operations, maintenance, and/or business. ▪ Transition Open Defects to Support – any noted deficiencies will be enumerated and provide the action plan and timing for correction of each such deficiency. ▪ Contractor shall transfer knowledge to CMS/eFiling support staff.	1) **Phase Closeout Report -** Contractor provides a final report outlining the phase's accomplishments and against the scope, budget, schedule, and SLAs
Participate in lessons learned activities led by AOC - help the phase team and stakeholders share knowledge gained from the phase to facilitate repeating desirable outcomes and improvements for future phases and avoiding undesirable outcomes.	No Work Product associated
Post-Production Services – The Contractor will be responsible for providing ongoing production operations and maintenance services once the first site is in production. A final comprehensive list of services will be included as	**1) Monthly Production Support Templates –** Contractor shall create initial templates of monthly production support reports for AOC to verify that the reports are sufficient and accurate before the phase closes; Reports shall include the following: a) Maintenance services completed per period b) Maintenance services in progress per period

an agreement in the contract between AOC and Contractor.	c) Maintenance services planned next period d) Upcoming planned release schedule (minimum of 6 months forward looking) e) Risks and issues

APPENDIX K

Local Solution Rollout Plan – Activities and Work Products/Deliverables Example

Activities	Work Products / Deliverables
Phase Initiation (Implementation phase for the combined statewide eFiling and CMS Solution)	1. Solution Phase Management Plan a. Risk and Issue Management Plans & Logs b. Integrated Change Management Plan
	2. Phase Deployment Plan
	3. Baseline Phase Schedule
	4. Configuration Management Plan
	5. Stakeholder Engagement Plan
Requirements Analysis and/or Validation	6. Elaborated Requirements Traceability Matrix
Solution Design Activities	7. Future-state Solution Documentation
Configuration and Customization	8. Solution Implementation Plan a. Security Plan b. Disaster Recovery (DR) and Business Continuity (BC) Plan c. Infrastructure Services Plan
	9. Local Court Configuration Guide
	10. Integration Strategy
	11. Implementation Progress Report a. Risk Mitigation Report
	12. Cutover Plan
Data Migration	13. Data Conversion/Migration Plan
Testing	14. Test Plan
	15. Test Scripts
	16. System Test Results
	17. Final System Testing Results
	18. UAT Results
	19. Training Plan

Activities	Work Products / Deliverables
Training & Knowledge Transfer	20. Training Curriculum and Materials
	21. Training Completion Report
Deployment and Go-Live	22. Readiness Report
	23. Updated work products from the implementation for production
	24. Final as-built configuration documentation
	25. Cutover Completion Report
	26. Updated Cutover Plan and Final Cutover Plan/Schedule
	27. Service Level Performance Dashboard
Production Support & Transition	28. Phase Closeout Report
	29. Monthly Production Support Templates

APPENDIX L

Performance Measures Example

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ID	Performance Measures	Service Measure	Performance Metric	Performance Target: SLA	Formula	Measurement & Reporting Period
1	**Reporting**	**Schedule Adherence**	Provision of reports within the defined timelines in the Contract	100%	[Number of agreed actions that are completed within the target dates] ÷ [The total number of agreed actions in the Measurement Period] X 100%	Monthly
2	**Incident Resolution**	**Time to Resolve**	Defect Level 1: ≤ 2 hours Defect Level 2: ≤ 4 hours Defect Level 3: ≤ 48 hours Defect Level 4: ≤ 120 hours	Defect Level 1: ≤ 2 hours 95% of the time Defect Level 2: ≤ 4 hours 95% of the time Defect Level 3: ≤ 48 hours 95% of the time Defect Level 4: ≤ 120 hours 95% of the time	[Number of Defects resolved within the applicable time specified in the performance metric] ÷ [The total number of Defects in the Measurement Period] X 100%	Monthly
3	**First Contact Resolution**	**First Contact Resolution Percentage**	Number of User contacts to the service desk during the Measurement Period which are resolved by the initially-contacted Service Desk agent and did not result in a call back	80%	[Number of User contacts to the service desk during the Measurement Period which are resolved by the initially-contacted Service Desk agent and did not result in a call back] ÷ [The total number of User contacts during the Measurement Period] x 100%	Monthly
4	**Uptime/Availability**	**Availability of Solution**	Sun-Sat, 0000-2400	99.99%	[Availability (%) = 100% - Unavailability (%)] Where Unavailability is defined as: (total outage duration x 100%) ÷ (schedule time - planned outage)	Monthly

5	**Recovery Time Objective (RTO) and Recovery Point Objective (RPO)**	**Recovery Time and Data Recovery**	Recovery Time and Recovery Point	≤8 hours with ≤1 hour of data loss	[Number of instances within Performance Target] ÷ [Total number of instances during Measurement Period] X 100%	Periodically throughout the recovery period
6	**Response**	**Time to Respond**	Incident: ≤ 15 elapsed minutes Incident: ≤ 30 elapsed minutes	Incident Response within 15 minutes: ≥ 95% Incident Response within 30 minutes: 100%	[Number of Incidents responded to within time limits set by Performance Metric] ÷ [The total number of Incidents in the measurementperiod] X 100%	Monthly
7	**Time to Notify Customer of Defect Level 1 or 2**	**Time to Notify**	<15 minutes	98%	[Number of Incidents within Performance Metric] ÷ [Total number of Incidents during Measurement Period] x 100%	Monthly
8	**Speed to Answer**	**Phone Response Time**	≤30 seconds	80%	[Number of phone calls to the Service Desk during the Measurement Period that are answered by a Service Agent within the Performance Metric] ÷ [total number of phone calls to the Service Desk during the Measurement Period] x 100%	Weekly
9	**Call Abandonment Rate**	**Phone Response Time**	≤5%	100%	[Number of phone calls to the Service Desk during that Measurement Period that are abandoned from the queue before being answered by a Service Desk agent] ÷ [Total number of phone calls that entered the queue during the Measurement Period] x 100%	Weekly

10	**Email and voicemail response rate**	**Response Time**	≤4 hours	98%	Email response rate: [Number of emails received and responded to within the Performance Metric during the Measurement Period] ÷ [Total number of emails received during the Measurement Period] x 100% Voicemail response rate: [Number of voicemails received by the voicemail system during the Measurement Period and responded to by a Service Desk agent within the Performance Metric] ÷ [Total number of voicemails received by the voicemail system during the Measurement Period] x 100%	Weekly
11	**Incident Closure Notice (via email and/or phone)**	**Elapsed Time after service restoration**	<20 minutes following Incident Resolution	98%	[Number of Incidents Resolved and service requests completed during the Measurement Period for which a closure notice was provided to the User within the Performance Metric] ÷ [Total number of Incidents Resolved and service requests completed during the Measurement Period] x 100%	Weekly
12	**Semi-Annual Disaster Recovery (DR) Test**	**Semi-Annual DR Test**	Semi-annual test completed, DR test results made available to OCA and accepted by OCA in accordance with the criteria agreed upon by the Contractor and OCA prior to execution of each test	100%	[Number of test results accepted by OCA] ÷ [Total number of instances during Measurement Period]	Semi-annual
13	**Scheduled Downtime**	**Planned Downtime**	<4 hours downtime per month (per component)	100%	[Monthly outage duration - monthly planned outage]	Monthly

					÷ [Total downtime per component] X 100%	
14	**Release Documentation**	**Documentation received by OCA within the agreed time prior to Release date**	Delivery of documentation within an agreed-upon time frame	100%	[Number of documentation releases within agreed timing] ÷ [Total number of documentation releases during Measurement Period] X 100%	Monthly
15	**Solution Interoperability**	**Interoperability**	The system must integrate seamlessly with existing state and local justice partner applications, supporting data exchange through standardized APIs	100%	Successful Integration will be verified through interoperability testing, with a target of 100% successful data exchanges.	Bi-Annual
16	**Performance**	**Page Load Time**	The Solution shall support a minimum of 1,000 concurrent users with an average page load time of less than 2 seconds	100%	Minimum of 1,000 concurrent users with an average page load time of less than 2 seconds	Quarterly

See separate attachment for Use Cases

See separate attachment for Statewide Integrations

See separate attachment for Minimum Accounting Records, Controls, and Procedures.

See separate attachment for County Uniform Chart of Accounts (January 2026)

COUNTY NAME	POPULATION
Anderson County	80,234
Bedford County	53,055
Benton County	16,103
Bledsoe County	15,060
Blount County	141,456
Bradley County	111,579
Campbell County	40,223
Cannon County	15,063
Carroll County	28,860
Carter County	57,022
Cheatham County	42,254
Chester County	17,606
Claiborne County	32,654
Clay County	7,714
Cocke County	37,404
Coffee County	60,633
Crockett County	13,982
Cumberland County	64,760
Davidson County	712,334
Decatur County	11,656
DeKalb County	21,225
Dickson County	56,729
Dyer County	36,498
Fayette County	44,175
Fentress County	19,696
Franklin County	44,654
Gibson County	51,045
Giles County	30,721
Grainger County	24,681
Greene County	72,577
Grundy County	13,955
Hamblen County	66,216
Hamilton County	379,864
Hancock County	6,956
Hardeman County	25,567
Hardin County	27,229

Hawkins County	58,600
Haywood County	17,328
Henderson County	28,070
Henry County	32,554
Hickman County	25,826
Houston County	8,393
Humphreys County	19,209
Jackson County	12,363
Jefferson County	57,838
Johnson County	18,375
Knox County	500,669
Lake County	6,347
Lauderdale County	24,610
Lawrence County	46,114
Lewis County	13,066
Lincoln County	36,169
Loudon County	60,591
Macon County	26,793
Madison County	99,193
Marion County	29,382
Marshall County	36,961
Maury County	110,760
McMinn County	55,678
McNairy County	26,163
Meigs County	13,691
Monroe County	48,594
Montgomery County	239,872
Moore County	6,748
Morgan County	21,573
Obion County	30,411
Overton County	23,327
Perry County	8,891
Pickett County	5,128
Polk County	18,033
Putnam County	83,844
Rhea County	33,924
Roane County	56,096
Robertson County	76,776
Rutherford County	367,101
Scott County	22,171
Sequatchie County	17,161
Sevier County	99,415

Shelby County	910,042
Smith County	20,538
Stewart County	14,222
Sullivan County	162,135
Sumner County	207,994
Tipton County	62,015
Trousdale County	12,271
Unicoi County	17,756
Union County	20,741
Van Buren County	6,493
Warren County	42,638
Washington County	138,420
Wayne County	16,066
Weakley County	33,084
White County	28,692
Williamson County	264,460
Wilson County	163,674

See separate attachment for Legacy CMS List.

See separate attachment for Optional Video Demo Scripts.