



**STATE OF TENNESSEE
TENNESSEE SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS**

**REQUEST FOR INFORMATION
FOR
TECHNOLOGY FOR THE STATE'S INDIGENT AND INTERPRETER CLAIMS SYSTEM**

RFI # 30227-15003

1. STATEMENT OF PURPOSE

The State of Tennessee Supreme Court, Administrative Office of the Courts (AOC), oversees the administration of the Indigent Representation Program, as well as, the administration of the Interpreter Reimbursement Program.

The Indigent Representation Program provides for the appointment of counsel to represent defendants that have a constitutional or statutory right to representation. The program provides for compensation to appointed counsel for:

- Non-capital criminal proceedings
- Non-capital criminal post-conviction proceedings
- Capital criminal proceedings
- Capital post-conviction proceedings
- Parental rights termination proceedings
- Dependency and neglect proceedings
- Delinquency proceedings
- Parole revocation proceedings
- Judicial proceedings guided by the mental health law
- Contempt of child support order enforcement proceedings

The Indigent Representation Program also provides for the reimbursement of appointed counsel expenses incurred while representing indigent parties and to compensate experts, investigators and other support services for indigent parties.

In addition to reimbursement for appointed counsel, expenses and experts, the AOC also provides payment for the services provided by interpreters. The Tennessee Supreme Court rule recognizes that for most people in the United States, English is their native language, or they have learned to read, speak and understand English. There are others for whom English is not their primary language and this can be a barrier to understanding and exercising their legal rights. The rule provides for equal access to the courts for participants who have a limited ability to speak or understand English. Interpreters are reimbursed for their time for translation and transcription services based on their credential level and are not dependent on the participant's income or financial need status.

The AOC seeks to procure a state of the art Indigent and Interpreter Claim System (IICS) that can incorporate best practices in receiving and auditing claims from the approved service providers. The system will have the capability to interface with the State of Tennessee's enterprise resource planning (ERP) system and the Board of Professional Responsibility. The State's ERP system is responsible for all accounting functions including the disbursement of payments while the Board of Professional Responsibility is the source for up to date information regarding an attorney's licensure status and office address information.

The selected IICS solution will provide cutting-edge technology to better support the functions of the Administrative Office of the Courts by reducing manual processes associated with the payment of claims and the reporting functions that are used to provide statistical data to the Agency and to the public who inquire on expenditures.

The selected IICS solution must incorporate the full lifecycle of the claims that are submitted from initial reporting to judicial review and approval, auditing and disbursement of payments while providing a workflow to guide claims through the process.

The State of Tennessee desires to implement an integrated, web enabled Indigent and Interpreter System supported by a single supplier. The proposed solution must include a fully integrated document management solution. The Contractor will provide professional implementation services that include:

- Overall project management
- System design specific to program statutes
- Conversion and migration of claims data and images from the legacy applications
- All testing of the integrated solution using support from the AOC user acceptance team
- Documentation of the new system
- Training State staff in the use and support of the new solution
- Ongoing maintenance and post production support

The Contractor will be accountable for all of the integrated functionality of the IICS solution even if the system is comprised of software from multiple parties.

The Administrative Office of the Courts currently maintains three applications to perform the above work:

- Tennessee Indigent Entry System (TIES); performs auditing and payment interface for attorney and expert witness claims
- Court Interpreter Claims System (CICS); performs auditing and payment interface for interpreter claims
- Indigent Claim Entry (ICE); web portal for attorneys and interpreters to enter claims online and for judges to review and approve claims online
- The current systems contain over 400,000 claims and over 2,062,000 images to be converted into one repository
- The AOC receives approximately 8,000-10,000 claims per month

The State desires that this project proceed as quickly and efficiently as possible with the goal of completion in 18 months or less, if possible/feasible. In the future, the State of Tennessee may, at its sole option, add court reporter expense payments as a second phase after the initial implementation is complete. This would be accomplished through a contract amendment, at that point in time.

2. SCOPE

ALL REQUIREMENTS LISTED BELOW ARE FOR CONSIDERATION AND SUBJECT TO CHANGE. The State welcomes your review and appreciates any feedback that can be provided in the Technical Information Form. Redlines to the RFI document and Attachment K are encouraged.

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. Following are key definitions related to specific services requested in this Contract. The section, Definitions and Abbreviations (1.4), contains additional terms and acronyms used by the State related to the services requested in this Contract.

- a. **“Commercial off the Shelf” (COTS)**, shall mean commercially available software where the rights are owned by the Contractor, which is not developed using State money or resources.
- b. **“Contractor-Owned Software,”** shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial “off-the-shelf” software which is not developed using State’s money or resources.
- c. **“Custom Developed Solution”**, shall mean a software solution developed by the Contractor for the State.
- d. **“Days”**, shall mean calendar days unless otherwise stated in the Contract section.
- e. **“Defect”**, shall mean a condition in the product which does not meet requirements or end-user expectations, which may not be specified, but are reasonable.
- f. **“Deliverables”**, shall mean a set of products to be delivered to the State by the Contractor to fulfill the terms of this Contract.
- g. **“Hours”**, shall mean sequential hours unless otherwise stated in the Contract section.
- h. **“Project Steering Committee” (PSC)**, shall mean the governing body for the IICS solution, comprised of the Executive Sponsor, the Administrative Director of the Administrative Office of the Courts, and designated stakeholders, that provide overall guidance as needed to assure the project/product meets the stated goals and objectives.
- i. **“Rights Transfer Application Software,”** shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- j. **“Third Party Software”**, shall mean software not owned by the State or the Contractor.
- k. **“Work Product,”** shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State’s money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of

Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

A.3. Service Goals. The goal is to achieve a statewide Indigent and Interpreter Claim System (IICS) that is web-enabled and fully integrates the Tennessee Indigent Entry System (TIES), Indigent Claims Entry (ICE), and Court Interpreter Claims System (CICS), and document management systems. The outcome of the solution is one repository built from the current systems data and one repository for documents associated to the claims. IICS will enable claimants to enter claims through a web operation, allow State staff to audit claims based on State policies and rules and subsequently interface with the State's ERP system to produce payments.

A.4. Service Description. The Contractor shall deliver the services outlined herein.

- a. Kickoff Meeting and Presentation. The Contractor shall participate in a State-led Kickoff Meeting. The purpose of the Kickoff Meeting shall be to introduce the Contractor to State project stakeholders, and ensure agreement regarding project objectives, roles and responsibilities, strategy, and known risks. The Contractor shall prepare and deliver presentation for the kickoff meeting that synthesizes their approach to the overall project, provides high-level milestones, and introduces the Contractor team.
- b. Start-up / Incoming Transition. The Contractor shall coordinate with the State to plan and implement a complete transition to the Contractor's support model. This Transition Plan shall include, but is not limited to:
 - (1) Orientation program to introduce State personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes
 - (2) State transition of historic project knowledge assets to the Contractor
 - (3) Review and evaluation of the Contractor's current support services
- c. Project Management and Reporting. The Contractor shall designate a single Project Manager to serve as the Contractor's primary point of contact for all activities and issues. The Contractor shall ensure that all project activities are performed efficiently, accurately and on schedule. The Contractor Project Manager shall coordinate as necessary with the State Lead to ensure the Contractor activities are managed consistently with overall Contract requirements.

The Contractor Project Manager shall ensure timely and accurate submission of project management deliverables to the State Lead as listed below:

- (1) Project Management Plan. The Contractor shall designate a single full-time Project Manager to develop a master Project Management Plan that describes the approach, activities, stages, duration and risks for all Project work. The State shall provide written acceptance of the Contractor's Project Management Plan. The State shall be responsible for the master Project Management Plan. The Contractor shall prepare and provide to the State Lead the following for inclusion in the master Project Management Plan:
 - (i) Work Breakdown Structure and Project Schedule: lists the work packages to be performed for the project and a schedule baseline that will be used as a reference point for managing project progress as it pertains to schedule and timeline.

- (ii) Change Management Plan: a proposed plan for managing project changes including, but not limited to: processes, scope, resources and implementation.
 - (iii) Communication Management Plan: a proposed plan for defining the audience, communication requirements, communication schedule, proposing the responsible party for communication and the medium for communication.
 - (iv) Resource Management Plan: how the Contractor will maintain a pool of resources for the project, what skill sets are required and available, time off and the hiring/firing of Contractor personnel.
 - (v) Risk Management Plan: potential project risks, mitigation strategies and risk management processes.
 - (vi) Issue Management Plan: a plan for documenting, tracking and reporting of issues, including the process for escalating issues for joint management decisions by the Contractor and State.
 - (vii) Configuration Management Plan: procedures for version control of all deliverables and artifacts, including configurations, documentation and executable, execution plans including rollback and system source code. The Plan shall include a process to ensure the status of all existing deliverables is known; that only approved versions are released for production use; that prior released versions can be recreated and that changes are made to release deliverables only when authorized by the State.
 - (viii) Quality Management Plan: a proposed plan to describe how quality will be managed throughout the lifecycle of the project; including processes and procedures for quality planning, quality assurance and control will be conducted.
- (2) Release Management Plan: a plan that defines the procedures for release and deployment of system components to each region/environment (testing, training, production, etc.). The plan will also include details on how the Contractor will manage the release of future software upgrades and enhancements.
- (3) Weekly Status Report. The Contractor shall prepare and submit to the State Lead a Weekly Status Report. The report shall contain a synopsis of the status of activities, outstanding issues as documented in the "Issue Management Plan" and expected resolution dates, and key risks and issues. Items to be tracked in this report will include at a minimum, open technical questions, requests for information, schedule of resources for the coming weeks, and requests for documentation.

The Contractor shall also report progress against the Project Schedule in the Weekly Status Report, including, at a minimum, an assessment of progress against plan, and details of slipping tasks. For any planned tasks that are not worked or completed during the reporting period, the Contractor shall include an explanation of the failure to meet the schedule and detailed plans to overcome the failure and prevent its recurrence.

The State shall indicate acceptance or modification of the weekly status report during the weekly status meeting with the State Lead and other appropriate members. The State may request an updated Weekly Status Report if modifications are deemed to be needed.

(4) Monthly Progress Report. The Contractor shall prepare and submit to the State a Monthly Progress Report throughout the project's duration. Monthly Progress Reports shall contain, at a minimum:

- (i) Progress toward project milestones
- (ii) Explanations of schedule and cost variances relative to the previous month's progress report and the baseline schedule and cost projections
- (iii) Updates on implementation
- (iv) Status of deliverables
- (v) Action items and status
- (vi) Status of Modification Requests

d. Requirements Verification and Fit-Gap Analysis. The Contractor shall work with State project team members, as identified by the State, to verify the requirements outlined in Attachment K – Requirements Matrix, and to map and document the extent that the Contractor's solution meets each requirement. The Contractor shall use its responses to Attachment K – Requirements Matrix, for the verification process. The Contractor and the State shall reach and the Contractor shall document a common understanding of Requirements, including possible rephrasing for clarity, and Gaps (changes required in the Contractor's software to meet Requirements).

Attachment K is not to be completed. We have included this attachment for vendors to reference the potential requirements.

The State welcomes any questions or comments regarding Attachment K. Please include this information in number 5 of the Technical Information Form. Redlines to the RFI document and Attachment K are encouraged.

The Contractor shall prepare and deliver to the State for review and approval a Requirements Verification document that includes a finalized list of Requirements Specifications, which detail the specific features and functions of each requirement. This document shall include identified gaps (requirements that are not met or not met fully by the Contractor's solution prior to modification) and a high-level statement of how each gap will be filled. The State shall provide written acceptance of the Requirements Verification document.

High-level Requirements for the IICS system include:

- (1) System. The Solution shall be a web-based solution which shall be hosted and provisioned by the Contractor. Detailed requirements for Architecture, Batch Processing, Correspondence, Data Availability, History Tracking, Hosting, Maintenance, Messaging, State & Federal Regulations, Support, General System, System Design and Validation can be found in Attachment K–Requirements Matrix, Section (A)System.
- (2) Reporting & Analytics. The Solution shall provide a reporting module that will allow AOC users to run existing reports, create new ad hoc reports, schedule reports, and export the reports in a format that will allow them to easily manipulate the reports, in addition to providing a means for authorized users to schedule and distribute reports directly from

the solution. The solution shall also include a user interface that will allow authorized users to develop new reports, both for ad hoc reporting and continued/scheduled reporting. More detailed requirements are incorporated into this contract in Attachment K - Requirements, Section (B) Reporting & Analytics.

- (3) Document Management/Imaging. The Solution shall include a document repository to scan, route, separate and search all claim related and supporting documents. The solution shall also include a way to batch transfer existing claim related and supporting documents in the State legacy systems into the new repository, with the ability to upload and index documents-both past and future. More detailed requirements are incorporated into this contract in Attachment K - Requirements Matrix, Section(C) Document Management/Imaging.
- (4) Application Administration. The Solution shall include a comprehensive administration section allowing AOC authorized users and Information Technology staff to configure certain elements within the solution, additionally the solution shall conform to operability standards and contain workflow/routing capability. More detailed requirements are incorporated into this contract in Attachment K -Requirements Matrix, Section (D) Application Administration.
- (5) Program Administration. The Solution shall support the administration of the Indigent Representation Claim Program and Interpreter Claim Program based on Tennessee Supreme Court rules; more detailed requirements are incorporated into this contract in Attachment K - Requirements Matrix -Program Administration.
- (6) Hosting and Infrastructure Requirements:

- (i) Hardware and Software

The Contractor shall provide the hardware, software, communications, and other infrastructure necessary to meet the requirements of the contract at no additional cost to the State. The State is responsible for any hardware (PCs) to access the system, as well as any software licenses to access and utilize data extracts, such as SQL or Microsoft Excel. The State will use its own network resources to access the Contractor's IICS solution.

- (ii) Hosting Environment

The Contractor shall maintain a secure hosting environment to provide required services under this Contract. The Contractor shall provide a secure data center to house equipment, with 24/7 system monitoring, managed firewall services, and managed backup services. The Contractor shall have an alternate secure hosting site available in the event that it is not possible to restore operations in the primary site within 48hours.

Network – The Contractor's data center shall have a redundant, fault-tolerant network and connections to the Internet. The Contractor shall benchmark speed and performance of data uploads based on expected file sizes and shall maintain sufficient network bandwidth to support concurrent uploads by multiple submitters, maintaining acceptable performance against the initial benchmarks. The State shall agree to the initial benchmarks.

The Contractor shall not be responsible for issues on State networks or the public Internet but shall provide evidence to support the cause of the issue originating within State networks or the public Internet.

Environmental Systems – The data center shall have fault tolerant, redundant environmental systems, including power, temperature and humidity control, and fire suppression.

Physical Security – The data center shall be physically secured. Access shall be restricted to authorized personnel using multi-layered controls and procedures including the following:

1. All facility staff, including contractor staff (such as cleaning crew) is US citizens and have been vetted through a background check.
2. Surveillance cameras are installed to give a complete view of both the facility interior and grounds. Cameras are monitored 24x7x365.
3. Access to parking facilities is restricted to authorized personnel.
4. Barriers placed to prevent vehicular assault on the facility.
5. Multifactor access control to the facility (e.g., biometric and card key) and sensitive areas within it (e.g. server rooms).
6. Role-based accesses control/restricted access to sensitive areas.
7. Restrictions on removable media, incoming/outgoing.

Policies for granting access shall be in place and consistently followed. Access shall only be granted to those with a need to perform tasks in the datacenter.

Network, Server and Application Security – The data center network shall include robust firewall, intrusion prevention and intrusion detection systems to prevent and detect unauthorized access.

System Access Monitoring – The Contractor shall generate and review routine reports regarding system access. The Contractor shall review the log information collected on a regular basis to identify unauthorized or inappropriate access to any device or service within the network, suspicious network scans or other anomalies. The Contractor shall audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements. In addition to the data captured in these reports, the Contractor's system shall retain additional detailed information, suitable for forensics that shall be provided to the State upon request. Log information shall be reviewed on a regular basis, as defined by systems security best practices and regulations (HIPAA, PHI, PII) and agreed to by the State.

- (iii) The EPPH Contractor shall ensure that the hosting environment is configured to be compliant with the Tennessee Enterprise Information Security Policies in effect at the time of contract signing.

(EPPH) Security Standards and Regulatory Compliance. The EPPH Contractor shall assure that the hosting environment is compliant with or supports compliance with applicable standards, laws and regulation (see below).

1. Compliant with NIST Special Publication 800-53, Revision 3 – Recommended Security Controls for Federal Information Systems and Organizations (as amended).
2. IRS Publication 1075 Tax information Security Guidelines For Federal, State and Local Agencies (October 2014 or later).

3. Personally Identifiable Information (PII); see Contract E.13.

(7) Requirements Traceability: The Contractor shall create and maintain a Requirements Traceability Matrix or equivalent through the end of this contract that shall be comprised of:

- (i) the requirements from Attachment K -Requirements Matrix and documentation of any changes and/or gaps identified during the requirements verification process
- (ii) a cross-reference for each requirement to use cases, design/specification documents and test cases

The Contractor shall not proceed with the development of the solution until the Requirements Verification and Fit-Gap Analysis is complete and accepted in writing by the State.

e. Application Design

The Contractor shall be wholly responsible for the design and/or configuration of the application. The Contractor shall create and deliver to the State the design/configuration documentation that includes the following as a minimum:

- (1) All of the requirements as specified in Attachment K -Requirements Matrix that have been updated to reflect the changes and/or gaps captured during the requirements verification process
- (2) Reporting requirements design
- (3) User Interface design
- (4) Document Management System design
- (5) Security Design

The Contractor shall participate in Design Review in order to present the initial design of all software components, software configuration and items for customization. The Contractor shall submit the Design documentation to the State for review and approval.

- (6) Upon State approval of the Design documentation, the Contractor shall update the AOC's future state business flows and create future state process descriptions

f. Interface Design The Contractor shall create an Interface Design document that includes the following interfaces:

- (1) Board of Professional Responsibility (BPR): Retrieve a file from the Board of Professional Responsibility of the Supreme Court of Tennessee and use the contents to populate attorney license and address information when an attorney registers to use IICS.
- (2) Edison (State's PeopleSoft/Oracle ERP System) payments: Create a file of payment data to be transmitted to the State's ERP system.
- (3) Edison (State's PeopleSoft/Oracle ERP System) vendor updates: Retrieve a file of vendor updates and populate the vendor information in IICS on a daily basis.

- (4) Edison (State's PeopleSoft/Oracle ERP System) paid items: Retrieve a file of paid items (payments) and populate IICS with the paid date.
 - (5) Interpreter Credentialing: Retrieve a file of interpreter credentials and use to update interpreter credentials in IICS.
- g. Data Migration Plan. The Contractor shall work with the State to develop a plan describing the strategy, approach, and design for migrating existing data from AOC legacy applications to IICS. At a minimum the data migration plan will include the following:
- (1) Methodology for mapping all data elements from multiple sources and multiple systems based upon AOC business rules
 - (2) Include plans for a one-time extract and load of payment information from Edison (State's PeopleSoft/Oracle ERP System)
 - (3) Strategy for validating all data
 - (4) Identify data anomalies; assess risk and strategy for corrective action
 - (5) Data correction strategy for pre and post conversion
 - (6) Methodology for converting images from multiple repositories into one
 - (7) Strategy for populating payments from Edison (State's PeopleSoft/Oracle ERP System) that are not contained in the legacy systems: ICE, TIES and CICS

The State shall provide written acceptance of the Data Migration Plan.

- h. Test Plan. The Contractor shall develop and deliver a plan describing how the Contractor will coordinate, manage, and conduct thorough testing of the IICS system prior to delivery to the State for User Acceptance Testing (UAT). The Plan shall include, at a minimum, testing all functionality, reports, correspondence, notices, and interfaces and system performance .Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a test results document. Functional testing shall be performed by the Contractor on each module of the system and on the integrated system prior to delivery to the State for UAT. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the system. The State shall provide written acceptance of the Test Plan and reserves the right to request periodic updates to the document.

The Test Plan will include preparations required for system testing, including at a minimum:

- (1) Creating the appropriate test environment(s)
 - (2) Installing IICS in the test environment
 - (3) Installing and configuring any automated testing tools/packages
- i. Defect Tracking Log. The Contractor shall develop and maintain a Defect Tracking Log which shall include at a minimum, for each Defect:
- (1) Unique tracking number

- (2) Short name and description of the defect
- (3) Utility to attach a screen print of the defect
- (4) Reference to test condition that identified the defect
- (5) Date Defect was identified
- (6) Tester
- (7) Disposition (e.g., Not a Defect, Fixed, Successfully Retested, etc.)
- (8) Severity Level
- (9) Description of changes made to correct Defect

The Contractor shall correct all defects as directed by and at the State's sole discretion. The Contractor shall deliver a daily Defect Tracking Report to the State's Business Project Manager upon commencement of User Acceptance Testing (UAT). The Defect Tracking Report shall be based on data recorded in a defect tracking tool and will include any modifications or enhancements identified during UAT. A weekly defects summary report will be required by the Contactor until all defects have been resolved.

The Contractor shall maintain the Defect Tracking Log for the duration of the Contract and provide the most current log to the State at the State's request.

- j. Implementation Plan. The Contractor shall create an Implementation Plan to describe its overall approach to implementation. The Implementation Plan shall describe, at a minimum, the following:
 - (1) Implementation preparation for data migration, security, staff training, personnel assignments, and level of resources required for each area
 - (2) Objectives and approach for components requiring installation, including utilization of the WAN, Extranet and Internet
 - (3) Confirmation of the training schedule
 - (4) Backup and recovery procedures
 - (5) Contingency approach

The State shall provide written acceptance of the Implementation Plan and reserves the right to request periodic updates to the document.

- k. Operations Manual. The Contractor shall develop an Operations Manual, which features organized content, easy to understand language, useful graphic presentations and a thorough index and glossary. The Operations Manual shall provide State technical staff the knowledge to efficiently operate and update IICS independent of Contractor assistance. The Operations Manual shall address a view of the system required by technical users. It shall provide an understanding of the application, database and file structures, relationships between modules, programs, security and other operational guidelines.

The Operations Manual shall include overviews of the application, system structure, any required administrative tasks, major processing, required interfaces, or required maintenance schedules. The Operations Manual shall also describe the overall process schedule and processing cycles, including dependencies, files accessed, critical sequencing, timing criteria, and operating instructions for each process and process step consistent with the chosen environment. The Operations Manual shall also include, by processing cycle, a list of jobs that are mandatory to be run as scheduled and an explanation of what to expect (impact) if a job is not run. The Operations Manual shall also include a list of jobs that can be deferred and the instructions for running them at a later date and a list of jobs that can be run using concatenated files from multiple days. The Operations Manual shall include descriptions of special date files, parameter files, and other control files, including their purpose, procedures for creating them, and specific jobs and programs that use them.

- I. Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan that supports multiple environments, failover environments, and Disaster Recovery. In order to prevent loss of data, the Contractor shall develop and implement recovery procedures, including the process for restoring data to its original or prior state, in the form of Recovery Time Objective (RTO) within 24 hours and Recovery Point Objectives (RPO) within 4hours. The Backup and Recovery Plan shall be updated, at a minimum, annually and shall include the results of any disaster recovery exercises conducted by the Contractor. The State shall provide written acceptance of the Backup and Recovery Plan and reserves the right to request periodic updates to the document. Required contents of the plan should include, but are not limited to, documenting any project implementation assumptions and constraints for the proposed IICS specific to Disaster Recovery details regarding the State's use of IICS, including backup and Disaster Recovery, roles and responsibilities, and recovery approach. The plan should reference external OIR and AOC systems where the disaster recovery details are consolidated across the State's enterprise applications.

- m. Contingency of Operations Plan. The Contractor shall develop and submit a Contingency of Operations Plan to specify planning for the remediation of specific systems, equipment, software, and/or operations in the event of critical impact resulting from natural, accidental or intentional events. The Contingency of Operations Plan shall document the Contractor's plans and procedures to maintain State support and shall include, but not be limited to the following:
 - (1) Description of the Contractor's emergency management procedures and policy
 - (2) Description of how the Contractor will account for their employees during an emergency
 - (3) Planned temporary work locations or alternate Facilities
 - (4) How the Contractor will communicate with the State during emergencies
 - (5) List of primary and alternate Contractor points of contact, each with primary and alternate telephone numbers and e-mail addresses
 - (6) Procedures for protecting the State furnished equipment (if any)
 - (7) Procedures for safeguarding sensitive and/or classified State information (if applicable)

The State shall provide written acceptance of the Contingency of Operations Plan and reserves the right to request periodic updates to the document:

- n. Construct Solution. The Contractor shall develop and build the IICS solution including interfaces, application and an integrated document management solution based on Contract Section A.4.a through A.4.h. Additionally, the Contractor shall work with State staff to incorporate Business Rules as reflected in Attachment L Business Rules.

Each program and/or configuration shall be thoroughly documented and updated into the Requirements Traceability Matrix. All requirements will be traced to design, design to code and requirements to test cases for functional, system and integration testing.

The Contract shall create in line documentation (in the code) which shall be reviewed during code walkthroughs with the State at the State's discretion. The Contractor shall document decisions, issues and action items that result from code walkthroughs with the State. The Contractor shall document and submit source code and executable object code to the State when the solution is not hosted.

- o. Conduct Testing. The Contractor shall perform all functional, system, and integration testing of IICS, including interfaces, system performance and data migration, in accordance with Contract Section A.4.h and the State Approved Test Plan. The Contractor shall be responsible for all aspects of system and integration testing. The Contractor shall perform testing of all interfaces, with interaction and involvement of State personnel responsible for each interface. All testing shall be performed in the Contractor's technical environment. The Contractor shall conduct functional, system, integration and regression testing during each phase of the IICS project. In addition, prior to go-live, the Contractor shall conduct a performance/capacity test simulating 1,500 users.
 - (1) Functional Testing. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a Functional Test Results document. Functional testing shall be performed by the Contractor on each module/program. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module/program. Successful functional testing occurs when the module's test plan is completed without failure.
 - (2) System and Integration Testing. The Contractor shall fully test all software to ensure it meets the requirements and to demonstrate the functionality and performance characteristics before the start of User Acceptance Testing (UAT). The system tests shall actively use all of the functions, test all interfaces, and process all types of input. The Contractor shall include specific types of test cases and transactions in the test, as specified by the State.

If the Software Test Results Document is deemed acceptable by the State, the State shall approve in writing, which shall signal the initiation of User Acceptance Testing (UAT).

The Contractor shall be required to work with the State to facilitate and coordinate the execution of UAT in the designated test environment.

- p. Training. The Contractor shall provide training services to the State related to the use of the IICS system.
 - (1) Training Plan. The Contractor shall develop a Training Plan detailing specific training plans for each role type that will interact with the IICS solution. The Contractor and the State shall collaborate and develop the specific role types, permissions and training for each category of users. Training shall be appropriate for these roles and categories.

- (2) Training Material. The Contractor shall develop and deliver to the State Train-the-Trainer material for the final IICS functionality as approved by the State. Training material shall be prepared using State-standard Microsoft Office products. The Contractor shall provide training materials for the State's designated trainers, including unlimited right to copy.
- (3) Train-the-Trainer Training. The Contractor shall offer a train-the-trainer program to train State-designated IICS Trainers using the Training Material developed in accordance with Contract Sections A.4.j and A.4.p.(1) and the State-approved Training Plan. A variety of training approaches may be proposed, such as:
 - (i) On-site training
 - (ii) Virtual classroom
 - (iii) Training Video
 - (iv) Help Content. The Contractor shall develop and deliver content for the Help functions of IICS.

The State reserves the right to make final determination of the training approaches to be used as part of the Train-the-Trainer Training and any other Training formats.

The Contractor shall deliver the training components for each phase of the project. The State shall provide written acceptance of the Training Plan, Training Material and Help Content.

- q. User Acceptance Testing. The Contractor shall work with the State to develop the UAT Test Plan and test scenarios. The Contractor shall provide dedicated support for User Acceptance Testing, including installation IICS to a State-approved UAT environment; application and technical assistance during UAT; and correction of defects identified during UAT. The Contractor shall record and track defects identified by the State using the Defect Tracking Log (Contract Section A.4.i). When all defects have been corrected and UAT is deemed completed by the State, the State shall approve User Acceptance Testing in writing, which shall signal the commencement of the Statewide Rollout phase of the project.
- r. Statewide Rollout. This project shall be delivered in one phase. The Contractor shall work with the State to determine readiness for rollout based on an approved User Acceptance Test cycle and an approved Training cycle. The Contractor shall be responsible for the following:
 - (1) Build Enterprise Architecture. The Contractor shall work with the State to build and validate the Contractor's production readiness before commencing with implementation of the production environment.
 - (2) Deploy Solution to Production. The Contractor shall deploy the solution in the Production environment and work with State staff to ensure all pre-conversion tasks are completed before migrating production data for conversion.
 - (3) Migrate Data. The Contractor shall be responsible for migrating data and images from all legacy systems to begin the conversion process.
 - (4) Conversion. The Contractor shall perform the conversion and validation of data and images in the Production environment. The Contractor shall provide validation and

verification of the conversion to the State before allowing users to begin work. The State shall provide written approval of the conversion documentation.

- (5) Post Implementation Assessment. The Contractor shall monitor the performance of the solution and shall prepare and deliver to the State, a Post-Implementation Assessment report which shall describe any issues encountered during implementation, actions taken to remediate the issues, and lessons learned from the implementation. The State shall review the Assessment and, if acceptable, provide written approval.
- s. Support and Maintenance. The Contractor shall provide support and maintenance for the IICS system that will commence with the State's acceptance and written approval of the Post-Implementation Assessment report and will continue throughout the Contract. The Contractor shall provide direct, second- and third-tier technical support and shall maintain the operational readiness, interoperability, and conformance to specifications and requirements of IICS.

The Contractor shall be responsible for operating systems, services and processes required to perform data collection and processing as required by this Contract.

The Contractor shall deliver to the State for review and approval a Support and Maintenance Plan that describes how the Contractor will provide the support and maintenance services outlined in this Contract. The Support and Maintenance Plan shall include a description of the Contractor's support organizational structure.

- (1) Annual Support and Maintenance. Annual support and maintenance shall include all updates, corrections and modification to the Contractor's software, plus any updates, corrections, modifications or new versions of third party software. Additionally, the annual support and maintenance plan shall include all new releases or versions of the Contractor's solution, including all required third party software included in the solution. The Contractor shall be responsible for establishing a Support Center as required by this Contract.
 - (i) The Contractor shall establish a support center and dedicated point(s) of contact to provide communication and technical assistance to the State for annual support and maintenance.
 - (ii) The Contractor shall provide support Monday through Friday, **from 7:00 a.m. to 7:00 p.m.** Central Time, with the exception of designated State holidays.
 - (iii) The Contractor shall establish an email address dedicated to this initiative to facilitate communication and provide access to technical support.
 - (iv) The Contractor shall provide a toll-free phone number to facilitate communication and provide access to technical support.
 - (v) The Contractor may establish additional points or modes of contact (e.g. Chat or messaging through secure website) to expand or enhance access to service or support.
 - (vi) The Contractor shall respond to any calls or messages within two (2) hours of receipt.

The State will provide written acceptance of the Support and Maintenance Plan and reserves the right to request periodic updates to the document.

(2) Support. The Contractor shall, at a minimum:

- (i) Make appropriate Contractor support resources available to the State between **7:00 a.m. to 7:00 p.m.** Central Time, Monday through Friday, except State holidays, to provide the services described and detailed in this section.
- (ii) Diagnose and resolve problems reported by the State that have not been diagnosed and resolved at lower levels of support within the State. The State will determine the severity level of each reported problem. The levels and the corresponding Service Level Goals are indicated below:

Severity Level	Description	Service Level Goal
Level1	<p>Problem has an immediate impact on a majority of end users' ability to access and/or use the system.</p> <p>Generally involves multiple users at the same time. The Contractor shall address system outages or severely degraded services immediately.</p>	<p>Within one (1) hour from the time a Severity Level 1 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem.</p> <p>The Contractor shall provide a status update to the State's Technical Contact or his/her designee every two (2) hours until the problem is resolved.</p> <p>The goal for Level 1 issues is to have the problem resolved within two (2) hours; otherwise, the issue shall be escalated to the Contractor's Chief Product Officer or the Contractor's equivalent senior management.</p>
Level2	<p>Problem has a high impact on most users, must be resolved quickly, and can occur at any time. Under these circumstances, the software is unusable or unstable</p>	<p>Within four (4) hours from the time a Severity Level 2 problem is reported to the Contractor, the Contractor shall assign dedicated resources as required to solve the problem.</p> <p>The Contractor shall provide a status update to the State's Technical Contact or his/her designee every eight (8) hours for the first 24 hours of the incident; then every 24 hours thereafter until the problem is resolved.</p> <p>The goal for Level 2 issues is to have the problem resolved within eight (8) hours; otherwise, the issue shall be escalated to the Contractor's senior management.</p>

Severity Level	Description	Service Level Goal
Level 3	Problem can occur at any time and is either high impact with moderate urgency, or extremely urgent but with moderate impact. Under these circumstances, the ability of the software to support business processes is diminished. For example, a software process causes frequent, unpredictable, system-wide slowdown, and must be restarted to resume acceptable performance.	Within 24 hours from the time a Severity Level 3 problem is reported to the Contractor, the Contractor shall assign resources to solve the problem within a mutually agreed upon timeframe. The Contractor shall provide a status update to the State's Technical Contact or his/her designee every 48 hours until the problem is resolved, or a workaround provided, or a fix scheduled for a future date or release
Level 4	Problem has a moderate impact and is moderately urgent. These circumstances create conditions that inconvenience users of the system.	The Contractor shall work with the State's Technical Contact or his/her designee to determine resources that the Contractor shall assign and when, and the frequency of updates on the status of the problem or fix.

The Contractor shall provide the State with Quarterly Service Level Reports no later than the tenth (10th) business day of the following quarter. The Service Level Reports will provide the time, severity level, description, acknowledgement time, and resolution time for each incident logged during the reporting period. The Service Level Reports will also show actual Service Level performance as compared to Service Level goals. Failure to provide reports by the tenth (10th) business day will incur penalties as indicated in Pro Forma Contract Attachment J (3)–Performance Requirements and Payment Reductions.

- (3) System Management and Monitoring. The Contractor shall manage the databases and services on equipment located at the Contractor's facility to the performance metrics agreed upon by the State. The Contractor must monitor all equipment and applications and shall use both automated and manual tools and processes to monitor performance, as well as prevent and detect unauthorized access. All equipment and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion detection and prevention features.

- (4) Maintenance. The Contractor shall maintain fully-supported, current versions of all hardware and software components. The Contractor shall perform hardware and software maintenance and support services as necessary to ensure proper operation and maintenance of systems.

The Contractor shall install all hardware and software patches, updates, and other utilities according to the Contractor recommendations and industry best practices, as required to maintain system operations and security. All patches and updates shall be fully tested prior to implementation in the production environment.

The Contractor shall repair or replace hardware or software, or any portion thereof, so the system operates in accordance with the specifications, terms, and requirements of the Contract. A regularly scheduled maintenance window shall be identified (e.g., weekly, monthly, or quarterly), at which time all relevant server patches and application upgrades shall be applied. The Contractor shall report the status of any software testing that will necessitate User Acceptance Testing to the State at least fifteen (15) business days before UAT would need to commence.

A critical outage shall be designated when a business function cannot be met by nonperforming application and there is no work around to the problem. Unless critical or agreed to by the State, the Contractor shall perform system maintenance that results in system downtime only on weekends. All maintenance shall be scheduled and the State shall be notified seventy-two (72) hours in advance of any downtime. The Contractor shall maintain a record of maintenance activities.

The Contractor shall generate System Usage and Performance reports on a monthly basis, including but not limited to the following:

- (i) Server up-time and down-time;
- (ii) All critical outages, including issue and resolution;
- (iii) All changes, patches and upgrades implemented;
- (iv) System access; and
- (v) Any other issues and resolution.

System Usage and Performance Reports for the previous month must be provided to the State by the fifth (5th) business day of the following month. Failure to provide reports by the fifth (5th) business day will incur penalties as indicated in Pro Forma Contract Attachment J (3)–Performance Requirements and Payment Reductions.

- (5) Change Management. The Contractor must propose change control processes and procedures for State review and approval. The Contractor is responsible for release management and shall implement changes and releases, as appropriate, according to approved change control processes.
- (6) Business Continuity and Disaster Recovery. Business Continuity and Disaster Recovery. Systems shall be configured with levels of redundancy so that typical component failures shall not disrupt service. The Contractor shall define, implement and exercise adequate business continuity and disaster recovery procedures.

The Contractor shall have documented disaster recovery plans that address the recovery of hardware, software and data. The Contractor shall adhere to a defined and documented back-up schedule and procedure, including regular full and incremental back-up. The Contractor shall manage back-up, off-site data storage, and restore operations. The back-up process must ensure data is transferred securely.

- t. Modifications and Enhancements. At the request of the State, the Contractor shall modify and enhance IICS according to the Modification and Enhancement Request (MER) Process described herein.
 - (1) The State will request Modifications and Enhancements in writing to define the purpose and scope of the Modification or Enhancement. A Modification and Enhancement Request (MER) will include:
 - (i) Requestor name and role
 - (ii) Brief description
 - (iii) Reason or justification
 - (iv) Requirements and specifications
 - (v) Request for a cost estimate, approximate time (hours) and resources necessary to complete the modification or enhancement
 - (vi) Requested or mandated delivery date
 - (2) The Contractor shall prepare an Estimate for the MER. The Estimate shall include:
 - (i) The Total Fixed Cost to deliver the Modification or Enhancement solely based on the Contractor's estimate of the total number of hours required to deliver the Modification or Enhancement per the payment rates specified in the Contract Section C.3.d, where the Total Fixed Cost represents the maximum amount the State will compensate the Contractor for the Modifications or Enhancements.
 - (ii) The estimated delivery date of the Modification or Enhancement.
 - (iii) The impact of delivering Modifications or Enhancements on IICS operations and activities.
 - (3) The State, at its sole discretion, may accept or reject the Contractor's Estimate.
 - (i) If the State agrees to the Contractor's Estimate, the State shall provide acceptance in writing, which authorizes the Contractor to begin work according to the MER.
 - (ii) If the State does not agree to the Contractor's Estimate, the State may:
 - 1. Elect not to proceed with the Modification or Enhancement;
 - 2. Negotiate the Estimate with the Contractor;
 - 3. Revise the MER

- (4) The Contractor shall modify IICS according to the MER, and shall thoroughly test the modifications
 - (i) The Contractor shall prepare and provide to the State new or updated system and user documentation related to the Modification or Enhancement.
 - (ii) The Contractor shall work with the designated State project team member to coordinate with Edison and other support the contractors on any change that affects those systems.
- (5) The State will test the delivered Modification or Enhancement to ensure that:
 - (i) The Modification or Enhancement completely provides the functions as required by the MER
 - (ii) The Modification or Enhancement has no deficiencies in documentation
 - (iii) The Modification or Enhancement has no defects in efficiency or performance.

The State, at its sole discretion, will determine acceptance of the Modification or Enhancement, and will indicate its acceptance or non-acceptance to the Contractor in writing within ninety (90) days of implementation.

The Contractor shall coordinate with the State to determine appropriate timing for implementation of any Modifications and Enhancements and in accordance with the State-approved Release Management Plan (see Contract Section A.4.c.(2)).

- u. Final Project: The Contractor shall create a Final Project Report using the State's Project Closure Report, summarizing project activities, lessons learned and recommended next steps. The Project Closure Report shall be submitted to the State Lead no later than fifteen(15)business days prior to the final signoff of the final project implementation.The State will provide written acceptance of the Project Closure Report.
- v. Change Orders. The State may, at its sole discretion and within written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this contract.
 - (1) 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:
 - (i) The effect, if any, of implementing the requested change(s) on all other services required under this Contract;
 - (ii) The specific effort involved in completing the change(s);
 - (iii) The specific schedule for completing the change(s);
 - (iv) The maximum number of person hours required for the change(s); and

- (v) 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.

- (2) 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.
- (3) 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.

4. COMMUNICATIONS:

Please submit your response to this RFI via email to:
 Elizabeth Stafford
 Sourcing Analyst
 Central Procurement Office
 Department of General Services
 William R. Snodgrass TN Tower – 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
 Work: (615) 532-0764
 Email: Elizabeth.Stafford@tn.gov

Please reference RFI # 30227-15003 with all communications to this RFI.

4. SCHEDULE OF EVENTS

<u>EVENT</u>	<u>TIME (Central Time Zone)</u>	<u>Tentative DATE (all dates are State business days)</u>
1. RFI Issued		January 15, 2016
2. RFI Response Deadline	<u>2:00 p.m.</u>	February 17, 2016

5. GENERAL INFORMATION:

- 5.1 Please note that responding to this RFI is not a prerequisite for responding to any future solicitations related to this project and a response to this RFI will not create any contract rights. Responses to this RFI will become property of the State.
- 5.2 The information gathered during this RFI is part of an ongoing procurement. In order to prevent an unfair advantage among potential respondents, the RFI responses will not be available until after the completion of evaluation of any responses, proposals, or bids resulting from a Request for Qualifications, Request for Proposals, Invitation to Bid or other procurement method. In the event that the state chooses not to go further in the procurement process and responses are never evaluated, the responses to the procurement including the responses to the RFI, will be considered confidential by the State.
- 5.3 The State will not pay for any costs associated with responding to this RFI.

6. INFORMATIONAL FORMS:

The State is requesting the following information from all interested parties. Please fill out the following forms:

TECHNICAL INFORMATIONAL FORM

1. RESPONDENT LEGAL ENTITY NAME:
2. RESPONDENT CONTACT PERSON: Name, Title: Address: Phone Number: Email:
3. Provide a brief description of your company's experience providing this type, similar claim entry systems, or comparable custom software solutions.
4. Provide a detailed description of how your company's existing solutions address the following:
a. Describe and provide clarity of existing in-production core and optional solutions.
b. What types of solutions are currently in development?
c. Describe the technical architecture of existing solutions.
d. Describe the use of industry best practices in the development and delivery of similar solutions.
e. Describe and include examples of the process/policy standards you adhere to for data exchange.
f. Provide any examples where the core solution has been fully implemented in a State/County of similar size.
g. Does your company provide implementation services or do you use a third party?
h. Describe the optional modules not included in your core solution.
i. Describe suggested customer and vendor staffing based on your most successful partnership with similar implementations.
j. Describe the expected timeframe to configure, test, train, convert and implement the solution.
k. Describe your training approach (one-on-one, train the trainer, etc.).
l. Describe/outline training that could be provided to employees. Is training readily available including on-line formats and easily accessible?
m. Describe any lessons learned the State should consider on a claim entry solution.
n. Describe recommended security measures for claim entry solutions.
o. What types of technology or operational approaches may be particularly problematic or involve higher levels of risks? Please provide as much detail as possible and describe any offsetting advantages or benefits.
p. Describe your preferred hosting scenario (vendor, cloud, state, etc.). Discuss any implications of your preferred hosting scenario on maintenance and support going forward.
5. Please include any additional feedback, questions, alternative solutions, or suggestions.

Redlines to the RFI document and Attachment K are encouraged.

COST INFORMATIONAL FORM

PLEASE DO NOT INCLUDE ANY SPECIFIC PRICING

1. Describe your company's various cost modules for this type of solution.
2. What is the total dollar range this type of solution might cost?

ADDITIONAL CONSIDERATIONS

1. Please describe any alternative approach the State might consider.