



STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

**REQUEST FOR PROPOSALS # 34513-35725
AMENDMENT # 3
FOR NEW HIRE REPORTING AND EMPLOYER
MAINTENANCE**

DATE: MAY 22, 2024

Update 5-24-2024: Corrected start date year on page 9 to 2024.

RFP # 34513-35725 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		April 1, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	April 4, 2024
3. Notice of Intent to Respond Deadline	2:00 p.m.	April 12, 2024
4. Written "Questions & Comments" Deadline	2:00 p.m.	April 24, 2024
5. State Response to Written "Questions & Comments"		May 22, 2024
6. Response Deadline	2:00 p.m.	May 31, 2024
7. State Schedules Respondent Oral Presentation		June 4, 2024
8. Respondent Oral Presentation		June 6, 2024 – June 7, 2024
9. State Completion of Technical Response Evaluations		June 17, 2024
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 18, 2024
11. Negotiations		June 20, 2024 – June 21, 2024
12. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	June 24, 2024
13. End of Open File Period		July 1, 2024

14. State sends contract to Contractor for signature		July 2, 2024
15. Contractor Signature Deadline	2:00 p.m.	July 12, 2024

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		1. Will the State please provide the size restrictions for receipt of emailed file submissions?	Yes. The State can receive files up to 25 mb per email. Files larger than that can be submitted via an external link.
Attachment 6.2, item C.8	29	2. Will the Contractor enter termination reporting and data into the State's system (TCSES)?	Yes. See 6.6 Pro Forma Section A.7.d.
A.11	40	3. Will the State please provide the monthly volume of records rejected by the OCSS over the past 12 months?	The total volume of rejected records over the past twelve months is 42,927
A.19	42	4. Will the State please provide details of the notification and outreach activities (in-person meetings, email campaigns, and virtual conferences) of the past 12 months, and the accompanying brochures printed, mailed, or distributed?	Outreach is performed monthly via phone, fax and email. 15,127 compliance notices were sent in the last 12 months.
A.19	42	5. Will the State please provide postage costs over the past 12 months?	\$0.00 Outreach and compliance notifications and reminders are completed through electronic methods and phone calls. The current Contractor does not charge for first-class mail.
A.21.a.c.i	44	6. Will the State please provide a breakdown or percentage of calls received in English, Spanish, and Arabic during the past 12 months? What is the current number of bilingual staff for Spanish/English and Arabic/English customer service?	All calls received have been one hundred (100%) in English. Currently there is one bilingual staff member.
A.23	44	7. Will the State please specify the Contractor's responsibility to collect data and issue documents?	The Contractor shall cooperate fully with the State for any data collection or documents requested by the State. This may include but is not limited to data elements for file transfers, notices required by the State

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			or OCSS, and any reporting information.
A.27.c	45	8. How many warning notices were sent via email and first-class mail to potentially non-compliant employers over the past eight quarters? May the Contractor send warning notices via email if the Contractor has an email address for the potentially non-compliant employer?	For the last eight (8) quarters, there have been a total of 31,381 notices sent using electronic methods and phone calls. No costs have been charged to the State for first-class mail.
A.29.c	46	9. Will the State please provide the most recent 12 months of data for the following? i. Total number of new hire records submitted ii. Total number of registrations approved iii Total number of employers reported iv. Total number of employer profiles updated v. Total number of customer service calls received through the Call Center vi. Total number of faxes received vii. Total number of compliance correspondence sent	i. 2,041,914 ii. 1,435 iii. 269,532 iv. 10,257 v. 10,783 vi. 46,906 vii. 15,127
A.32	46	10. To plan sufficient numbers of personnel, will the State please provide the most recent 12 months of data for the following? i. Number of new hire records received via fax and mail ii. Number of registrations approved iii. Number of employer profiles updated iv. Number of inbound customer service calls v. Number of outbound customer service calls vi. Average handling time of a customer service call vii. Number of incoming emails	i. 75,333 ii. 1,435 iii. 32,551 iv. 10,783 v. 2,944 vi. 3:33 minutes vii. 16,150
Contract A.34	47	11. Will the State please confirm the Contractor will be responsible for providing the personal computing equipment (PCs or laptops) to be used by the Contractor's staff to perform the services of the contract?	The Contractor will be responsible for providing company owned computing equipment necessary to provide services outlined in RFP Attachment 6.6 Pro Forma Contract.
Contract A.34	47	12. Will the State please describe how the State will provide access to TCSES from Contractor-supplied equipment?	The State's End User Management Division will review for approval all access granted to TCSES once all employees assigned to the Contract have completed the security access requirements. The

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			Contractor will be granted access using a virtual private network monitored by security policies as described in A.14. of the Pro Forma and Attachment C and Attachment D.
Contract Section B.1	51	13. Will the State please provide an anticipated timeline for implementation/transition?	<p>Respondents are to include a schedule of implementation as part of their draft implementation plan provided in response in RFP Attachment 6.2-Section C, item C.3.</p> <p>See items #3 and #4 below for revised RFP Attachment 6.6. – Pro Forma Contract Sections A.2. and B.1. and item #5 below for new Section A.42.</p>
Contract Section B.1	51	14. Will the State please confirm the start of the implementation period? Is the Effective Date the start of the implementation period?	<p>Yes, see items #3 and #4 below for revised RFP Attachment 6.6. – Pro Forma Contract Sections A.2. and B.1. and item #5 below for new Section A.42.</p> <p>Yes. The implementation period shall begin on the Contract's Effective Date.</p>
Contract Section B.1	51	15. Will the State please confirm the operational go-live date? When is the Contractor expected to begin providing New Hire Reporting and Employer Maintenance services?	<p>Yes, the “go-live date” is January 1,2025 which is the date the Contractor must have completed the implementation period and begins to provide New Hire Reporting and Employer Maintenance services.</p> <p>See items #3 and #4 below for revised RFP Attachment 6.6. – Pro Forma Contract Sections A.2. and B.1. and item #5 below for new Section A.42.</p>

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D. Mandatory Terms and Conditions	53	16. Is the State willing to negotiate mutually acceptable changes to the mandatory terms and conditions (subject to Section 5.3.5 of the RFP and to any other statutory limitations)?	No.
D.6, Termination for Cause	54	17. Is the State willing to include a reasonable cure period in the Termination for Cause provision of any resulting contract with the awarded vendor?	No.
D.32, Insurance	59	18. Provided that the required coverage types and policy limits are not changed, is the State willing to negotiate the insurance language in the Contract to better align with the Contractor's insurance policy language?	No.
3.1.1.2, Cost Proposal	6	19. 19. The RFP requires Bidders to respond using 12-point font. May Bidders use a smaller, but still readable, font for each of the following? a) headers and footers b) RFP requirement text c) exhibits, figures, and graphics d) tables	Yes, font may be smaller as long as its legible.
Section E.3, Confidentiality of Records	63	20. Will the State please provide the data-sharing agreements between the Tennessee Department of Human Services and the Federal Government? The agreements would include the SDS-BENDEX-SVES for 1137 and/or Child Support Benefit Programs Data Matching Agreement between the Social Security Administration and the Tennessee Department of Human Services.	The agency will provide data-sharing agreements to the awarded contractor or in accordance with TCA 10-7-501.
E.5, Software License Warranty.	66	21. Upon award, is the State willing to mutually negotiate or clarify the terms of the license granted to the State Contractor's pre-existing intellectual property?	No.
E.11.b, Rights and Title to the Software.	67	22. Does the State intend to require the Contractor to provide the source code for its Contractor-Owned Software?	Yes. TCSES currently uses the source code of NEW. The State requires for this source code to remain.
Attachment B	77-78	23. Upon award, is the State willing to negotiate a mutually acceptable cap on aggregate (cumulative total) LDs?	No.
1.4.6	2	24. This section notes that, "The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to	The State will communicate to respondents the following: changes to schedule, amendments, and any other information pertinent to the

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		Respond..." Does that State intend to identify prospective Respondents that completed and submitted an Intent to Bid prior to the response due date? Similarly, does that State plan to share a list of prospective Respondents that submitted questions to the State?	solicitation. The State will not share a list of prospective respondents until the Open File Period.
3.1.1.2	6	25. Does the State have any line spacing or margin formatting preferences with respect to Proposal development?	No.
3.2.2.2	7	26. Can the State share what its file size threshold is for receiving email attachments?	Yes. The State can receive files up to 25 mb per email. Files larger than that can be submitted via an external link.
3.2.2.2	7	27. If the final Technical Response document exceeds typical threshold limits for email attachment size, would the State consider receiving Technical Responses via Cloud-sharing service, such as DropBox, Google Drive, or ownCloud?	Yes. Please email the link to the Sourcing Coordinator noted in the RFP before the deadline.
3.2.1	7	28. Can the State advise whether electronic signatures are acceptable where Respondent signatures are required across both the Technical and Cost proposals, as opposed to digital ones?	Electronic signatures are acceptable.
4.1	11	29. Can the State confirm that Respondents do not need to check or monitor either the State's public procurement site (https://www.tn.gov/content/tn/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html) or the TN Edison portal for RFP updates, amendments, or otherwise? Do Respondents need to utilize the TN Edison portal in any capacity to successfully respond to this solicitation?	Solicitation Coordinator will notify respondents who have provided contact information for the "Notice of Intent to Respond" of Amendments to the RFP.. Respondents do not need to utilize Edison portal to respond to this solicitation. However, respondents who are not registered as a supplier for the State will have to do so in order for award to be processed.
4.8	12	30. Can the State provide Respondents with instructions on how best to protect themselves from sharing sensitive, proprietary, and confidential information [contained within their responses to this RFP for which are intended for the State's evaluation purposes only]? E.g. mark sections as 'Confidential', redact applicable information in a separate proposal copy, etc...	The Respondent is cautioned not to provide any materials to this RFP that are considered trade secrets. Respondent submissions are part of the open file and become open to public inspection. Technical Response must NOT contain any restrictions of the rights of the State or other

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			qualifications of the response.
A.4	21	31. Can the State advise whether it would accept a "positive credit rating" from Dunn and Bradstreet?	Official document from Dunn and Bradstreet is acceptable, so long as the document is dated within the last three (3) months and indicating a satisfactory credit score.
B.15	25	32. Does this solicitation include any goals, requirements, or incentives with respect to the inclusion of leveraging Diversity Business Enterprises (DBE) in the resulting contract?	No.
Pro Forma Contract	37	33. Would the State like Respondents to return a copy of the "Contract Between the State of Tennessee, Department of Human Services, Child Support Division, and Contractor Name" starting on page 37 of the RFP PDF document?	No. The State will send to awarded Contractor a filled out contract for signature in accordance with the RFP Schedule of Events, after the Notice of Intent to Award is Released.
Attachment A	75	34. Can the State advise whether Respondents need to complete and return a copy of Attachment A with their responses, or whether this is part of the sample contract that will be addressed post notification of award?	A completed Attachment A shall be due post award.
Attachment D	81	35. Can the State advise whether Respondents need to complete and return a copy of Attachment D with their responses, or whether this is part of the sample contract that will be addressed post notification of award?	A completed Attachment D shall be due post award.

2. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

3. Delete RFP Attachment Section A.2. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

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

- a. "Call Center" means a location established and staffed by the Contractor by which the Contractor provides a toll-free telephone number during the operational hours specified in Section A.21 to receive and process incoming calls.

- b. "Federal EPP Report" means the Employer Participation Project Report which OCSS provides to the State on a quarterly basis. The EPP Report lists employers which potentially failed to comply with new hire reporting requirements (defined below)
- c. "E-IWO" means electronic income withholding.
- d. "FCR" means Federal Case Registry.
- e. "FEIN" means federal employer identification number.
- f. "FOB" means free on board.
- g. "Go-live date" means January 1, 2025 which is the date the Contractor must complete the implementation period and begin to provide New Hire Reporting and Employer Maintenance services.
- h. "Implementation Plan" means the document describing the Contractor's business processes and approach to performing the Scope of Services, as further discussed in Section A.42.
- i. "IRS" means the Internal Revenue Service.
- j. "Key Personnel" means individuals assigned to the roles described in Section A.33.
- k. "MINCA" means maintenance income assignment.
- l. "Multistate Employers" means employers that conduct business in multiple states but who choose to consolidate their new hire reporting in Tennessee.
- m. "NHRP" means the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 U.S.C. § 653A and Tennessee Code Annotated §§ 36-5-1102-1105.
- n. "NMSN" means the National Medical Support Notice form, which operates as legal notification that the employee identified therein is obligated to provide health coverage for children included under a child support order.
- o. "OCSS" means the Federal Office of Child Support Services.
- p. "Payroll Processing Address" means the address of the location from which an employer distributes payroll checks which may include but not limited to payments through the mail, electronic funds transfers or automated Clearinghouse methods.
- q. "PDF" means Portable Document Format.
- r. "State Project Director" shall mean the State's key personnel to manage the New Hire Reporting Program.
- s. "TCSES" means the Tennessee Child Support Enforcement System, operated by the Department of Human Services, containing data and functions for the recording of child and spousal support data, and for collection, distribution, and disbursement of child and spousal support payments.
- t. "TCSES Employer Identifier" means the unique identification number assigned to each employer in TCSES.
- u. "TIFF" means Tagged Image File Format.

- v. "Unusable" means a TCSES employer ID that has been confirmed as a duplicate or created in error or has not otherwise been confirmed as usable.
- w. "Usable" means a unique TCSES employer ID that has been verified and is therefore appropriate to add in TCSES.

4. Delete RFP Attachment 6.6 – Section B.1. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

B. TERM OF CONTRACT:

B.1 This Contract shall be effective for the period beginning on July 16, 2024 ("Effective Date") and ending on December 31, 2029 ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) 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 sixty-six (66) months.

5. Add the following as RFP Attachment 6.6 - Section A.42 and renumber any subsequent sections as necessary:

A.42. Implementation. At no additional cost to the State, the Contractor shall establish and prepare for the services to go-live on January 1, 2025 and to maintain the New Hire and Employer Maintenance Program as required by Title 45 of the Code of Federal Regulations (C.F.R.), 42 U.S.C. § 653a, state law, Tenn. Code Ann. §§ 36-5-1101 through 36-5-1108, and the child support program policy and program directives. The Contractor shall ensure that the initial establishment of the program is in accordance with the draft Implementation Plan provided in the Technical Proposal that the Contractor submitted in Request for Proposal 34513-35725, provided, however, that the Contractor shall comply with directives the State may issue regarding the draft Implementation Plan and the Contractor's implementation activities. No later than thirty (30) days after the Effective Date of this Contract, the Contractor shall submit a final version of the Implementation Plan for the State's review and approval. The Contractor shall comply with any request by the State to modify the draft submitted, and the State in its sole discretion shall determine whether the final Implementation Plan is adequate and whether to approve the Implementation Plan. Upon the State's approval of the final Implementation Plan, the Contractor shall comply with the Implementation Plan.

6. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.