

**AMENDMENT 5  
FOR  
RFP NUMBER 0A1043**

**DATE AMENDMENT ISSUED: August 21, 2009**

The State of Ohio, through the Department of Administrative Services, General Services Division, on behalf of Ohio Department of Job and Family Services, is issuing this amendment for the Request for Proposals (RFP) entitled:

**Child Support Payment Central Services**

<b>INQUIRY PERIOD BEGINS:</b>	<b>July 20, 2009</b>
<b>INQUIRY PERIOD ENDS:</b>	<b>September 4, 2009</b>
<b>OPENING DATE:</b>	<b>September 14, 2009</b>
<b>OPENING TIME:</b>	<b>1:00 P.M.</b>
<b>OPENING LOCATION:</b>	<b>Department of Administrative Services Office of State Purchasing Bid Room 4200 Surface Road Columbus, Ohio 43228</b>

The attached is an Amendment for the RFP listed above. Please use the replacement page(s) contained in the Amendment to replace the corresponding page(s) previously in the RFP.

Specifications and requirements that have been revised are surrounded by bolded double asterisks and, when applicable, strikethrough.



## PART ONE: EXECUTIVE SUMMARY

**Purpose.** This is a Request for Competitive Sealed Proposals (“RFP”) under Sections 125.071 and 125.18 of the Ohio Revised Code (the “Revised Code”) and Section 123:5-1-8 of the Ohio Administrative Code (the “Administrative Code”). The Ohio Department of Job and Family Services has asked the Department of Administrative Services to solicit competitive sealed proposals (“Proposals”) for Child Support Payment Central services (CSPC) (the “Work”), and this RFP is the result of that request.

If a suitable offer is made in response to this RFP, the State of Ohio (the “State”), through the Department of Administrative Services, may enter into a contract (the “Contract”) to have the selected offeror (the “Contractor”) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to four additional two-year biennium term(s) plus ~~\*\*six one~~ **\*\*six one** additional ~~months~~ **year\*\*** to allow for the continuation of banking services for closure of outstanding account activity, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. Any such renewal of all or part of the Contract also is subject to the satisfactory performance of the Contractor and the needs of the Ohio Department of Job and Family Services (ODJFS).

**The State may reject any Proposal if the offeror fails to meet a deadline in the submission or evaluation phases of the selection process or objects to the dates for performance of the Work or the terms and conditions in this RFP.**

**Background.** The State's Title IV-D Support Program is a state-supervised, county-administered program with 88 local county Child Support Enforcement Agencies (CSEAs) and a central state supervisory office. Ohio's current estimated caseload volume is 1,073,819 open cases with over 3,546,492 active clients, including 800,821 payors and 742,296 payees. In federal fiscal year (FFY) 2008, the IV-D program collected nearly 13 million payments totaling \$2 billion, with approximately 86% of the daily collections processed through wage or other income withholding. The remaining 14% of collections came from individual payments or group payments such as IRS tax offset submittal returns.

Currently approximately 50% of all payments are received electronically. In the future, legislation may be enacted that will require employers with more than 50 employees to send child support payments by electronic means. As a result, the State expects the percentage of electronic payments to increase and overall costs to decrease.

ODJFS' Support Enforcement Tracking System (SETS) is the statewide, automated Title IV-D system developed to meet requirements mandated in the Family Support Act (FSA) of 1988 as amended. The full IV-D and non-IV-D case and financial cycle is supported by SETS.

The Federal Personal Responsibility Work Opportunity and Work Reconciliation Act (PRWORA) of 1996 mandated the State to develop a statewide operation to serve as a central point for all support collections and disbursements. PRWORA requires the operation to provide employers with the opportunity to remit a single payment to one location for multiple payors across the State.

On the State level, House Bill (HB) 352 (1997) provides State authorization for centralized collection and disbursement. In addition, HB 352 provides counties with the option to accept payments from individual payors at the local CSEA office. While addressing the requirements at both the State and federal level,

- b. The Contractor must include, in the Cost Summary, an initial pool of 2,000 hours to be used in conjunction with the Contractor's Rate Card. The hours will be pro-rated for the first Contract fiscal year commencing July 1st. The Contractor and State will meet at the conclusion of the first fiscal year of Contract execution to review this discretionary hour pool and make adjustments as required. As part of this review, the Contractor will provide a schedule of discretionary hours consumed (by activity, resource and project) and a forecast of remaining hours and activities. Customary project/service resource models must be used to serve as the basis for the estimating usage of the 2,000 hour pool.

## 18.0 Desirables

Desirables are optional services the Contractor may be asked to provide under the terms of this Contract. The offeror should provide innovative solutions for the following:

- a. Send and Receive International Payments Electronically
- b. Automated Outbound Notification System
- c. SAS-70 Audit

### 18.1 Send and Receive International Payments Electronically

International support payments are increasing every year. The Contractor may be asked to implement a solution for sending and receiving electronic support payments internationally.

#### Minimum Requirements:

- a. Send electronic payment file.
- b. Convert foreign currency to and from US dollars.
- c. Receive, validate and process electronic payment file.

### 18.2 Automated Outbound Notification System

The Contractor may be asked to implement an automated outbound notification system to notify clients of enrollment status, e-disbursement status and other pertinent information.

#### Minimum Requirements:

- a. Ability to provide a consolidated notification to a client when multiple disbursements are made to the client's account or Ohio e-QuickPay® card.
- b. Ability to add new call campaigns as requested by the State.
- c. Ability to easily change messages and call flow.
- d. Ability to transfer calls to the IVRs and call centers when a client answers the phone.
- e. Ability to send emails and text messages.
- f. Ability to provide reports.

### 18.3 SAS-70 Reporting

Once every calendar year, the Contractor will initiate in the fourth quarter an annual Statement of Auditing Standards 70 (SAS-70) audit covering at least the preceding six month period, for the Contractor service locations or service types for which the Contractor, in its normal course of business, has conducted SAS-70 Type II audits and to the extent such reports are pertinent to the services, to be completed by a nationally recognized firm qualified to perform such audits. The audit will be a ~~multi-customer~~ SAS-70 Type II covering the common processes controlled and performed by the Contractor at the primary SDU site. In the year transition occurs, a SAS-70 audit will be provided only if transition is completed in sufficient time to allow six months of Contractor performance prior to September 30. A copy of each of the resulting audit reports will be delivered to the State during the last quarter of each calendar year.

It is the sole obligation of the Contractor to remedy any issues, material weaknesses, or other items arising from these audits as they pertain to services or capabilities provided by the Contractor to the State at the time of the Audit. The Contractor is to remedy these issues at no cost to the State. For items that arise as a result of State policies, procedures and activities, after

Any Applicable Make-whole Recovery Offset	Calculated and Applied Monthly
<b>Transition Services</b>	<b>Payment</b> Upon Acceptance of Defined Deliverables
Task 2 - System Requirements Specification (SRS) Document	5% of the Transition Services (Task 1-9)
Task 2 - Gap Analysis Document	5% of the Transition Services (Task 1-9)
Task 2 - System Design Document	5% of the Transition Services (Task 1-9)
Task 2 - CSPC Application Customization, Configuration and Unit Testing Documentation	25% of the Transition Services (Task 1-9)
Task 3 - Data Conversion Results	10% of the Transition Services (Task 1-9)
Task 7 – Signed Implementation Certification Letter.	50% of the Transition Services (Task 1-9)
Task 10 – End of Contract Transition Services	100% of Transition Services Task 10
<b>Discretionary Technical Services</b>	<b>Payment</b>
Utilizing the Rate Card	Upon Acceptance of Defined Deliverables or Time and Material Services
<b>Discretionary Marketing Services</b>	<b>Payment</b>
Per requested 'new' marketing-based proposals	Upon Acceptance of Defined Deliverables or Time and Material Services

\* The entire earnings credit amount must be credited to the State's monthly invoice. The Contractor is responsible for bank service charges (fees).

Upon completion of the defined events or acceptance of deliverables, the Contractor may submit an invoice according to the payment table identified above.

The Contractor must meet with the State, after award of the Contract, to formalize the invoice requirements, including, but not limited to format, content, back up information, review processes, approval and timing considerations.

Once awarded, the term of the Contract will be from the award date until the Work is completed to the satisfaction of the State and the Contractor is paid or June 30, 2011, whichever is sooner. The State may renew this Contract for up to four additional two-year biennium term(s) plus ~~one~~ **six** ~~one~~ **months** ~~year~~ to allow for the continuation of banking services for closure of outstanding account activity, subject to and contingent on the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium.

The Cost Summary Form attached provided as Attachment 10 contains pricing for the initial term of the Contract and the first biennium renewal period. The initial term is from the award date through June 30, 2011. The first biennium renewal period covers the timeframe from July 1, 2011 through June 30, 2013. In summary, the Contractor's Fees from Contract award through June 30, 2013 will be based upon the rates contained on Attachment 10.

<b>Contract Term</b>	<b>Timeframe</b>	<b>Planned Rate Negotiation Timeframe</b>
Initial Term	Award through June 30, 2011	No Planned Rate Negotiations.
Biennium Renewal #1	July 1, 2011 through June 30, 2013	No Planned Rate Negotiations.
Biennium Renewal #2	July 1, 2013 through June 30, 2015	After July 2012 & Before January 2013
Biennium Renewal #3	July 1, 2015 through June 30, 2017	After July 2014 & Before January 2015
Biennium Renewal #4	July 1, 2017 through June 30, 2019	After July 2016 & Before January 2017
Continued Banking Services	July 1, 2019 through June 30, 2020	TBD

The rates and fees associated with Biennium Renewal #2, Biennium Renewal #3 and Biennium Renewal #4 will be negotiated and mutually agreed upon as described below.