



REQUEST FOR PROPOSAL (RFP)

FOR NATIONAL MEDICAL SUPPORT NOTICE (NMSN) PROCESSING

**Issued by the Purchase Bureau
Division of Purchase and Property
Department of the Treasury
State of New Jersey**

SPECIAL TERMS AND CONDITIONS

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1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

1.1.1 Purpose

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals from qualified bidders to develop, implement and operate a system to process the newly mandated uniform National Medical Support Notice (NMSN). This contract will be for a period of three (3) years. The first year of the contract includes two weeks for preparation of a detailed work plan as specified in the scope of work and two months for implementation of the operations.

The contractor will support the processing of the NMSN by sending out the notice, receiving the medical information provided by the employer, assisting the custodial parent in selecting an option when more than one health care plan is available, inputting medical support information onto a database to be transferred to the Automated Child Support Enforcement System (ACSES) and the Division of Medical Assistance and Health Services (DMAHS) according to the file layout specified in Attachment II and maintaining imaged copies of the NMSN. NMSN imaged copies must be retained by the contractor until such time are transferred to the State at no cost to the State, at the end of the contract.

1.1.2 Intent

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered.

1.1.3 Required Experience

The Contractor selected must have and demonstrate experience in child operations and public and private health care financing programs. In program experience within the last five years shall be represented among staff assigned to the contract.

1.1.4 State and Federal Rights to Materials

Pursuant to section 5.11 of this RFP, the State retains all rights to materials developed or modified for use by the State as part of this contract. Additionally a critical aspect of this contract is the selected contractor's willingness and ability to facilitate transition to a State operated program, when and if deemed appropriate by the State Contract Manager and in accordance with the terms of this RFP.

In accordance with 45 C.F.R. 95.617, the database and any software developed by the contractor or its sub-contractors, under this contract shall be the exclusive property of the State and remain the property of the State upon completion of development. The contractor shall provide all program coding, as well as any other technical information relevant to the operation and maintenance of the software developed by the contractor. This section supplements section 5.5 and is further detailed in the Scope of Work, section 3.7

The State also retains rights to any proprietary software modified for use by the State in accordance with Section 5.11 of this contract.

Pursuant to 45 CFR 95.617(b), the Federal government reserves a royalty free nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation.

1.2 Background

The Child Support Enforcement Program was established in 1975 as Part D of Title IV of the Social Security Act. The purpose of the program is to locate non-custodial parents, establish paternity for children born out-of-wedlock, and obtain and enforce child support orders.

In New Jersey, the program is State supervised and locally administered. The Division of Family Development (DFD), Office of Child Support and Paternity Programs (OCSPP) serves as the State Title IV-D agency and has a cooperative agreement with the Administrative Office of the Courts for the enforcement of child support orders. The OCSPP directly manages certain services, which include the State Parent Locator Service, the tax refund and unemployment benefit offset programs, and monitoring/assessment studies of all local IV-D offices.

The Administrative Office of the Courts maintains the Central Registry for the receipt of all incoming interstate complaints.

State child support agencies located within the county welfare agencies and the judiciary are responsible for providing assistance in the location of obligors, assisting in the establishment of paternity and obtaining a court order for child support and medical support. The family divisions are also responsible for scheduling cases for court, providing notice of all hearings and addressing modification issues regarding child support or medical support. The probation divisions are responsible for the monitoring, enforcement and collection of payment on child support orders, including medical support.

The enactment of the Child Support Enforcement Amendments of 1984 mandated that child support agencies secure and enforce medical support obligations whenever health care coverage was available to a noncustodial parent at a reasonable cost. The Omnibus Budget Reconciliation Act of 1993 removed impediments to the IV-D agency carrying out this task by prohibiting discriminatory health care coverage practices, creating qualified medical child support orders to obtain coverage from group health plans subject to the Employee Retirement Income Security Act (ERISA) and allowing employers to deduct the costs for health insurance premiums from the employee/obligor's income.

The Child Support Performance and Incentives Act of 1998 further eliminated barriers to meaningful establishment and enforcement of medical child support coverage by requiring the Department of Health and Human Services to work with the Department of Labor to develop a uniform NMSN to be issued by States to enforce the medical support obligations of a noncustodial parent. It is anticipated that the use of this standardized form will be welcomed by employers, simplifying processing for all concerned and, more importantly, enhancing health care coverage for children who are excluded from their noncustodial parent's group health plan.

Federal regulations at 45 C.F.R. 303.32 require that the Title IV-D agency enforce the health care coverage provision in a child support order through the use of the NMSN.

Current IT Environment

The Automated Child Support Enforcement System (ACSES) operates on a Bull Jupiter II (DPS 9000/755-2) mainframe. It is a centralized system with a hierarchical database of sixty-five database areas (twenty-five of which are real time updateable), 126 record types, over 750 COBOL batch programs and approximately 200 emulation and GUI screen scraping application are connected to the mainframe through a TCP-IP wide area network

The State of New Jersey, Department of Human Services operates a wide area network (WAN) that is a major subset of the Garden State Network. It serves all Departments of Human Services, county welfare staff throughout the State, probation offices, municipalities, and child-

care agencies, in addition to those agencies participating in the One Ease E Link initiative.

The Department of Human Services network consists of over 200 local area networks (LANs) Statewide connected to the Departmental WAN. There are over 15,000 PC's and 250 file servers on the WAN in addition to the BULL and IBM mainframes. The NMSN system will be required to interface with the bull mainframe which is the server for the Automated Child Support Enforcement System.

Each LAN is comprised of multiple segments serving single buildings and campuses. Individual sites are connected to the WAN by point to point frame relay communication lines running from 56 kbs to T1 speeds. County frame relay circuits are consolidated into ATM circuits within each LATA. The ATM circuits are connected to the OIT State Network and the DHS WAN.

Each LAN has one or more network servers running Banyon Vines Street Talk Operating system on a Unix kernell or Banyon Vines Street Talk on Windows NT. In addition, NT servers acting as application servers are running Oracle and MS SQL Server.

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be e-mailed and faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau
Division of Purchase and Property
State of New Jersey
PO BOX 230
Trenton, New Jersey 08625-0230
Attention: Jennifer Petrino
FAX: (609)292-5170
Phone: (609) 984-0493
E-Mail: Jennifer.Petrino@treas.state.nj.us

1.3.1.1 Cut-Off Date for Questions and Inquiries

A Mandatory Pre-Bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. Written questions must be delivered to the Purchase Bureau buyer. It is requested that bidders having long,

complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.2 Mandatory Site Visit

Not applicable to this procurement

1.3.3 Mandatory Pre-Bid Conference

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided on the conference/site inspection page at the beginning of this document.

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failing to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as written addendum to this RFP.

1.3.4 Document Review Room

Not applicable to this procurement.

1.4 Additional Information

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all of the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

1.4.7 Price Alteration

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, McBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

IV-D Agency - The IV-D Agency for the State of New Jersey is the New Jersey Department of Human Services Division of Family Developments' Office of Child Support and Paternity Programs (OCSPP).

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Award.

Contractor - The contractor is the bidder awarded a contract.

Customer - For the purposes of this procurement the customers are Employers, Health Care Plan Administrators and Custodial and/or Noncustodial Parents

Director - Director, Division of Purchase and Property, Department of Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

May - Denotes that which is permissible, not mandatory.

Major Employer - For purposes of this procurement, shall be an employer with 25 or more full time employees.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) - This document which establishes the bidding contract requirements and solicits bid proposals to meet the purchase the Using Agency(ies) as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure a mandatory requirement will result in the rejection of a bid proposal materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks - Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

Task - A discrete unit of work to be performed.

Using Agency(ies) or Agency (ies) - The entity(ies) for which the Division has issued this RFP and will enter into a contract.

All Inclusive Hourly Rate - An all-inclusive hourly rate must include all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. Hourly rates also include portal to portal expenses. Time spent in traveling to and from the work site or employee's normal work station shall not be included in this rate.

All-Inclusive, Loaded, Firm, Fixed Price - Any price or cost bid which is not subject to increase during the period specified. An all-inclusive, loaded, firm fixed price is a price which includes all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, labor, supervision, managerial support and all documents, forms, and reproductions thereof. All-inclusive, loaded, firm, fixed price may also include portal to portal expenses. Time spent in traveling to and from the work site or the employee's normal work station shall not be included in any pricing. Contractor's personnel shall not be paid for time spent commuting or traveling to the work site, or for meals, lunch, dinner or other breaks.

3.0 SCOPE OF WORK

3.1 Program Operations

3.1.1 The Automated Child Support Enforcement System (ACSES), maintained by the Office of Information Technology (OIT) in the State of New Jersey, will send a daily electronic file to the contractor, as specified in Attachment I (page 46), on each ACSES case in which an or medical support is entered and the employer is known or the noncustodial parent is self-employed, with the exception of those cases in which a court or administrative order stipulates alternative health care coverage to the custodial parent's employment based coverage. Using the information contained in the electronic file, the contractor will be responsible for generating and sending an NMSN for each of the cases. The contractor shall also be responsible for tracking the cases for which an NMSN was sent and for receiving completed Parts A and B of the NMSN and insurance cards from employers and health care providers. An average of 600 Income Withholding Notices to employers are generated from ACSES daily

The contractor must set-up and maintain the NMSN Operations Center in New Jersey within a 10-mile radius of the OCSPP's Office in Mercerville, New Jersey. The imaging center shall be collocated with the processing center.

As part of this contract, the contractor must work in a cooperative relationship with the IV-D Agency and take the necessary steps to assist in any outreach and compliance actions regarding medical coverage, as directed by the State Contract Manager.

The contractor must comply with all parameters established in this scope of work and with those listed in Attachment III (page 49).

3.1.2 The contractor shall develop procedures in accordance with federal timeframes, to be approved by the State Contract Manager, for tracking and monitoring all actions on an NMSN.

3.1.3 The contractor shall develop procedures, to be approved by the State Contract Manager, for sending the NMSN, processing the NMSNs including logging NMSNs sent and received, inputting the information contained on the NMSNs to create a file to be transferred to the Automated Child Support Enforcement System and the Division of Medical Assistance and Health Services (DMAHS) on a daily basis as outlined in Attachment II.

This daily file transfer shall be sent via a secure file transfer protocol that meets federal guidelines and the standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Administrative Simplification requirements. Information on the HIPAA and HIPAA Simplification requirements can be found on-line at <http://hcfa.gov/hipaa/hipaahm.htm> and <http://aspe.os.dhhs.gov/admsimp>.

The contractor shall incur all costs for this secure daily file transfer.

3.1.4 The contractor shall maintain a State Certified Imaging Center in compliance with N.J.A.C. 15:3-4 and N.J.A.C. 15:3-5 and shall image all completed Parts A and B of the NMSN received. This information and the system software shall become the exclusive property of State. The contractor shall provide a copy of the imaged NMSN to a requesting IV-D entity via fax within one business day of receiving a request for such. (Price line #2)

3.1.5 The contractor shall develop an electronic system to capture information identifying major employers and their insurance options. The information and the system software shall become the exclusive property of the State IV-D Agency. (Price line #3)

3.1.6 The contractor shall generate reports whether routine or ad hoc, at no additional cost, to be provided to the State Agency as described in Section 3.2.10 of this RFP

3.1.7 The contractor shall provide customer service to the employers as well as the custodial and noncustodial parents with respect to information or any questions they may have regarding completion of the NMSN or the process.

The contractor shall maintain a toll-free number.

The contractor shall accommodate individuals that speak foreign language specified in the bid proposal submitted and accepted by the State. (see 4.4.2).

Telephone calls received Monday through Friday between the hours of 8 a.m. to 8 p.m. shall be responded to immediately by an available contractor staff person. If all telephone lines are occupied with staff assisting customers, voicemail shall be available for customers to leave a message. All voice mail messages shall be responded to the next business day.

Between the hours of 8 p.m. and 8 a.m. voicemail or an answering service shall be available for callers to leave messages. After hours calls shall be responded to by the next business day.

The contractor shall respond to weekend calls received from 8 p.m. on Friday to 8 a.m. on Monday, or in the case of a holiday, the first business day after the holiday. The contractor shall observe State holidays.

For those cases in which the person seeking information is unable to call contractor personnel Monday through Friday from 8 a.m. to 8 p.m., arrangements shall be made to respond to those calls after hours. An example of this situation is a case where the custodial parent requires assistance choosing from several health coverage options but cannot call the NMSN Office during normal business hours to discuss the choices because she/he is working.

The contractor must staff the call center in a manner to assure that there is a maximum 2-minute speed of answer time for all calls waiting. Based on experience of an NMSN call center with a similar number of Income Withholding Statements, there is a potential for an

average of 6,000 calls per week.

Instructions on submission of the NMSN and other written informational material shall be mailed out first class within one business day of the customer's request.

3.2 Processing the NMSN

3.2.1 The contractor shall receive a daily electronic transfer, from ACSES, of information on all cases in which an NMSN must be sent. Cases in which domestic violence is an issue shall be identified on the file.

The file layout for the file transfer from ACSES to the contractor is contained in Attachment I.

The contractor shall track all cases in which an NMSN is sent to ensure federally mandated timeframes, as delineated in 45 C.F.R. 303.32, are met.

If information on a case is not received from an employer by the 75th day after the NMSN is sent to the employer, the contractor shall contact the employer to determine status.

If after contacting the employer, it is determined that the employer is uncooperative and the information is not forthcoming, the contractor must take the necessary steps as agreed upon with the State Contract Manager to inform the Title IV-D agency so that enforcement can be initiated.

The contractor shall develop and maintain a method of documenting all contacts with employers, custodial and noncustodial parents and the outcome of the contacts.

3.2.2 Upon receiving a completed Notice to Withhold for Health Care Coverage Part A or Medical Support Notice to the Plan Administrator Part B of the NMSN, the contractor shall date stamp the document on the date received and follow log-in procedures to verify that the document was received.

3.2.3 Within one business day of receipt of a completed Part A from the employer, the contractor shall review the form for completeness and input the appropriate information to a database to create a file to be transferred to ACSES that will update ACSES identifying that medical support is not available and the reason it is not available.

Within one business day of receipt of a completed Part A, the contractor shall notify the custodial parent, via telephone, that medical coverage is not available and discuss FamilyCare enrollment.

Upon initial contact with the custodial parent or when necessary, with the noncustodial parent, the contractor shall explain that he is a contractor employee acting as a representative of the New Jersey Child Support Program but not an employee of the State. He shall explain

that he is telephoning the parent to discuss the court ordered medical insurance coverage of his/her child.

The contractor shall have the capability to communicate with individuals that speak foreign languages in accordance with the plan r in section 4.4.2.

If the custodial parent is interested in applying for FamilyCare, the contractor shall mail the custodial parent an enrollment packet within one business day of expressing such interest.

Within 5 business days of mailing, the contractor shall follow-up, via telephone, with those custodial parents to whom a FamilyCare enrollment packet was mailed to ensure that enrollment was completed and to assist with the application when necessary.

The contractor shall develop and maintain a method of documenting all contacts with employers, custodial and noncustodial parents and the outcome of the contacts.

The contractor shall forward insurance cards and any other applicable plan information to the custodial parent within one business day of receiving such.

3.2.4 Within one business day of receipt of a completed Part B and insurance cards from the employer, the contractor shall review the form for completeness and input the appropriate information to a database to create a file to be transferred to ACSES. Database updates shall automatically generate appropriate tracking messages in order to maintain a chronological history on the case.

The contractor shall forward the insurance cards and any other applicable plan information to the custodial parent.

Upon receiving a completed Part B, in which it is indicated that more than one health coverage option is available under the employer's health care plan, the contractor shall follow procedures, as approved by the State Contract Manager, to include the following:

- Contact the custodial parent within one business day of receipt of the completed Part B to discuss plan options
- Assist the custodial parent in choosing a plan which best serves the needs of the child
- Within 20 business days after the date that the Part B response indicating more than one healthcare option was received, contact the Plan Administrator providing the plan coverage option in which the child should be enrolled
- When options do not meet the child's needs or are not available at reasonable cost, FamilyCare shall be considered as another option and the contractor shall mail a FamilyCare enrollment packet to all interested custodial parents.
- A method of documenting contact with custodial parent and outcome of each contact.
- Within one business day of determining enrollment in a plan, input the medical information to a database and create a file to be transferred to ACSES

Upon receiving a completed Part B that indicates the participant is subject to a waiting period, the contractor shall develop a procedure to track the case and follow-up on the date indicated as the end of the waiting period.

3.2.5 Within one business day of receipt of a Part A or Part B that is determined incomplete by the contractor after review, the contractor shall contact the employer or plan administrator to obtain necessary information.

3.2.6 While it is not anticipated that at the onset of the project involving domestic violence will be referred to the contractor, the contractor must be willing to work with the State, at a later date, to develop a procedure for handling such cases in accordance with State confidentiality policies. If this task is undertaken the contractor will be compensated in accordance with the terms of the contract governing additional work (Pr 9)

3.2.7 As outlined in Section 3.3 of this RFP, on a daily basis, the contractor shall send an electronic file to OIT to update ACSES database and to DMAHS as specified in Attachment II.

The file layout for this electronic file is contained in Attachment II (page 48).

This daily file transfer shall be sent via a secure file transfer protocol that meets federal guidelines and the standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Administrative Simplification requirements. Information on the HIPAA and HIPAA Simplification requirements can be found on-line at <http://hcfa.gov/hipaa/hipaahm.htm> and <http://aspe.os.dhhs.gov/admsimp>.

The contractor shall incur all costs for this secure daily file transfer.

3.2.8 The contractor shall be completely responsible for the electronic imaging functions, as described in Section 3.4.

3.2.9 The contractor must maintain sufficient staff to answer questions regarding the processing of the NMSN at a minimum, Monday through Friday from 8 am to 8 p.m. This service must be provided by way of a toll free telephone number. An estimate of calls which is not binding on the State is 6,000 per week.

The contractor must have sufficient staff to assure a maximum 2-minute speed of answer time for all calls waiting.

The contractor shall ensure the capability for callers to leave a message during hours that the telephones are not staffed.

The contractor shall respond to calls received from 8 p.m. to 8 a.m. on weekdays the next business day. The contractor shall respond to weekend calls received from 8 p.m. on Friday to 8 am on Monday, the first business day after the weekend.

For those cases in which the person seeking information is unable to call contractor personnel between 8 a.m. and 8 p.m., arrangements shall be made to respond to those calls after hours. An example of this situation is a case where the custodial parent requires assistance choosing from several health coverage options but cannot call the NMSN Office to discuss the choices during normal business hours because she/he is working.

3.2.10

3.2.10.1 During the implementation phase which shall be no longer than ten weeks inclusive of the two weeks for the project plan, the contractor shall provide bi-weekly progress reports to the State Contract Manager. This report shall give the completion date for tasks and sub-tasks identified in the contract work plan.

3.2.10.2 The contractor must provide management reports by the 5th calendar day of each month. These reports include but are not limited to:

- a report regarding the number of NMSNs sent, processed and completed. The report must be sorted by case number, child's name, insurance provider and date of completion. Cases shall be identified on the report by a Domestic Violence Indicator. A Statewide summary should also be provided.
- a report listing the NMSNs received which were not completed. The report must be sorted by case number, child's name and the reason the case was not completed.
- a report identifying new employers and their insurers added to the Employer Information Database during the month.
- additional reports as agreed upon by the contractor and the State Contract Manager. Requested reports may be ad hoc or on a regular basis with no additional charges.

In addition, the contractor must have the capability of submitting reports in electronic format, paper format or on CDs along with having the ability to archive reports for historical purposes as directed by the State Contract Manager.

3.2.11 The contractor shall provide an annual summary report of the total number of NMSNs completed during the federal fiscal year (October 1 - September 30). The contractor shall provide this report to the State Contract Manager by October 15 of each year.

3.2.12 The contractor shall ensure the confidentiality of all the information released to the contractor for the purposes of operating this program.

3.3 Section II - Collecting and Maintaining Data

3.3.1 The contractor shall maintain a relational database, which shall use current technology, and be easily modifiable to accommodate future system changes/enhancements if necessary. The system shall be able to accommodate all future requirements based upon Federal and State statutes, policies and regulations.

The State currently supports ORACLE and DB2 relational database management systems (DBMS). A proposal using either of these DBMSs is preferred to another DBMS. This does not preclude the bidder from proposing another system. Bidders proposing another nonproprietary system must explain the system in detail including the cost and operational benefits of the system to the State.

During the contract period, all technical changes shall be communicated to the State prior to implementation of such changes, in writing, with sufficient time to allow the State to assess any impact to ACSES or other State sending/receiving systems.

3.3.2 The contractor shall maintain data in a relational database consistent with the file layouts in Attachments I and II. The computer database developed or modified by the contractor pursuant to this contract shall be the property of the State and shall remain the exclusive property of the State, upon completion of implementation. The State IV-D Agency shall have access to the information maintained by the contractor via personal computer and via an Internet connection.

The contractor shall maintain information in accordance with procedures approved by the State Contract Manager.

The contractor shall provide a back-up and disaster recovery plan, within 30 days of contract award, including mirrored servers but must require the information to be maintained in two separate locations. Recovery of information must be accomplished within the timeframe agreed to by the State Contract Manager.

3.3.3 Upon receipt of completed Parts A and B of the NMSN, the contractor shall date stamp the document and ensure that the electronic information is input to the computer database within one business day of receipt. The database maintained by the contractor shall be consistent with the file layouts under the Attachments I and II.

The contractor shall be provided with a list of event codes. The data base design shall allow the follow-up and other actions taken by the contractor to be recorded in the electronic case file using event codes.

The contractor shall receive an exception report, when applicable, generated by the daily input and make necessary corrections within one day.

The contractor shall send a daily file to ACSES and DMAHS containing information collected on the NMSN from employers and plan administrators as specified in Attachment II.

This daily file transfer shall be sent via a secure file transfer protocol that requires encryption and meets federal guidelines and the standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA Administrative Simplification requirements. Information on the HIPAA and HIPAA Simplification requirements can be found on-line at <http://hcfa.gov/hipaa/hipaahm.htm> and <http://aspe.os.dhhs.gov/admsimp>.

The contractor shall be responsible for all costs related to this secure file transfer.

The contractor shall ensure that the information on the database is accurately linked to the information on the imaging system for each completed NMSN.

3.3.4 Upon request, the contractor shall supply a copy of the imaged Part A or B of the NMSN to the State Contract Manager within one business day.

3.3.5 The contractor shall electronically compile information regarding major employers and their respective health insurance plans. The frequency for updating this system will be proposed in the contractor plan. This information becomes the exclusive property of the State.

3.3.6 The contractor shall ensure the confidentiality of all the information released to the contractor for the purposes of this program.

3.3.7 The contractor shall make available to the State all documents entered into the system. The State Contract Manager may request these documents on a periodic basis. The contractor is to maintain a repository of all original imaged documents in compliance with the records retention schedule specified under N.J.A.C. 10:110-20.2 and 45 C.F.R. 303.11(d).

The contractor must describe the method for the retrieval process and specify any limitations.

3.3.8 The contractor shall develop security measures that, at a minimum, comply with State security procedures. The contractor shall receive information specifying the State's security standard upon contract award.

The contractor's security plan must assure data integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The contractor must assure inquiry only access of authorized county and State users to image files, and limit such access only to authorized users. The contractor must assure inquiry only access of authorized State users to the stored data, and limit such only to authorized users.

The DFD with the approval of the State Contract Manager shall assign logon passwords to authorized State and county users.

All security procedures/operations developed by the contractor must meet federal guidelines and State approval and shall be subject to both State and federal audits.

3.3.9 The contractor shall periodically, as directed by the State Contract Manager, provide all program coding, as well as any other technical information relevant to the modification and operation of software developed by the contractor.

3.4 Electronic Imaging

3.4.1 Electronic imaging shall be used for only Parts A and B of those NMSNs that are completed.

The contractor must have the capability to image 100% of the document, including any handwritten portion.

The contractor shall maintain a State Certified Imaging Center in compliance with N.J.A.C. 15:3-4 and N.J.A.C. 15:3-5.

Information on setting up a State Certified Imaging Center is available at the following website:
<http://www.state.nj.us/state/darm/links/recman.html>.

The contractor shall be required to assist with the certification process.

The contractor shall image a completed Part A or B of the NMSN within one business day of receipt.

The contractor shall shred the original Part A or B of the NMSN 30 business days after the document has been imaged.

The contractor shall have procedures to verify that a document that has been imaged actually appears on the imaging system and is clear, readable and usable prior to shredding the original.

Upon request, the contractor shall supply a copy of the imaged Part A or B of the NMSN to an authorized requesting IV-D entity within one business day.

The contractor shall maintain a repository of all original imaged documents in compliance with the records retention schedule specified under N.J.A.C. 10:110-20.2 and 45 C.F.R. 303.11(d)."

3.4.2 The contractor shall maintain and document a production imaging processing operation that is capable of supporting at a minimum 600 NMSNs per day or 18,000 NMSNs per month. Contractors must propose an all-inclusive unit cost for processing the document. Cost per document shall include all services provided to obtain the completed NMSN as well as customer service, document processing, file transfer, imaging and data storage (Reference: Price lines 4-8).

3.4.3 The contractor must assure data integrity, proper conversion and indexing of all source materials, including verification and correction, methods of retention of imaged data, backup, security, archive and retrieval, operations support and assuring timely imaging of the NMSN, within two business days of receipt.

All security procedures developed by the contractor must meet federal guidelines and State approval.

3.4.4 The contractor shall provide procedures to the IV-D Agency for back up and disaster recovery of imaged NMSNs, including mirrored serv site.

3.4.5 The contractor must develop, document and implement a detailed plan for retention of records, destruction of records and security developed which meet federal guidelines and are approved by the State Contract Manager.

3.5 Outreach

3.5.1 The contractor shall develop an outreach plan for making employers aware of the NMSN in a manner which compliments the objectives of the IV-D Agency.

3.5.2 The contractor shall develop materials, to target employers. Such materials shall include, but are not limited to, a brochure and m include any variety of other media as agreed to by the State Contract Manager and the contractor to be effective with other tile IV-D outreach activities. Examples of other media to be used are a web page or a computer based training that explains the purpose of the NMSN and the importance of obtaining medical coverage for children.

3.5.3 The contractor shall develop and give presentations to the health provider community and other entities and organizations as identified and required by the State.

3.5.4 The contractor shall coordinate outreach activities with the State Contract Manager.

3.6 Deliverables

3.6.1 The contractor shall submit a project plan to the State Contract Manager no later than two weeks after the contract is awarded. The project plan shall include dates for completion of tasks and sub-tasks and project deliverables. The project plan shall also include an enumeration of the staff and equipment to be used. The project plan is subject to approval by the State Contract Manager.

3.6.2 Copies of supporting documentation for any database, software or other information developed under this contract shall be turned over to the State upon completion of development and in accordance with the due date on the approved contractor project plan. This shall contain program coding and technical information, including the development and operation of software, the operation of equipment and the maintenance of database programs.

3.6.3 Copies of supporting documentation of any updates to the database, software or other information shall be provided by the contractor to the State Contract Manager upon completion of development.

3.6.4 If circumstances beyond the control or in the control of the contractor result in a late delivery or implementation of the program, it is the responsibility and obligation of the contractor to make the details known immediately to the State Contract Manager and operate in compliance with sections 5.16-5.18 inclusive of this RFP. Late delivery will be determined by the schedule requested in section 4.4.2.4 and agreed to by the State Contract Manager.

3.6.5 Additionally, the contractor shall present a plan that shall rectify the delay within three (3) business days or another time frame as approved by the State Contract Manager.

3.7 Operations Turnover

Prior to the conclusion of the contract, the contractor shall provide turnover assistance to the IV-D Agency or its designated agent.

3.7.1 Contractor Responsibilities

The contractor shall periodically, as directed by the State Contract Manager, provide all program coding, as well as any other technical information relevant to the modification and operation of software developed by the contractor.

1. At least twelve (12) months prior to the end of the base contract term or any extension thereof, the contractor shall provide a Turnover Plan to the State Contract Manager. This document must propose the approach to turnover tasks and sub-tasks for turnover, schedule for turnover, documentation update procedures during turnover and the resources for the technical training of State staff including operation of equipment and maintenance to databases and programs.

2. At least eleven (11) months prior to the end of the base contract term or any extension thereof, the contractor shall furnish to the IV-D Agency an updated statement of the resources, which would be required by the IV-D Agency or its agent to take over services provided by the contractor. As part of this documentation, the contractor must identify the inventory of equipment to be turned over to the State.

3. The contractor shall include an estimate of the number, type and salary of personnel needed to provide services. The statement shall be separated by type of activity of the personnel, including, but not limited to administrative staff, equipment, office space and facilities, forms specifications and volumes, service fees (e.g. mailing costs, etc.).

4. The statement of resources requirement shall be based on the contractor's experience in provision of similar services and shall

include actual contractor resources and costs devoted to provision of these services.

5. When requested, but approximately six (6) months prior to the end of the contract or any extension thereof, the contractor shall transfer to the IV-D Agency through the State Contract Manager all updates to documentation pertaining to the operation of the center and contractor operational services.

6. When requested, but no later than five (5) months prior to the end of the contract or extension thereof, the contractor shall begin training the staff of the IV-D Agency or its designated agent in the operation of the center and contractor operational services. Such training must be completed at least two months prior to the end of the contract or any extension thereof. Such training shall include:

- Processing of the NMSN
- Inputting of information to the computer database
- Imaging NMSN
- Other manual procedures
- Policy Issues regarding the NMSN

Following turnover of operation, the contractor shall provide the IV-D Agency through the State Contract Manager, a Turnover Results Report, which shall document completion and results of each step of the Turnover Plan. The contractor shall be responsible for, and must promptly correct at no cost, any malfunctions which were caused by lack of support at turnover, as may be determined by the IV-D AGENCY. The contractor shall be responsible for and must assure, the transmission of all system elements in a format compatible to the State and any other receiving entity at the termination of the contract.

3.7.2 Responsibilities of the IV-D Agency

1. Review and approve in draft form and final the scope and format of all contractor procedures and plans including the Turnover Plan.
2. Review and approve a statement of resources needed to support the center.
3. Review and approve a Turnover Results Report that documents completion of each step of the Turnover Plan.
4. Obtain post-turnover support from the contractor in the event of problems.
5. Release final operational payment to contractor following successful turnover to the IV-D Agency or its agent.

3.8 Contractor Personnel

3.8.1 The IV-D Agency under the direction and supervision of the State Contract Manager must be afforded the opportunity to meet with all personnel the contractor plans to hire or assign to the project and has the "right of refusal."

3.8.2 The contractor awarded the project must agree to set-up and maintain the NMSN Operations Center in New Jersey, within a 10-mile radius of the IV-D Agency's Office in Hamilton, Mercer County, New Jersey.

3.8.3 The Project Director must have at minimum, a master's degree and five years experience in the management of public service programs of which at least two have been in healthcare systems or the child support system.

3.8.4 The contractor's Project Manager must have documented experience management of public service programs and demonstrate a working knowledge of child support system and the healthcare system.

3.8.5 Customer Service personnel must have documented experience working with the public.

3.9 Special Projects/Additional Work

3.9.1 Should additional work, special projects, hearings, meetings or other activities beyond the specific scope of this RFP be deemed appropriate by the Using Agency, the Using Agency will inform the contractor regarding the additional work needed and request that the contractor present the using agency with a written proposal for completing the additional work. The written request must contain a complete description of the additional tasks to be performed and the cost, if any.

3.9.2 Should additional work, special projects, hearings, meetings or other activities beyond the specific scope of this RFP be deemed appropriate by the contractor, the contractor must present to the State Contract Manager a written request to perform the additional work. The written request must contain a complete description of the additional tasks to be performed and the cost, if any. (Price Line #9)

3.9.3 The contractor shall not begin performing any additional work prior to obtaining written approval from the Director, Division of Purchase and Property and the State Contract Manager. The Using Agency must submit a written request to the Director to obtain approval for additional work.

3.10 Medical Support Review and Adjustment Pilot Program

3.10.1 New Jersey recently completed a feasibility study on the review and adjustment of medical support orders and the federal Children's Health Insurance Program (CHIP) collaboration. This study was done in a test environment however, the State plans to pilot this project to change the manner in which medical coverage information is collected, processed and utilized in the New Jersey Child Support Process for establishment and review and modification cases. Piloting this new procedure may include but is not limited to the following:

- Obtaining medical support information prior to a case going to court.
- Once information is received, reviewing medical support options and choosing the coverage that best serves the needs of the child with consideration to comprehensiveness, accessibility, stability and affordability.
- A medical support cash amount shall be calculated according to Medical Support Guidelines that shall be developed.
- The medical support cash amount shall become part of the child support order.
- The cash amount collected shall be paid to either the private health care provider with which the child is enrolled or FamilyCare for a premium when the child has public health coverage.

The contractor awarded the contract shall be expected to work with the State to develop and support a feasible process to pilot this new procedure. The State requests that the bidder provide a separate price line for the development of procedures.

3.10.2 The project will be piloted in three New Jersey counties which will last for one-year. Of the three counties in which the project will be piloted, one will consist of a child support caseload of approximately 36,000, one will consist of a child support caseload of 12,000 and one will consist of a child support caseload of 3,500. In this way, we will pilot in counties servicing large, medium and small caseloads. . A Medical Support Facilitator (MSF) will be needed on the pilot jurisdiction's child support hearing days and at other times as determined necessary by the IV-D agency. The MSF must be knowledgeable about FamilyCare and Cobra and able to discuss these and available private coverage options with the parents. The duties of the MSF shall include but not be limited to the following:

- Evaluate the child's medical support options and calculate an appropriate medical support order.
- Be available to the parents to answer questions regarding medical support and to administratively settle disputes arising out of medical expenses.
- Monitor continued eligibility and enrollment
- Communicate with providers when enrollment issues arise
- Review medical support orders for low income obligors and review lower cost options
- Follow-up on cases where coverage ceases or diminishes to ensure that the child is still receiving appropriate coverage.
- When appropriate, review Medicaid and CHIP eligibility and identify eligible recipients.

3.10.3 The plan for the operation of this process shall include an AC interface to provide tracking/monitoring information and shall require generation and tracking of system notices and follow-up contacts with noncustodial parents, custodial parents, healthcare providers and others involved in this process.

3.10.4 The contractor shall be expected to maintain statistics on the pilot project and provide it on a monthly basis. At the end of the one-year timeframe, the contractor shall analyze such information and present it to the State IV-D Agency in a report form so that the State IV-D Agency may determine the feasibility of the project being implemented statewide.

3.10.5 Pilot Program Cost Proposals

Three cost lines apply to this aspect of this contract:

Price Line 7: Development of policies and procedures in conjunction with the State Contract Manager.

Price Line 8: Operating the pilot program in three counties for a period of three months.

Price Line 11: Analysis of the experience of the pilot program.

4.0 Proposal Preparation and Submission

4.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP'S requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation

mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit seven (7) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

The proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

4.4.1 Section 1 - Forms

4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract. Such Disclosure must include all owners down to the last level of less than 10% ownership.

4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another contractor.

4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

4.4.1.4 Set Aside Contracts

This is a contract with set aside subcontracting requirements. The bidder must return the attached Subcontractor Utilization Plan Form

or, in the alternative, the bidder must address the issue of set aside subcontracting in its bid proposal. Upon contract award, the contractor shall report all payments made to all such subcontractors to the State Contract Manager.

4.4.1.5 Bid Bond

Not applicable to this procurement.

4.4.2 Section 2 - Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract.

The bidder should include details or samples of policies and procedures requested or required on the scope of work. At minimum, pr

Proposed or sample procedures for sending, processing, inputting and transferring NMSNs and related data.

A detailed description of the method of documenting all contacts with employers, custodial and noncustodial parents and the outcome of the contacts.

A detailed procedure for accommodating the person seeking information who is unable to call contractor personnel between 8 a.m. and 8 p.m.

The plan and procedures that will be used to accommodate individuals that speak foreign languages. Include a listing of all languages accommodated and the methods to be used.

Proposed methods to be used to ensure the confidentiality of all the information released to the contractor for the purposes of operating this program.

Identify the procedures including frequency for updating the Employer Health Insurance Information system .

A description of the method to be used for the retrieval of NMSNs including a description of any limitations to the procedure.

4.4.2.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully

complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this Section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's proposal will lead to successful contract completion.

4.4.2.2 Contract Management

The bidder should describe its specific plans to manage control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

4.4.2.3 Detailed Plans, Approach and Deliverables

This section of the bidder's response proposal will set forth in detail the bidder's plans and approach for completing all tasks, sub-tasks or other work elements required by the Scope of Work.

A task or other work element is defined as a discrete unit of work to be performed. Sub-tasks are defined as those detailed activities that comprise the actual performance of the task or work element. All tasks, sub-tasks and other work elements comprise the Scope of Work.

For each task, sub-task or other work element, the bidder will propose a deliverable item. A deliverable is defined as tangible evidence of work completed. Each deliverable will be cross referenced to the appropriate RFP task, sub-task or other work element.

The bidder's response will cover each task, sub-task or other work element set forth in the Scope of Work section of this RFP. The bidder will detail how the bidder intends to complete the required work. If the Scope of Work sets forth sub-tasks, or other more finely defined work elements, the bidder's response will be made at the corresponding level. The bidder's response should clearly cross reference RFP section and/or task, sub-task or other work element numbers as well as RFP page numbers.

In its bid proposal submitted in response to this RFP, the bidder should provide sufficient detailed descriptions of its plans for accomplishing all of the tasks and providing all of the deliverables requested in the scope of work. The format should be a detailed, step-by-step description of the work to be performed by the bidder. The detailed description should be organized logically to reflect the order in which the work will be performed. The sequence of work should be structured in a manner, which identifies the major tasks, subtasks or other work elements which are necessary in performing that piece of work.

The contents of the bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the required Scope of Work are realistic, attainable and appropriate and that the proposed plans will lead to successful contract completion.

4.4.2.4 Contract Schedule

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The bidder should submit a Gantt, Pert or other chart as applicable to this project.

The schedule should indicate completion and approval of the project plan within two weeks of contract initiation and startup of services with sixty days after the plan is approved.

4.4.2.5 Person-Hour and/or Labor Category Mix Proposed

The bidder should submit a comprehensive chart showing the Person-hours proposed to meet the requirements of this RFP. This chart will be designed to correlate to the tasks, sub-tasks or other work elements required by the RFP. The bidder will set forth, for each task, sub-task or other work element, the total number of person-hours, broken down by labor category, proposed to complete the contract.

4.4.2.6 Mobilization and Implementation Plan

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award.

Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of eight (8) weeks from the acceptance of the project plan by the State Contract Manager. This timetable should be designed to demonstrate how the bidder will have the contract up and operational within the eight (8) week period.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract during the ten-week startup period (This refers to two w

plan preparation and approval and eight weeks for the start up and implementation process) NOTE: The bidder should clearly identify mana supervisory or other key staff that will be assigned only during the mobilization and implementation period.

(c)The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period.

(d)The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

(e)The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

4.4.2.7 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.2.8 Proposed Software

The bidder must identify in the bid proposal, the software product(s) that it intends to use (i.e. MS Word, ORACLE, etc.) along with an explanation for the choice(s) of software. Oracle is the preferred product. If the bidder selects another software, the bidder must demonstrate that it is cost beneficial, operationally beneficial and will be compatible with State operations and manageable by State staff once the program is transitioned to the State.

4.4.2.9 Records Retention

The bidder must provide a detailed plan for records retention and the destruction of records and the security surrounding this process within the bid proposal.

The plan must meet federal guidelines and State guideline and is subject to State Contract Manager approval.

4.4.3 Section 3 - Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.3.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 Organization Chart (Contract Specific)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.3.3 Resumes

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to the successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

In the event the bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract, the bidder should include a recruitment plan for such personnel. Such recruitment plan should demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.

4.4.3.4 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or must be replaced during the contract term.

4.4.3.5 Organization Chart (Entire Firm)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

4.4.3.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence

of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.3.7 Financial Capability of the Bidder

The bidder should provide proof its financial capacity and capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable.

4.4.3.8 Subcontractor(s)

4.4.3.8.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s'): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

4.4.3.8.2 The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

4.4.3.8.3 The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

4.4.3.8.4 The bidder should provide documented experience demonstrating that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 Section 4 - Cost Proposal

The bidder must submit all requested pricing information as enumerated in section 8.0. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm for a minimum of ninety (90) days following bid opening to permit the completion of the evaluation of proposals received and the contract award process.

Each bidder should also provide a comprehensive listing of all labor categories that may be used to perform special projects or additional work according to the special projects or additional work clause of this RFP. Loaded hourly rates are to be submitted for all labor categories that the bidder anticipates may be required to perform additional work.

Failure to include a labor category along with a loaded hourly rate shall exclude that category from eligibility to perform additional

work. Each bidder may submit labor categories for additional work that are not included in the base proposal to perform the Scope of Work required by this RFP.

Each bidder may also submit any additional price or cost information that the bidder feels may be required to perform any special projects or additional work required by this RFP (see section 5.22).

Only price and costing information provided by the bidder in its original bid proposal may be used for special projects and/or additional work to be undertaken pursuant to this contract (Price Line 9).

5.0 CONTRACTUAL TERMS AND CONDITIONS

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern. In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.2 Performance Bond

Not applicable to this procurement

5.3 Business Registration

Business Registration - See Standard Terms and Conditions, Section 1.1.

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional two (2) years by mutual written consent of the contractor and the Director no one extension is one year.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and

the State to ensure a smooth and timely transition to the replacement contractor. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager. Nothing in this section is construed to alter the parameters established in section 3.8.

5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director. The parameters established in section 3.8 apply to subcontractors and subcontractor personnel.

5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the degree of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

The State shall have a perpetual, nonexclusive, paid up, irrevocable, worldwide right and license to use any proprietary software that is part of the system. The Contractor must identify any proprietary software that is part of its proposal.

With respect to intellectual property rights in Contract deliverables derived from modifications or customizations to the Contractor's or a subcontractor's pre-existing work, i.e., "derivative works", the Contractor or subcontractor shall have and retain all ownership in and to such derivative works subject to the following:

Upon written acceptance by the State of any module that the derivative work is part, the state shall be granted by the Contractor or the subcontractor having ownership in the derivative work a perpetual, nonexclusive, paid up, irrevocable, worldwide right and license to use such derivative work for any State purpose, whatsoever.

As part of the State's perpetual license, the State shall, at its sole option, receive upgrades and support free of charge.

The Contractor or subcontractor, as the case may be, is subject to an Escrow Agreement in which the Contractor or subcontractor and the State will establish an escrow with an independent agent or the State may act in its sole option as its own escrow agent, who will provide for the retention, administration, and controlled access of the original and derivative work. Any fees associated with the deposit of proprietary software with an independent agent shall be the Contractor's sole responsibility. This agreement shall be supplementary to all license agreements and shall be subject to the review and approval by the State.

Under the following circumstances, the State shall automatically be permitted access to the source code of any proprietary software and/or derivative work of the Contractors and/or subcontractors:

- Contractor/subcontractor becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; or
- Contractor/subcontractor applies for or consents to the appointment of a trustee, receiver or other custodian for Contractor, or makes a general assignment for the benefit of its creditors; or
- Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against Contractor /subcontractor, and if such case or proceeding is not commenced by Contractor/subcontractor, it is acquiesced in or remains undismissed for sixty days (60) days; or
- Contractor/subcontractor ceases to do business, and/or ceases to perform, support and maintain the licensed system, the Escrow Agreement or any other applicable agreement with Licensee or the State; or
- The Contract is terminated for any reason, prior to the normal expiration dates as are set forth in the Contract; or the portion of the Contract pertaining to the operation and maintenance is terminated for any reason; or

- The Contractor fails to pay any fee of the Escrow Agent; or
- Contractor/subcontractor takes any corporate or other action to authorize or in furtherance of any of the foregoing.

Contractor/subcontractor grants the State, their successors and assigns, an irrevocable, nonexclusive, paid-up right and license to use, execute, reproduce, display, perform, maintain, support, upgrade and modify the license system, and distribute the same internally, and to prepare derivative works based on the licensed system, exclusively for the operation of the NMSN system or what is otherwise necessary for the fulfillment of licensee's obligation under its Contract or subcontract, following the occurrence of an Event of Default. Licensee or the State may engage the services of third parties to enable their access to the benefits of the license granted herein. The provisions of the Section 5.11 shall survive the termination of this Escrow Agreement following the occurrence of an Event of Default.

The Contractor shall include this Section in its entirety as part of all subcontracts entered into in furtherance of the Contractor's obligations hereunder.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract

Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 Claims and Remedies

5.16.1 Claims

The following shall govern claims made by the contractor regarding contract award rescission, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the State relating to a final decision by the Director regarding contract award rescission, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director was improper.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17 Late Delivery

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for all damages resulting therefrom.

5.18 Retainage

The amount of retainage is noted on the RFP cover sheet. The Using Agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the Using Agency shall

review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three-(3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed, the balance of the retainage shall be released to the contractor.

5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted.

Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 The bidder's general approach and plans in meeting the requirements of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.

6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.6 The Bidder's Cost Proposal

6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 Bidder Data Sheets Bidder(s)' Capabilities, Organizational Support and Experience/Technical Proposal

Not applicable to this procurement

8.0 Price Sheet(s) and Supporting Detail

The bidder must:

Complete each line on the attached price sheet with a firm fixed price.

Provide a person hour chart as specified in Section 4.4.2.5 which includes labor classifications and hourly rates.

Provide a detailed listing of titles and hourly rates to be used for additional work (Section 5.22/Price Line # 9)

Identify the cost components of the per notice price requested in Price Lines 4-8. At minimum the cost components shall be:

NMSN Processing
Document Imaging
Other (Identify)

9.0 Exhibits/Attachments

Attachment I - Data Elements for File Lay Out From ACSES to the contractor

Attachment II - Data Elements for File Lay Out From the Contractor to ACSES

Attachment III - Performance Standards

Attachment I

Data Elements for File Lay Out From ACSES to the Contractor

Description	Length	Start Column	End Column
IV-D case number	11	1	11
Custodial Parent last name	18	12	29
CP first name	12	30	41
CP middle initial	1	42	42
CP DOB-mmddccyy	PIC X8	43	50
CP SSN	PIC X9	51	59
CP Address Line 1	23	60	82
CP Address Line 2	23	83	105
CP city	16	106	121
CP state	2	122	123
CP zip code	9	124	132
Non-Custodial last name	18	133	150
NCP first name	12	151	162
NCP middle name	1	163	163
NCP Alias last.....	18	164	181
NCP Alias first.....	12	182	193
NCP DCN	8	194	201
NCP DOB - mmddccyy	PIC X8	202	209
NCP SSN	PIC X9	210	218
NCP Address Line 1	23	219	241
NCP Address Line 2	23	242	264
NCP city	16	265	280
NCP state	2	281	282
NCP zip code	9	283	291
Employer Name	30	292	321
Employer Income Indicator	2	322	323
Employer Address Line 1	23	324	346
Employer Address Line 2	23	347	369
Employer City	16	370	385
Employer State	2	386	387
Employer Zip Code	9	388	396
Employer Verified Date	6	397	402

Federal ID Number	9	403	411
Paternity Indicator (Case PA Ind = 1 is Medicaid eligible)	1	412	412
TPL Code	1	413	413
Privacy Safeguard	PIC X2	414	415
Insurance Type	2	416	417
Issuing Agency	23	418	440
Agency Address Line 1	23	441	463
Agency Address Line 2	23	464	486
Agency City	16	487	502
Agency State	2	503	504
Agency Zip	9	505	513
Date of Support Order	6	514	519
Support Order Number	15	520	534
FIPS to Court	20	535	554
*Child last name	18	555	572
*Child first name	12	573	584
*Child middle initial	1	585	585
*Child DOB - mmddccyy	PIC X8	586	593
*Child DCN	8	594	601
*Child SSN	PIC X9	602	610

- * Multiple Occurrences (Maximum 12)
- * PIC X - If no data present, fields will be spaces.
- Frequency: Daily
- Variable Length File
- ASCII Text File
- 3480 or 3490 Cartridge or Electronic File
- PC Software: SIMPAC Version 6.0 or Higher is required

Attachment II

Data Elements for File Lay Out From the Contractor to ACSES and DMAHS

NMSN File Layout from Contractor to ACSES and DMAHS

Description	Length	Start Column	End Column
IVD case number	11	1	11
Custodial Parent last name	18	12	29
CP first name	12	30	41
CP MI	1	42	42
CP DOB-mmddccyy	PIC X8	43	50
CP SSN	PIC X9	51	59
Non-Custodial DCN	8	60	67
NCP last name	18	68	85
NCP first name	12	86	97
NCP MI	1	98	98
NCP SSN	PIC X9	99	107
New Employer Name	30	108	137
New Employer Address Line 1	23	138	160

New Employer Address Line 2	23	161	183
New Employer City	16	184	199
New Employer State	2	200	201
New Employer Zip Code	9	202	210
Employer Federal ID Number	9	211	219
*Person Covered DCN	8	220	227
*Relationship (Child or Spouse)	5	228	232
#Insurance Type	2	233	234
#NCP Co. Insurance Name (Convert from 3 digits)	30	235	264
#NCP Med Policy No.	12	265	276
#NCP Med Group No.	12	277	288
#NCP Insurance Date (mmddyy)	6	289	294
**Insurer Street Address	23	295	317
**Insurer City	16	318	333
**Insurer State	2	334	335
**Insurer Zip Code	9	336	344
**Insurer Phone	10	345	354
***Event Codes.....	3	355	357

* Multiple Occurrences (Maximum 12)

Frequency: Daily

Note: The double asterisk (**) fields must be added to the ACSES Database prior to implementation of CA094 (NMSN).

*** The contractor will be given a list of event codes that will correspond to various transactions such as employer follow-up, contact with custodial parent, etc.

#Insurance Type: 1 = Hospital; 2 = Medical; 3 = Major Medical; 4 = Prescription; 5 = Dental; 6 = Optical.

Multiple Occurrences (Maximum 6) of Insurance Type, Group No. and Insurer Address information. Insurance Types and companies can be bundled if they are the Same. This field will be expanded to 2 bytes and additional DMAHS coverage types will be added.

ATTACHMENT III

Performance Standards

On the 75th day after a NMSN is sent to an employer and no information has been received, the contractor will contact the employer

Upon receiving a NMSN, the contractor must log the form as received, screen the form for accuracy and completeness and take all follow-up activity to complete the NMSN and obtain coverage, if necessary.

Within one business day of receipt of a completed National Medical Support Notice, the contractor must input the information onto a database.

Within one business day of receipt of a National Medical Support Notice that is determined to be incomplete, the contractor will contact the employer or the plan administrator to obtain the necessary information.

On a daily basis, the contractor must send to ACSES and DMAHS an electronic file comprised of the information contained on the National Medical Support Notices received that day.

Within two business days of receipt, the contractor will image a completed NMSN.

Within 1 business day of receipt the contractor will contact the custodial parent, when a NMSN indicates that insurance is not available through the noncustodial parent's employer.

Within 1 business day of receipt the contractor will contact the custodial parent, when a NMSN indicates more than one option of health insurance is available.

Within 20 days after the date of a Part B response, the contractor will provide the plan administrator with a selection of health insurance when there is more than one option.

Within one business day of receiving an after-hours message, the contractor will respond to the call.

On the 5th of each month, the contractor will provide the Project Manager with monthly management reports.

On October 15th of each year the contractor will provide an annual summary report of the total NMSNs completed during the prior federal fiscal year.