

INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The original signed bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER 0B100817	OPENING DATE (1:00 p.m.) November 2, 2016	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ()	TOLL FREE NO. 1 - ()
		CONTACT PERSON	FAX NO. ()
REQ./INDEX NO. N/A	BID NOTICE DATE 10/19/16	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
BILL TO: DEPARTMENT ADMINISTRATIVE SERVICES HUMAN RESOURCE DIVISION, 30 EAST BROAD STREET., 27 TH FLOOR, COLUMBUS, OHIO 43215		SHIP TO: DEPARTMENT ADMINISTRATIVE SERVICES HUMAN RESOURCE DIVISION, 30 EAST BROAD STREET., 27 TH FLOOR, COLUMBUS, OHIO 43215	
DELIVERY REQUESTED F.O.B./DEST. P.P.D. _____		DELIVERY OFFERED (IF DIFFERENT) F.O.B./DEST.P.P.D. _____	
<p>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</p> <p>OAKS PEOPLESFT ACA COMPLIANCE EVALUATION</p> <p>QUANTITY AND DURATION: This Invitation to Bid, which is not a contract, is considered to be a one-time procurement offer for the product(s)/service(s) as listed herein. The successful Contractor may commence performance of the awarded contract upon receipt of an official State of Ohio Purchase Order (ADM0523/ORDE). Upon completion of the contract and upon receipt of proper invoices, payment will be provided by the ordering agency. The contract will then be considered as complete and no further purchases may be placed against the contract. With the exception of approved overrun/underrun tolerances, any deviations from the quantity listed in the awarded contract shall not be permissible nor acceptable.</p> <p>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p>INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/. Locate the "Quick Links" menu on the right, select "Bid Opportunities Search"; Step 1, enter the "Bid Number"; Step 2, click "Search"; Step 3, click the "Document/Bid Number." The "Submit Inquiry" button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q & A" button located beneath the "Submit Inquiry" button.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The original signed bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m. on the above listed opening date to receive consideration for award. It is requested that the bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

SPECIAL TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will award based on the low lot total. Low lot total will be determined by adding the cost of service (not-to-exceed) lines together to arrive at a total for all items (1-5). Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Failure to bid all items may result in the bidder being deemed not responsive.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) REQUIREMENTS. As a condition of receiving a contract from the State, the Contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and 164.504 (e) [relating to privacy] and 164.308 and 164.314 [relating to security] regarding disclosure and safeguarding of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the American Recovery and Reinvestment Act of 2009. Contractor and any subcontractor(s) will be required to enter into the attached Business Associate Agreement.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services

SPECIAL TERMS AND CONDITIONS, CONT'D

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions., Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

b) Principal location of all subcontractors (Name/City/State/Country)

c) Location where services will be performed (Name/City/State/Country)

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIFICATIONS

SUMMARY

The State of Ohio is seeking a contractor to evaluate the State Of Ohio's compliance with the federal Patient Protection and Affordable Care Act (ACA) reporting regulations related to Sections 6055, 6056 and 4980[h]{a;b;h}) which define annual medical plan eligibility and IRS reporting requirements. The measurement process and reporting programming entails approximately 53,000 employees and 70,000 dependents.

I. CONTRACTOR REQUIREMENTS

- A. Bidders shall provide evidence of 18 months experience auditing employer ACA compliance on a PeopleSoft platform and auditing employer ACA compliance on internally developed custom ACA App Engines or similar programming. Bidder must complete and return Attachment One with their bid.
- B. Bidders shall provide evidence of a minimum of 3 similar ACA compliance audits within the last 24 months (or current projects). Bidder must complete and return Attachment Two, A, B and C with their bid.
- C. Bidders shall provide evidence of 3 references where similar project was or is being conducted. Include scope of work for each reference. Bidder must complete and return Attachment Three with their bid.

Failure to return any of the forms may result in the bidder being deemed not responsive.

II. EMPLOYEE POPULATION, ELIGIBILITY AND MEASUREMENT ASSUMPTIONS

- A. Part-time temporary (TMP) employees:
 1. The state measures all TMP employees to determine eligibility based on the ACA mandated 30 hours of service rules.
 2. The state offers coverage to those TMP who average 30 or more hours at a 15/85 employee/employer cost share, respectively, which is calculated as affordable coverage based on the State wages.
- B. Part-time permanent (PTP) employees:
 1. The State offers coverage to all PTP employees per State policy and the collective bargaining agreement.
 2. The cost share for PTP are determined by the employee's average service hours using the same ACA measurement process as all other employee types.
 3. Each PTP is offered coverage at one of three employee/employer cost shares (tiers):
 - a. 30+ hours; employee pays 15%; employer pays 85%
 - b. 20-29.9 hours; employee pays 50%; employer pays 50%
 - c. <20 hours employee pays the full 100%
- C. Full Time Permanent (FTP) employees:
 1. All FTP are eligible at hire, with coverage beginning the 1st of the month following hire.
 2. The State does not measure FTP and assumes all FTP are also Full Time for ACA purposes.
 3. The State offers coverage to all FTP at a 15/85 employee/employer cost share, respectively.
- D. Measurement exclusions:
 1. FTP
 2. Contractors
 3. AmeriCorps volunteers

III. OCSEA COLLECTIVE BARGAINING AGREEMENT

- A. The rules applied above are based on the OCSEA Collective Bargaining Agreement.
- B. Exhibit One contains an excerpt from the agreement regarding the employee types and costs.

IV. DEFINITIONS

- A. ACA Measurement App Engine:
 1. The ACA Measurement App Engine is a custom process developed by the State to track and measure employee hours per the ACA defined measurement periods.
 2. Updates the PeopleSoft ACA_PER_ELIG table on an ongoing basis.
 3. Utilizes a list (ACA Accumulator Earning Codes) of payroll earnings codes determined by the State to meet ACA regulations. This list is attached as Exhibit 2.

SPECIFICATIONS, CONT'D

B. PeopleSoft ACA_PER_ELIG table:

1. The ACA_PER_ELIG table was delivered by Oracle.
2. The table is being utilized by the State to accumulate measurement data to feed the ACA reporting process.

C. ACA Measurement Periods

1. Initial Measurement Period (IMP): measures and determines ACA full-time or part-time designation (≥ 30 hours/week) for all newly hired or rehired (after a break of service greater than 13 weeks) employees over the 12 months following each new hire's hire date.
2. Standard Measurement Period (SMP): measures and determines ACA full-time or part-time designation (≥ 30 hours/week) for all existing or rehired (after a break of service less than 13 weeks) employees over a set 12 month period (May through April).
3. Concurrent measurement: dual measurement of employees as their 12 month IMP eventually aligns with the State's SMP. At this point hours are being tracked by both the IMP and SMP, until the conclusion of the IMP. ACA required Initial Stability Period (ISP) which locks in eligibility for those measuring 30 or more hours for 12 months or until the conclusion of the SMP, whichever ends last.
4. Standard Stability Period (SSP): locks in eligibility for those measuring 30 or more hours for the next plan/fiscal year.

V. REQUIREMENTS

A. Evaluate Population Being Measured:

1. Verify the current population being measured, assuming proper measurement operations, results in compliance with ACA regulations
 - a. Include consideration of potential employee status changes such as:
 - i. Transfers
 - ii. Termination and rehire, examples: FTP rehired as TMP, TMP rehired as PTP, FTP rehired as PTP
 - b. Include random Qualifying Events
2. Verify proper tracking of hours of service by pay period for all new hires, existing and rehired employees
3. Verify the non-ACA required measurement of Part-time Permanent employees is accurately assessing tiers and is not introducing risk to the core ACA measurement process

B. Evaluate ACA Measurement App Engine:

1. Test ACA Measurement App Engine to ensure it is:
 - a. Accurately, completely and consistently measuring hours of service;
 - b. Populating the ACA_PER_ELIG table with proper determination of ACA full or part-time status;
 - c. Populating the ACA_PER_ELIG table with accurate ACA stability period (date range).
2. Test measurement period processing within App Engine:
 - a. Initial Measurement Period
 - b. Standard Measurement Period
 - c. Concurrent measurement (IMP & SMP)
 - d. Standard Stability Period
3. Verify break in service measurement requirements capture employees hired, rehired or averaging < 30 hours/week and required under the ACA, if applicable.

C. Evaluate reporting processes for 1094-C and 1095-C

1. Verify accuracy of data flowing to reports.
2. Verify all 3 sections of form 1095-C are populating properly per ACA regulations.
3. Verify 1095-C, Line 14 Offer of Coverage coding tables are accurately processing based on:
 - a. Employee ACA accumulator hours,
 - b. Hire dates,
 - c. Breaks in service,
 - d. Term dates, and
 - e. Rehire dates.

SPECIFICATIONS, CONT'D

4. Verify 1095-C, Line 16 4980H Safe Harbor coding tables are accurately processing based on:
 - a. Employee status,
 - b. ACA accumulator hours,
 - c. Hire dates,
 - d. Breaks in service,
 - e. Term dates, and
 - f. Rehire dates.
5. Verify dependent information and months of coverage is accurate for both active and COBRA population.
6. Verify 1094-C reporting table is producing accurate data for filing

D. Evaluate OCSEA Collective Bargaining Unit Agreement vs. ACA Measurement App Engine:

1. Test ACA Measurement App Engine to ensure it is:
 - a. Accurately, completely and consistently measuring hours of service for PTP employees;
 - b. Populating the appropriate cost share tiers for part-time employees;
 - c. Test measurement period processing within App Engine.
2. Verify break in service measurement requirements capture employees hired, rehired or averaging <30 hours/week required under the State's eligibility and break in service rules.

VI. FINAL REPORT

- A. Issue final, detailed report with findings and any recommendations to the State based on results of testing, evaluation and validation. The report should include, at a minimum, responses on the following:
 1. Employee population measured
 2. ACA Measurement App Engine
 3. ACA_PER_ELIG table
 4. ACA Measurement App Engine and ACA_PER_ELIG table interaction with the delivered PeopleSoft ACA reporting.
 5. Any recommended alternative systems, processes, modules or bolt on solutions.
 6. Practicality and feasibility of reverting to PeopleSoft delivered functionality.

PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

REQUIREMENTS	ESTIMATED HOURS TO COMPLETE WORK	COST OF SERVICE (Not-To-Exceed)
1. EVALUATE POPLULATION BEING MEASURED		
2. EVALUATE ACA MEASUREMENT APP ENGINE		
3. EVALUATE REPORTING PRECESSES FOR 1094-C AND 1095-C		
4. EVALUATE OCSEA COLLECTIVE BARGAINING UNIT AGREEMENT VS. ACA MEASUREMENT APP ENGINE		
5. FINAL REPORT		
LOT TOTAL (ITEMS 1-5)		

ATTACHMENT ONE
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT TWO A
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>Bidders shall provide evidence of a minimum of 3 similar ACA compliance audits within the last 24 months (or current projects). Attachment Two A, B, and C must be filled out completely for each of the three (3) projects provided. The Bidder must use these forms and fill them out completely to provide the requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Bid.</p>		

ATTACHMENT TWO B
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>Bidders shall provide evidence of a minimum of 3 similar ACA compliance audits within the last 24 months (or current projects). Attachment Two A, B, and C must be filled out completely for each of the three (3) projects provided. The Bidder must use these forms and fill them out completely to provide the requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Bid.</p>		

ATTACHMENT TWO C
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>Bidders shall provide evidence of a minimum of 3 similar ACA compliance audits within the last 24 months (or current projects). Attachment Two A, B, and C must be filled out completely for each of the three (3) projects provided. The Bidder must use these forms and fill them out completely to provide the requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Bid.</p>		

ATTACHMENT THREE
OFFEROR REFERENCES

Three (3) professional references who have received services from the Bidder in the past five (5) years

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Bidder's role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Bidder's role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number:	
		E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)	
Description of project size, complexity and the Bidder's role in this project.			

ATTACHMENT FOUR
COST REFERENCES

EMPLOYEE COSTS:

A. Employees will pay fifteen percent (15%) of the health care premium and the Employer will pay eighty-five percent (85%) of the health care premium; however, for any alternative plans offered pursuant to Section 20.04 (A), the employees' premium share will be determined by the Director of DAS, but will not exceed fifteen percent (15%) of the premium. Employees who include a spouse as a dependent for healthcare coverage shall pay a surcharge of twelve dollars and fifty cents (\$12.50) per month in addition to the family premium. The State will deduct the employee's monthly share of the health care premium twice a month or biweekly as determined by the Employer.

B. The Employer's premium share of eighty-five (85%) shall be paid only on behalf of the following employees: 1. Full-time employees. 2. Part-time employees who are in active pay status an average of thirty (30) or more hours a week averaged over a 12-month measurement period or otherwise in accordance with the employer responsibility provisions of the Patient Protection and Affordable Care Act (PPACA); (including established-term appointments (ETAs) employees (unless modified by Agency Specific Agreement) according to the schedule in 20.05 (C), provided that all part-time employees who were grandfathered under the provisions of the previous Agreements shall continue to have premiums paid pursuant to those provisions as long as the employee remains in the same appointment category).

C. The Employer's premium share for all other eligible part-time employees shall be paid as follows: 1. The Employer shall pay no share of the premium for part-time employees who are in active pay status an average of less than twenty (20) hours a week. However, such employees shall have the option of self-paying the entire health plan premium. 2. The Employer shall pay fifty percent (50%) of the premium for part-time employees who are in active pay status an average of twenty (20) hours or more a week but less than thirty (30) hours a week averaged over a 12-month measurement period. Average hours in active pay status shall be calculated on a 12-month measurement period. Pursuant to the PPACA, the measurement period and hours required to qualify for full-time health insurance shall be adjusted for employees who work on a school-year calendar. For newly hired part-time employees, estimated scheduled hours shall determine the Employer contribution toward the premium cost for the first twelve (12) months of coverage. Employees subject to the pro-rated Employer health plan premium share under this subsection shall be advised in writing regarding the amount of the Employer's share which applies to them. Employer payments for premium costs under this Article shall continue during unpaid family leaves granted pursuant to Section 31.01, provided the employee continues to contribute his/her share of the premium. The parties reserve the right to amend this Section mid-term if the thirty-hour threshold under the Patient Protection and Affordable Care Act is amended.

ATTACHMENT FIVE
ACCUMULATOR EARNING CODES

[Click Here to View ACA Accumulator Earning Codes](#)