REQUEST FOR PROPOSALS

RFP NUMBER: CSP900621
INDEX NUMBER: DAS077
UNSPSC CATEGORY: 80101500, 84131610

The State of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Human Resources Division (HRD), Benefits Administration Services (BAS), of the Department of Administrative Services (DAS), is requesting proposals for:

HEALTH CARE (HCSA), DEPENDENT CARE (DCSA) AND LIMITED PURPOSE (LPSA) FLEXIBLE SPENDING ACCOUNTS AND COMMUTER CHOICE PROGRAM ADMINISTRATION FOR STATE OF OHIO EMPLOYEES

RFP ISSUED: February 4, 2020
INQUIRY PERIOD BEGINS: February 4, 2020
INQUIRY PERIOD ENDS: February 25, 2020 at 8:00 a.m.
ELECTRONIC WEB RESPONSE DUE DATE: March 3, 2020 by 1:00 p.m.
PROPOSAL HARD COPY DUE DATE: March 4, 2020 by 1:00 p.m.

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Department of Administrative Services
Office of Procurement Services
ATTN: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

PROPOSAL TECHNOLOGIES NETWORK (PROPOSAL TECH) ELECTRONIC WEB-SITE:

Begin registration at: https://www.proposaltech.com/home/app.php/register

Registration Code: OHFSACY21

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. Proprietary information should not be included in a proposal or supporting materials because the state will have the right to use any materials or ideas submitted in any proposal without compensation to the offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).
SECTION I – RFP OVERVIEW

PURPOSE. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of DAS, Human Resources Division (HRD), Benefits Administration Services (BAS) (the Agency), is soliciting competitive sealed proposals (Proposals) for the administration of the Health Care (HCSA), Dependent Care (DCSA) and Limited Purpose (LPSA) Flexible Spending Accounts as well as the Commuter Choice Program and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the State of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

If awarded, the State will award to a single, qualified Contractor the administration of the Health Care (HCSA), Dependent Care (DCSA) and Limited Purpose (LPSA) Flexible Spending Accounts as well as the Commuter Choice Program.

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

Once awarded, the term of the Contract will be from the award date through 12/31/23. The State may solely renew this Contract at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed three (3) years and are subject to and contingent upon the decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in DAS refusing to consider the Proposal of the Offeror.

BACKGROUND.
The State currently has approximately 51,300 employees who are eligible to participate in the Flexible Spending Accounts (FSA) (HCSA, LPSA & DCSA) and Commuter Choice Programs. It is important to note that the state of Ohio is exempt from Employee Retirement Income Security Act of 1974 (ERISA).

Since January 1, 2005, the State has offered its employees a Health Care Spending Account (HCSA), which is currently being administered by a Third-Party Administrator (TPA). The annual employee contribution cap is $2500 for calendar year 2019 and a debit card is provided to each participant. An annual run out period is permitted at the end of the calendar year or upon termination, but a grace period has not been implemented. Should the decision be made to implement a grace period, claims will be administered as directed by the State.

For Plan Year 2019, approximately 9,500 employees participated in the Flexible Spending Account program with contributions total of approximately $12.8M. The current HCSA program requires a monthly administrative fee, which is fully paid for by the state of Ohio. A summary of the current benefit plan can be reviewed in Supplement One and additional information may be obtained by visiting the state of Ohio Web site at http://das.ohio.gov/FlexibleSpendingAccount. There is currently no minimum dollar reimbursement amount when using the debit card but a $25 minimum when a paper check is issued.

As of January 1, 2020, the State introduced a Limited Purpose Spending Account (LPSA), which is administered by a TPA. Currently, 30 employees are enrolled. The annual employee contribution cap is $2,500 for calendar year 2020. An annual run out period is permitted at the end of the calendar year or upon termination, but a grace period has not been implemented.

In addition, the State offers its employees a Dependent Care Spending Account (DCSA) currently being administered by a TPA. Approximately 1,000 employees participate in a DCSA with a contribution total of approximately $4M. Approximately 90% of the participants receive reimbursement by direct deposit. The 2018 DCSA reimbursement total was $2,554,901. The administrative fee for DCSA participants is also paid for by the state of Ohio.

A summary of the current benefit plan can be reviewed by visiting the State’s web site at http://das.ohio.gov/FlexibleSpendingAccount.

The State of Ohio payroll and benefits system is a PeopleSoft based system with which the contractor’s software must be compatible. The State currently offers benefits through the following plans:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Current Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ohio Med PPO</td>
<td>Anthem</td>
</tr>
<tr>
<td>Ohio Med HDHP</td>
<td>Medical Mutual of Ohio</td>
</tr>
<tr>
<td></td>
<td>Anthem</td>
</tr>
</tbody>
</table>
The State of Ohio requires a data feed communication between the State's current health plan Contractors and the HCSA/LPSA/DCSA Contractor for the auto adjudication of claims.

Lastly, the federal Transportation Equity Act for the 21st Century (TEA-21) was signed into law on June 9, 1998, allowing pretax income to be used for the purchase of qualified parking on or near a work location at which the employee performs services for the employer along with the TEA 21 Restoration Act, which provided technical corrections to the original law. The Federal Transit Administration called the initiative “Commuter Choice.” Information about the legislation can be found on the US Department of Transportation web site: https://www.fhwa.dot.gov/tea21/index.htm.

While most private sector employers are able to fund the administrative cost of Commuter Choice programs by using payroll withholding savings (Social Security, Medicare, Unemployment Tax, etc.), the state of Ohio does not do so. Consequently, in order to fund the administrative cost, state employees must pay the cost from monies saved through reduced tax obligations.

The State of Ohio has approximately 51,300 employees who are eligible to participate in the Commuter Choice Programs throughout all 88 Ohio counties. Of those employees, there are approximately 350 enrolled in the transit program and 2,500 enrolled in the parking program.

The scope of work for the Project is provided in Section V of this RFP. This section only gives a summary of that work. If there is any inconsistency between this summary and the section's description of the Work, the section will govern.

OBJECTIVES.
The State is seeking a TPA to provide administration of the pre-tax Health Care Savings Account, Limited Purpose Savings Account, Dependent Care Spending Accounts and Commuter Choice parking benefit programs.
CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. DAS may change this schedule at any time. If DAS changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, DAS will make scheduled changes through the RFP addendum process. DAS will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective Offeror’s responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:
RFP Issued: February 4, 2020
Inquiry Period Begins: February 4, 2020
Inquiry Period Ends: February 25, 2020, by 8:00 a.m.
Electronic Web Response Due Date: March 3, 2020, by 1:00 p.m.
Proposal Hard Copy Due Date: March 4, 2020, by 1:00 p.m.

Estimated Dates
Contract Award Notification: TBD

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

Electronic and Hard Copy proposals received after 1:00 p.m. on the due date will not be evaluated.

STRUCTURE OF THIS RFP. This RFP is organized into five parts. An overview of each part is provided below.

PART 1: RFP DOCUMENT. This section provides detailed instructions to the Offerors on the requirements for responding to the RFP; it also summarizes the RFP’s objectives, project scope of work and timetable for completing this process.
Section I – RFP Overview
Section II – General Instructions
Section III – Evaluation of Proposals
Section IV – Award of the Contract
Section V – Scope of Work Requirements

PART 2: SUPPLEMENTS (REFERENCE DOCUMENTS). Informational reference documents defining specific requirements.
One – General Terms and Conditions
Two – Special Terms and Conditions
Three – Financial and Banking Requirements
Four – Data Requirements
Five – File Layout

PART 3: ATTACHMENTS. Requirements to be completed and returned by the Offeror with their proposal submission.
One – Requirements for Offeror Proposals
Two – Contract
Three – Performance Form
Four – Business Associate Agreement (BAA)
Five – State IT Policy, Standard and Service Requirements
Six – State Information Security and Privacy Requirements

PART 4: QUESTIONNAIRE. This section contains questions pertaining to each of the evaluated categories. Offerors must respond to each question and, where applicable, include documentation with their proposal that supports the response provided. Offerors should respond clearly and completely to all requirements. All responses to the questionnaire(s) must be submitted in the designated question. Responses outside of the question may not be considered for evaluation. Offerors should address and definitively describe, in as much detail as possible, the individual roles and obligations of the Contractor, and of any applicable subcontractors, to ensure that the State will be satisfied with eventual outcomes in each of the areas of responsibility represented in this RFP.

PART 5 COST PROPOSAL. Offeror must complete the pricing models provided in Proposal Tech by the Proposal Electronic Due Date. The Offeror is prohibited from quoting fees which include commissions, overrides, or finder’s fees. The submission of the pricing models will constitute the Offeror’s Cost Proposal(s).
SECTION II: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

CONTACTS. The following person will represent DAS:

Mackenzie Nickell
Ohio Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

During the performance of the Work, a State representative (the “Agency Project Representative”) will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

2. From the Quick Links Menu on the right, select “Bid Opportunities Search”.
3. In the “Document/Bid Number” field, enter the RFP number found on the first page of this RFP.
4. Click “Search” button.
5. On the Procurement Opportunity Search Results page, click the hyperlinked Document Number.
6. On the Procurement Opportunity Search Details page, click on the blue box with the words “Submit Inquiry”.
7. On the Opportunity Document Inquiry page, complete the required “Personal Information” section by providing:
   a. First and last name of the prospective Offeror’s representative who is responsible for the inquiry.
   b. Representative’s business phone number.
   c. Representative’s company name.
   d. Representative’s e-mail address.
8. Type the inquiry in the space provided including:
   a. Reference the relevant part of this RFP.
   b. The heading for the provision under question.
   c. The page number of the RFP where the provision can be found.
9. Enter the Confirmation Number at the bottom of the page.
10. Click the “Submit” button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

2. From the “Quick Links” menu on the right, select “Bid Opportunities Search”.
3. In the “Document/Bid Number” field, enter the RFP number found on the first page of this RFP.
4. Click the “Search” button.
5. On the Procurement Opportunity Search Detail page, click on the blue box with the words “View Q and A”.
6. All inquiries with responses submitted to date are viewable.

DAS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process.
DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

PROTESTS. Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual offeror objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:
   a. The name, address, and telephone number of the protester;
   b. The name and number of the RFP being protested;
   c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
   d. A request for a ruling by DAS;
   e. A statement as to the form of relief requested from DAS; and
   f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.

2. A timely protest will be considered by DAS, on behalf of the agency, if it is received by the DAS Office of Procurement Services (OPS) within the following periods:
   a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
   b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror’s proposal.

3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.

4. All protests must be filed at the following location:

   Department of Administrative Services
   Office of Procurement Services
   4200 Surface Road
   Columbus, OH 43228-1395

   SUBJECT: CSP900621 DAS077

   This protest language only pertains to this RFP offering.

ADDENDA TO THE RFP. If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

2. From the “Quick Links menu on the right, select “Bid Opportunities Search”.
3. In the “Document/Bid Number” field, enter the RFP number found on the first page of this RFP.
4. Click the “Search” button.
5. On the Procurement Opportunity Search Results page, click the hyperlinked Document Number.
6. On the Procurement Opportunity Search Detail page, under “Associated PDF Files”, links to one or more Addendums, will be displayed. Click on the addenda hyperlink to view.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals.
This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror’s Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror’s Proposal.

PROPOSAL SUBMITTAL.  This RFP submission process requires an electronic web response submission, a hard copy submission and a CD submission.

ELECTRONIC WEB RESPONSE ONLINE PROPOSAL TECH SUBMISSION.

The electronic submission is being conducted via the Internet using the Proposal Technologies Network, Inc. (Proposal Tech) application (https://www.proposaltech.com/home/app.php/register). Instructions, username, password, and optional training information will be e-mailed to the Offeror upon registration. For any organization that may be unfamiliar with this Web-based tool, Proposal Tech representatives will schedule training sessions at the Offeror’s convenience. In addition, the Offeror may view an online training demonstration of the system and its functionality. This demonstration lasts approximately five minutes and will improve the Offeror’s understanding of the system’s functionality. Click the link to view the flash demonstration for further information: http://www.proposaltech.com/help/docs/response_training_798x599.htm

A. During the solicitation advertisement period technical questions related to the Proposal Tech system should be directed to the Proposal Tech customer service team via e-mail to support@proposaltech.com.
B. During the solicitation advertisement period all questions related to the RFP content should be directed to the State of Ohio Procurement office through the inquiries process outlined above.

Offerors are required to complete their electronic RFP submission online through the Proposal Tech online procurement tool. Offeror responses must be completed in the tool and submitted prior to the Electronic Web Response Proposal Due Date and time noted. Sign-on instructions and a welcome memo will be sent to the registered Offerors.

Proposal (CD) and Hard Copy Submission to DAS.

Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Technical Proposal and Cost Proposal) in separate sealed envelopes/packages.

The Technical Proposal package must be clearly marked “CSP900621 RFP – Technical Proposal” on the outside of each Technical Proposal package’s envelope. The Cost Proposal package must be clearly marked “CSP900621 RFP – Cost Proposal” on the outside of each Cost Proposal package’s envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and one (1) CD copy, of the Offeror’s complete proposal.

The Proposal (CD) and Hard Copy submission must contain the final documents submitted on the Proposal Tech website, each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment One of this RFP.

The Proposal (CD) must be on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered.

If an Offeror includes in its proposal confidential, proprietary, or trade secret information, it must also submit a complete redacted version of its Technical Proposal in accordance with Confidential, Proprietary or Trade Secret Information that follows. Offerors shall only redact (black out) language that is exempt from disclosure pursuant to Ohio Public Records Act. Offerors must also submit an itemized list of each redaction with the corresponding statutory exemption from disclosure. The redacted version must be submitted as a paper copy as well as an electronic copy on CD ROM in a searchable PDF format. The redacted version, as submitted, will be available for inspection and released in response to public records requests. If a redacted version is not submitted, the original submission of the proposal will be provided in response to public records requests.
Proposals must be submitted to:

Department of Administrative Services  
Office of Procurement Services - Bid Desk  
4200 Surface Road  
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. DAS will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. DAS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

DAS may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror’s Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION. DAS procures goods and services through a RFP in a transparent manner and in accordance with the laws of the State of Ohio. All proposals provided to DAS in response to this RFP become records of DAS and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law.

Unless specifically requested by the State, an Offeror should not voluntarily provide to DAS any information that the Offeror claims as confidential, proprietary or trade secret and exempt from disclosure under the Ohio Revised Code or another provision of law. Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State’s option. Confidential, proprietary or trade secret information should not be voluntarily included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the State requests from the Offeror, or if the Offeror chooses to include, information it deems confidential, proprietary, or trade secret information, the Offeror may so designate such information as “CONFIDENTIAL” by redacting only that information that is exempt from disclosure under the Ohio Revised Code or another provision of law and must provide a list of the redactions stating the specific statutory exemption for each redaction. The Offeror must clearly designate the part of the proposal that contains confidential, proprietary or trade secret information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its proposal in both electronic and paper (hard) format. Both electronic and paper (hard) copies shall be clearly identified as either “ORIGINAL COPY” or “REDACTED COPY”. Failure to properly redact and clearly identify all copies will result in the State treating all information in the original proposal as a public record.

DAS may review the claimed confidential, proprietary or trade secret information to determine whether the redaction is proper. The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary does not meet a statutory exception to disclosure, DAS will inform the Offeror, in writing, of the information DAS does not consider confidential.

Upon receipt of DAS’ determination that all or some portion of the Offeror’s designated information will not be treated as exempt from disclosure, the Offeror may exercise the following options:

1. Withdraw the Offeror’s entire Proposal (prior to award only);
2. Request that DAS evaluate the Proposal without the redacted information (prior to award only); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information.

In submitting a proposal, each Offeror agrees that DAS may reveal confidential, proprietary and trade secret information contained in the proposal to DAS staff and to the staff of other state agencies, any outside consultant or other third parties who serve on an evaluation committee or who are assisting DAS in development of specifications or the evaluation of proposals. The
State shall require said individuals to protect the confidentiality of any specifically identified confidential, proprietary or trade secret information obtained as a result of their participation in the evaluation.

Finally, if information submitted in the Proposal is not marked as confidential, proprietary or trade secret, it will be determined that the Offeror waived any right to assert such confidentiality and the entire Proposal shall be deemed a public record.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for the required retention period. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS will only do so if it believes that it is in the State’s interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment One of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP’s requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal’s contents and formatting are contained in an attachment to this RFP.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.
SECTION III: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.

2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.

3. Proposal Evaluation. The DAS procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The evaluation committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The evaluation committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the evaluation committee will first decide how to incorporate the results in the scoring of the Proposals. The evaluation committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of DAS, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

DAS will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State’s best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror’s proposal being disqualified.

5. Interviews, Demonstrations, and Presentations. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal’s content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, and interviews. The top Offerors may be requested to present an oral presentation of their proposed Work Plan to the evaluation committee.

6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.

   a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror’s Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

   b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, DAS may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.
c. **Negotiation with Other Offerors.** If DAS decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror’s price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

d. **Post Negotiation.** Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

DAS generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror’s Proposal. If negotiations fail with the preferred Offeror, DAS may negotiate with the next Offeror in ranking. Alternatively, DAS may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror’s Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror’s Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS’ acceptance. The negotiated changes to the successful offer will become a part of the Contract.

e. **Failure to Negotiate.** If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS may terminate negotiations with that Offeror and collect on the Offeror’s proposal bond, if a proposal bond was required in order to respond to this RFP.

7. **Best and Final Offer.** If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror’s previous Proposal will be considered the Offeror’s best and final proposal.

8. **Determination of Responsibility.** DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS’ determination of an Offeror’s responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror’s Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.

9. **Reference Checks.** DAS may conduct reference checks to verify and validate the Offeror’s or proposed candidate’s past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror’s previous contract performance including, but not limited, to its performance with other local, state, and federal entities. DAS reserves the right to check references other than those provided in the Offeror’s Proposal. DAS may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.
10. Financial Ability. Part of the Proposal evaluation criteria is the qualifications of the Offeror which may include, as a component, the Offeror’s financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, the State may still request that an Offeror submit audited financial statements for up to the past three (3) years if the State is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror’s financial ability, if requested, the State will review the documentation provided by the Offeror to determine if the Offeror’s financial position is adequate or inadequate. If the State believes the Offeror’s financial ability is not adequate, the State may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. The following Table 1 contains an item that is considered a minimum requirement for this RFP.

Determining the Offeror’s ability to meet the minimum requirements is the first step of the DAS evaluation process. The Offeror must demonstrate, to DAS, it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror’s response to the minimum requirements must be clearly labeled “Mandatory Requirements” and collectively contained in Tab 1 of the Offeror’s Proposal in the “Cover Letter and Mandatory Requirements” section. (Refer to Attachment One of the RFP document for additional instructions.) The same response must also be provided in the RFP questionnaire.

DAS will evaluate the Offeror’s documentation submitted in its Cover Letter and Mandatory Requirements section, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Cover Letter and Mandatory Requirements section does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS and DAS may not evaluate any other portion of the Proposal.

**TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS**

<table>
<thead>
<tr>
<th>Mandatory Requirements</th>
<th>Accept</th>
<th>Reject</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Offeror must agree to put premium at risk based on performance guarantees to be</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>finalized with the State prior to the Contract award date.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If the State receives no Proposals meeting all of the Mandatory Requirements, the State may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA. If the Offeror provides sufficient information to DAS, in Tab 1, of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror’s Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, the evaluation committee rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The maximum available points allowed in this RFP are distributed as indicated in Table 2 - Scoring Breakdown.

**TABLE 2 - SCORING BREAKDOWN**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Technical Requirements</td>
<td>600 Points</td>
</tr>
<tr>
<td>Proposal Cost</td>
<td>300 Points</td>
</tr>
<tr>
<td>Finalist Interview (the selected finalists only)</td>
<td>75 Points</td>
</tr>
<tr>
<td>Maximum Available Points</td>
<td>975 Points</td>
</tr>
</tbody>
</table>

DAS will apply the Veterans Friendly Business Enterprise preference as required by ORC 9.318 and OAC 123:5-1-16.
The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

<table>
<thead>
<tr>
<th>DOES NOT MEET</th>
<th>WEAK</th>
<th>WEAK TO MEETS</th>
<th>MEETS</th>
<th>MEETS TO STRONG</th>
<th>STRONG</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 POINTS</td>
<td>1 POINT</td>
<td>2 POINTS</td>
<td>3 POINTS</td>
<td>4 POINTS</td>
<td>5 POINTS</td>
</tr>
</tbody>
</table>

DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror’s Total Technical Score. Representative numerical values are defined as follows:

- **DOES NOT MEET** (0 pts.): Response does not comply substantially with requirements or is not provided.
- **WEAK** (1 pt.): Response was poor related to meeting the objectives.
- **WEAK TO MEETS** (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.
- **MEETS** (3 pts.): Response generally meets the objectives (or expectations).
- **MEETS TO STRONG** (4 pts.): Response indicates the objectives will be exceeded.
- **STRONG** (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror’s Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS’ discretion to wait to factor in a Proposal’s cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal’s cost at any time in the evaluation process.

**COST PROPOSAL POINTS.** The Price will be determined by Per Participating Employee Per Month Admin Fees. Cost Points will be prorated, with the lowest accepted cost proposal given the maximum number of points possible. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible.

**FINAL STAGES OF EVALUATION.** The Offeror(s) with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation. If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

**REJECTION OF PROPOSALS.** DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

**DISCLOSURE OF PROPOSAL CONTENTS.** DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.
SECTION IV: AWARD OF THE CONTRACT

CONTRACT AWARD. DAS plans to award the Contract based on the schedule in the RFP, if DAS decides the Project is in the best interests of the State and has not changed the award date.

The signature page for the Contract is included as Attachment Two of this RFP. In order for an Offeror’s Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor’s accepted Proposal and written authorized addenda to the Contractor’s Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Supplement One of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror’s proposal, as amended, clarified, and accepted by DAS; and

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.
SECTION V – SCOPE OF WORK REQUIREMENTS

This section describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

I. SCOPE OF WORK.

By submitting a Proposal the Offeror acknowledges and agrees that it will comply with the following Scope of Work.

Unless otherwise specified, the following scope of work applies to all programs (HCSA, DCSA, LPSA and Commuter Choice).

A. PROGRAM ADMINISTRATION.

1. Administration of the State’s HCSA, DCSA and LPSA including a new LPSA program for those enrolling in the State’s High Deductible Health Plan (HDHP).

2. Administration of a fully automated pretax Commuter Choice benefit programs with knowledge of pretax transit regulations that must ensure compliance with current and future Internal Revenue Service regulations.

3. A reference guide is available on the State’s website for information regarding these programs.

4. A designated account manager will be assigned to the State. The account manager will interact with and meet with the State’s DAS personnel, at least weekly, as well as State agencies and other State contractors as needed.

5. The Contractor will be the main point of contact with Employees on all matters pertaining to the program, including any and all Employee complaints and disputes.

6. Contractor shall terminate accounts timely, in accordance with federal and State regulations.

7. Contractor shall provide multiple options for the participant to pay their provider or be reimbursed for payments made. For the current options, see the reference guide.

8. Monitor and provide regular compliance communications to the State team regarding your organization, systems, and program legislative compliance.

9. Ensure all State data is treated and handled in a confidential manner.

10. Research and provide guidance on any type of best practice or other issues and changes that may impact the programs.

11. Remit to the State any funds that have not cleared the bank within the established stale dated check timeframe.

12. Contractor shall comply with the State of Ohio’s escheatment procedures per the Ohio Revised Code.

13. Manage and reissue checks as needed to participants to prevent unclaimed funds balances.

14. HCSA, DCSA, and LPSA Programs:

    a. Contractor shall manage participant accounts for those who are on a nonpaid leave of absence or have missed deductions.

    b. Contractor shall train all staff associated with the State account on the specifics of this account. Training must be completed for State specific plan administration at least two weeks prior to open enrollment.

    c. Perform annual non-discrimination testing for the HCSA, LPSA and the DCSA plans including: (1) IRC Section 125 cafeteria plan nondiscrimination testing and (2) IRC Section 129 dependent care 55% average benefits test and one or several projections of this 55% average benefits test.

    d. Manage forfeiture process, reporting and timelines.

15. Commuter Choice Program:

    a. The Contractor will establish and administer agreements with parking vendors and employees.
b. Contractor shall remit monthly payments to their contracted Vendors.

c. Comply with all federal regulations and provisions of TEA-21.

B. IMPLEMENTATION

1. Provide a designated implementation manager with at least three (3) years of large client implementation experience for the State.

2. Lead the in-person, on-site implementation kick-off meeting at the State’s designated location.

3. Develop and manage an implementation plan to deliver enrollment services in a timely and effective manner in advance of the State’s Open Enrollment and in preparation for the beginning of the plan year on January 1, 2021.

4. The Project Implementation Plan shall include a description of how the requirements of the project will be implemented and include a detailed timeline.

5. The plan must demonstrate a commitment to assume responsibilities and execute program requirements.

6. The Project Implementation Plan must describe the approach, methods, timeline, staffing, open issues list and specific steps required to pre-stage operations for the actual assumption of work associated with this RFP.

7. The Plan shall demonstrate assurance of service implementation upon award of the Contract and describe in detail the interaction necessary to facilitate this effort.

C. ENROLLMENT

1. Administer an interactive portal, mobile app, and an electronic-based enrollment process throughout the year (24 hours a day, 7 days a week) and during an annual Open Enrollment Period, upon being newly eligible, or after experiencing an allowable “change in status”.

2. Offer employees a paper form enrollment option.

3. The Contractor will offer Open Enrollment services for HCSA, DCSA, and LPSA allowing eligible employees to enroll in any of the programs during an annual Open Enrollment Period, upon being newly eligible, or after experiencing an allowable “change in status”.

4. Employees can enroll in Commuter Choice at any point in the year.

5. For HCSA, DCSA, and LPSA, the Contractor shall accurately determine the amount to be deducted over either 24 or 12 payroll cycles to meet the employee annual election amount, or the appropriate amount of payroll cycles remaining in the benefit plan year.

6. Distribute debit cards, as needed, to enrolled employees, excluding DCSA.

7. The Contractor must be able to provide up to two (2) debit cards for each account to each account holder for reimbursement, at no additional cost to the State.

   1. A copy of the Terms & Conditions, if applicable, that will be issued with the debit card to a participant must be provided.

   2. For DCSA the State currently requires a receipt for services to be submitted in order for the employee to be “paid back”.

8. Open Enrollment Administration:

   a. The Contractor shall work closely with the State to design and distribute customized Open Enrollment materials.

   b. Produce and deliver timely Open Enrollment electronic deduction files to accommodate the State’s payroll system and deadlines.

   c. Program enrollment eligibility shall be based off eligibility files produced by the State to only allow eligible employees to enroll and be retrieved via the State’s SFTP site.
D. ELIGIBILITY.

1. Contractor shall retrieve eligibility files at least every two weeks from the State SFTP site, but not more frequent than weekly.

2. Contractor shall accept an eligibility file from the State in the State desired format (Supplement Five).

3. Contractor shall manage and maintain eligibility per described eligibility files.

E. ELECTIONS AND DEDUCTIONS.

1. The State retains employee payroll deductions for the HCSA, LPSA and the DCSA in two pre-established State funds. Funds are later remitted to the Contractor when invoiced for claims that have cleared the Contractor’s bank.

2. HCSA, DCSA, and LPSA:
   a. Contractor shall notify the State of accurate and timely deductions in order to meet participant’s annual election amounts within the parameters of the State’s payroll schedules for the four established pay groups. These pay groups are provided and with an example of a sample timeline for each (subject to change based on calendar year timing):
      i. Biweekly Delayed: Pay Period 12/7/19-12/20/19, paycheck received on 1/3/20 (vast majority of population)
      ii. Biweekly Current: Pay Period 12/7/19-12/20/19, paycheck received on 12/20/19
      iii. Monthly Current: Pay Period 12/1/19-12/31/19, paycheck received on 12/31/19
      iv. Monthly Advanced: Pay Period 12/1/19-12/31/19, paycheck received on 12/1/19
   b. The Contractor shall allow a minimum and maximum employee annual election amount.
      i. Currently, the minimum of $240 per elected account.
      ii. Currently, the maximum is $2500 for a HCSA or LPSA and $5000 for DCSA.

F. HCSA AND LPSA ROLLOVER.

The Contractor shall allow for and manage an annual rollover set with minimum and maximum amounts (or, if requested by the State at a future date, administer an extended grace period) for the HCSA and LPSA.

1. Currently, the minimum amount allowed to rollover is $50 for the HCSA and LPSA, subject to change in the future.

2. Currently, the maximum annual rollover amount is $500 for the HCSA and LPSA.

G. CHANGE IN STATUS

The Offeror’s plan for processing Change in Status requests for the HCSA, DCSA, and LPSA programs must include:

1. Effectively processing eligible changes in status.

2. File exchange to the State on, at least, a monthly basis to reflect the change in status in the State’s payroll system, at the State’s request.

3. Notify the State of accurate deductions based on the file exchange.

4. A communication to the Employee verifying the change has been made in the HCSA, DCSA, and LPSA.

H. MEMBER SERVICES.

1. Contractor shall provide a dedicated, toll free number for claims and customer service issues.

2. Offer live chat 24 hours a day, 7 days a week, 365 days a year.
3. Contractor must notify its Customer Service of urgent or DAS specific messages when necessary.

4. Comply with the mutually agreed upon procedures for escalating and resolving participant issues.

5. Provide proactive responses to effectively and correctly address participant inquiries.

6. Participate in on-site meetings, as necessary.

7. Individuals with disabilities must be provided with adequate access to all member service options.

I. CLAIMS.

1. Accept claims submissions via US Mail, fax, e-mail, online and mobile app.

2. Manage the mutually agreed upon turnaround time from the date a claim is received to the date a check or direct deposit is processed for HCSA, LPSA, DCSA and Commuter Choice claims.

3. Manage the mutually agreed upon process for tracking receipts, status of claims and allocating claims.

4. Facilitate direct deposit reimbursements to participants, if opted in.

5. Auto-adjudicate known copays and work with the State’s medical, prescription, behavioral health, dental and vision, insurance providers, including those of the Union Benefits Trust to auto-adjudicate common insurance related claims.

6. Provide account summaries online or via mail to the participant’s address.

7. Manage the mutually agreed upon screening process for duplicate claims.

8. Contractor shall manually substantiate claims that are unable to be auto-adjudicated.

9. Process claims during the run-out period.

10. Ensure all claims billed to client have cleared the Contractor’s bank account prior to invoicing.

11. Communicate with participants regarding incomplete or denied claims.

12. Reconcile incorrect payment of claims.

13. Adhere to the mutually agreed upon appeals process.

14. Issue reimbursement checks or a new direct deposit for deposits made into closed accounts.

J. QUALITY ASSURANCE.

1. Contractor must have formal, written Quality Assurance (QA) and Risk Management Plans.

2. There must be explicit protocols for handling complaints including documentation of telephonic, written complaints, appeals and participant issues shall be reviewed and discussed as determined by a State schedule and as needed.

3. Written complaints or appeals must receive a written acknowledgment to the participant within 5 working days and be resolved within 30 calendar days.

4. A written notice is any notification to the Contractor via electronic, mail, web or app communication.

K. COBRA ADMINISTRATION.

The Contractor will administer the HCSA, LPSA, DCSA programs for the State’s former employees enrolled in Consolidated Omnibus Budget Reconciliation Act (COBRA) to include, at a minimum (subject to change at the State’s request), the following:

1. Initial communication to terminated employees that their HCSA, LPSA, and DCSA programs will continue to be administered for them by the Contractor until COBRA coverage ceases;
2. Election form receipt and processing;

3. Accept COBRA data in the form of paper and electronic regarding enrollment, account updates, and termination at no extra charge;

4. Continue to administer HCSA and LPSA for any COBRA participants who have remained in the HCSA and LPSA programs;

5. Statements and claim forms; and

6. Termination of COBRA rights and benefits

L. PORTAL AND MOBILE APP.

The Contractor shall maintain a portal and mobile app that include on-line services and information related to the programs. The following capabilities shall be available:

1. Access to participants’ real time balances and real time claims, payment, and reimbursement statuses;

2. Eligibility guidelines and tools to help employees make enrollment and election decisions;

3. Tax savings calculator; and

4. View list of eligible expenses by program

M. COMMUNICATION AND PROMOTIONAL MATERIALS.

The Contractor will collaborate with the state of Ohio to develop ongoing employee communications that enhance employee program knowledge and increase program participation levels. At a minimum, the following areas must be addressed:

1. The State will approve all text prior to release of documents and to customize materials for the state of Ohio upon request at no extra cost to the State.

2. Provide a participant communication including a summary of benefit levels and coverage, plan provisional chart and the appeal process annually to all state employee home addresses.

3. Contractor is responsible for the creation, updating, editing, printing and distributing communication materials, including but not limited to: Participant communications, Open Enrollment booklets, newly eligible enrollment packets, etc.

N. RECORDS AND REPORTS.

1. The Contractor shall store and maintain all records in compliance with IRS and State requirements for records retention, during the term of the Contract.

2. The Contractor shall relinquish records subsequent to the expiration of the Contract. This includes maintenance of data regarding eligibility changes for the employee and their dependents (including specific plan options elected).

3. Contractor agrees to maintain complete and accurate information and make available for inspection or audit with reasonable notice, records to include but not be limited to:
   a. Employee enrollment and elections;
   b. Employee contributions, claims and accounts balances;
   c. Pre-paid monthly parking and transit pass transactions;
   d. Employee monthly parking and transit expense receipts and reimbursements;
   e. Administrative fees earned and received;
   f. Employee complaints and the resolution to the complaints; and
g. A copy of an annual independent SSAE 18 audit report or the results of an annual independent third-party audit report guaranteeing compliance with IRS regulations for Flexible Spending programs.

4. The Contractor shall provide the following reports on a bi-weekly basis:
   a. Discrepancy
   c. Check Register Report/Payment Report
   d. Missed Deduction Report (3 or more deductions missed)

5. The Contractor shall provide the following reports on a monthly basis:
   a. Bank Reconciliation
   b. Stale dated Checks
   c. Account Summary
   d. Account Reconciliation
   e. Pay Back Report
   f. Plan Balances Report
   g. HCSA and LPSA Debit card usage report
   h. HCSA and LPSA Debit card suspension report
   i. Enrollment Confirmation
   j. Commuter Choice Program Participation Summary Report
   k. HCSA, LPSA and DCSA Program Participation Summary Report
   l. Participant Level Funding Summary and Reconciliation Balance Sheet

6. The Contractor shall provide the following report on a quarterly basis:
   a. Call Center Performance
   b. Quarterly Performance Guarantee

7. The Contractor shall provide the following reports on an annual basis:
   a. Forfeiture Report for HCSA, LPSA and DCSA, monthly for Commuter Choice
   b. Dependent Care W2
   c. Non-Discrimination Testing Results

8. The State may require additional reports, as necessary.

O. FUTURE PLAN DESIGN CONSIDERATIONS.

1. Ability to provide ERISA guidance and information in the event the State would be required to comply with ERISA. The state of Ohio is currently ERISA exempt.

2. DCSA debit cards - in the event the State would offer debit cards to dependent care participants

3. Extended Grace Period – HCSA and LPSA

4. Post-deductible medical expenses for LPSA
5. HCSA to LPSA individual account conversion
6. Employer match for DCSA

**CONTRACTOR RESPONSIBILITIES.** The Contractor must meet all RFP requirements and perform Work as defined in the Scope of Work.