BenefitScape®
THE LEADING ACA COMPLIANCE SPECIALIST

Arkansas Department of Human Services (DHS)

Bid No. 710-19-1003
Submission Date: October 4, 2018

Benefit Coordinators of America, LLC DBA BenefitScape
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Minimum Requirements

Introduction

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the purposes of fulfilling all IRS Affordable Care Act (ACA) provider requirements related to Minimum Essential Coverage (MEC) and IRS 1095-B and 1094-B tax forms pursuant to 26 USC §6055 and related statutes and regulations.

This IFB is for the fourth year of this federal requirement. As previous data may require future corrections, Vendor shall receive a transfer of data so that no previously-submitted data is lost or must be re-created.

Minimum Qualification

A. The Vendor must be in current operation and must have a minimum of two (2) years of experience providing all the products and/or services as outlined in this IFB. For verification purposes, Vendor must provide a description of past performance examples meeting this requirement, which must include the following:

- A description of the work performed
- The time period of the project/contract;
- The staff months required; and
- Project amount.

The submitting organization is Benefit Coordinators of America, LLC, D/B/A BenefitScape ("BenefitScape"). BenefitScape is solely focused on ACA Compliance and Reporting. Beginning in 2006, BenefitScape worked on the forerunner of ACA Compliance, the Massachusetts Health Connector plan. For Tax Years 2015 through 2017, BenefitScape has supported over 500 clients with their ACA Compliance and Reporting. These clients include:

Client name: State of Connecticut
Number of employees covered: 120,000 employees
Contract start date: September 1, 2016
Contract end date: Present
Approximate project amount:
Short description of services provided: Full ACA Compliance and Reporting Tax Services and ESR Eligibility and Affordability determination

Client name: State of Iowa
Number of employees covered: 26,000 employees
Contract start date: September 1, 2016
Contract end date: Present
Short description of services provided: Full ACA Compliance and Reporting Tax Services

B. The Vendor must submit contact information from three (3) professional references (public or private entities) to whom the Vendor has provided services over the past two (2) years. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience.

Client name: State of Connecticut
Contact name: Scott Anderson
Address: Office of the Comptroller, 55 Elm Street, Hartford, CT 06106
E-mail address: scott.anderson@ct.gov
Phone number: (860) 702-3574
Number of employees covered: 120,000 employees
Contract start date: September 1, 2016
Contract end date: Present
Short description of services provided: Full ACA Compliance and Reporting Tax Services and ESR Eligibility and Affordability determination

Client name: State of Iowa
Contact name: Jay Cleveland
Address: IA Department of Administrative Services, 1305 East Walnut Street, Des Moines, IA 50319
E-mail address: jay.cleveland@iowa.gov
Phone number: (860) 702-3574
Number of employees covered: 26,000 employees
Contract start date: September 1, 2016
Contract end date: Present
Short description of services provided: Full ACA Compliance and Reporting Tax Services

Client Name: Polk County, FL
Contact name: Dee Dee Beaver
Address: PO Box 988
E-mail address: deedeebeaver@polkcounty.net
Phone number: (863) 534-6508
Number of employees covered: 2,750 employees
Contract start date: September 1, 2016
Contract end date: Present
Short description of services provided: Full ACA Compliance and Reporting Tax Services

C. Vendor must certify that he/she has not received any sanctions or corrective actions by a state or Federal government within the last ten (10) years. However, failure to certify may not disqualify a Vendor's submission if Vendor provides detailed documentation of each sanction and any corresponding corrective action received from a state or Federal government within the last ten (10) years.

BenefitScape certifies that we have not been subject to any complaints filed by any state or federal regulatory agency or office in the past ten years. BenefitScape has not had any license revoked or suspended and has never been reprimanded or otherwise cited by a licensing agency.

D. Vendor and all subcontractors must certify that Vendor and all subcontractors have read the Organizational or Personal Conflict of Interest Clause. Further, Vendor and all subcontractors must certify that there are no actual, apparent, or potential conflicts of interest with the current DHS Vendors with which Contractor will be working: Optum (which operations the Decision Support System and Services (DSS) Lab), DXC/DXC Technology (which acts as Arkansas Medicaid's Fiscal Agent, operates the Medicaid Management Information System and provides the 1095-B call center), and Cognosante (which oversees the DHS' IT PMO Project Oversight and Coordination functions). If Contractor or any subcontractors does have an actual, apparent, or potential conflict of interest, Contractor must disclose all relevant information pertaining to such conflict of interest and submit a conflict of interest mitigation plan at the time of bid.

BenefitScape certifies that we have read the Organizational of Personal Conflict of Interest Clause. There are no actual, apparent, or potential conflicts of interest with the current DHS Vendors with which BenefitScape will be working including Optum, DXC/DXC Technology and Cognosante.

We will not be utilizing any subcontractors for this bid and project.

Staffing

The individual who will be assigned to the overall ongoing management of the account (dedicated representative)

Andrew Ferguson
Vice President, Client Management

Andrew Ferguson has worked in the Employee Benefits/Human Resource arena for the past 21 years including his most recent nine years as a Senior Analyst alongside founder Ken Phillips. With a strong focus on business, Mr. Ferguson's extensive technical skills combined with strong communication skills has earned him a reputation for delivering difficult projects, successful products, and maintaining high customer satisfaction. He currently serves as Client Manager for all large- scale public sector clients of BenefitScape and has a strong grasp of all Affordable Care Act regulations.

The individual(s) responsible for day-to-day service:

Ken Phillips
Founder, CEO, and President

Mr. Phillips is the Founder, CEO, and President of BenefitScape. He has developed and managed several businesses that are focused on different facets of 'Total Benefit Outsourcing' and 'Human Resource Outsourcing'. He has an extensive 30-year track record of introducing new financial and employee benefit concepts to employees and is one of the founders of the concept of personalized employee communications, now a commonly-used strategy for employee communications, benefit plan enrollment, and employee benefit and total compensation statements.

Mr. Phillips was the founder, president, and chairman of Employee Communication Services (ECS); a software and employee benefit communications consultancy that was formed in 1972 and re-capitalized in 1999 by Warburg Pincus to become the nucleus of a new venture known as Workscape (http://www.workscape.com). Ken was the product visionary and principal at Workscape until leaving in December 2002. ADP purchased Workscape and it now serves as their market leading HR Benefits platform. Mr. Phillips assisted in the development of the forerunner of the ACA, the Massachusetts Health Connector Plan.

Kim Phillips
Vice President, Client Services

Kim was promoted to VP of Client Services in 2008 due to her diligent work ethic in providing the best customer service to her clients. As VP of Client Services, Kim evaluates the needs and risk of clients, and assists them in creating an ACA Compliance Reporting Solution specific to those needs. Her focus is on developing and strengthening client relationships. Kim exemplifies her leadership and commitment to achieving client goals.

Kim has successful consulting and client management experience with some of the largest organizations in the United States, including Eversource Energy Group, Dana Farber Cancer Institute, and Wellesley College. Kim has worked with HR and Benefits consulting firms throughout her career. She has had senior account management, consulting, and management responsibilities.

Demonstrated Ability to Meet All Requirements

BenefitScape will work with the State of Arkansas' Department of Health Services, ("DHS"), which includes The Division of County Operations (DCO), Division of Children and Family Services (DCFS), DHS Office of Communications and Community Engagement (OCCE) and Division of Medical Services (DMS) to provide complete ACA Compliance and Reporting services.

DHS will provide all required data/information from its various systems including Recipient Eligibility & Enrollment documentation through Optum using Accellion. BenefitScape will aggregate the employee and retiree data into our BenefitScape software solution capable of providing ongoing ACA Compliance monitoring as well as providing the capability to produce and distribute mandatory ACA reports in the B series (Forms 1094-B/C).

As an organization focused exclusively on ACA Compliance, BenefitScape is ideally situated to satisfy the DHS' requirements. The following describes the proposed services that will ensure a successful ACA Compliance project for the DHS for Tax Year 2018 and beyond.

Project Management

a) Discovery & Project Framing

BenefitScape will undertake a Client Interview followed by a joint work session (either in-person or via web) to review all DHS business rules, programs, policies, and procedures that relate to the ACA Compliance process. This will allow BenefitScape at the outset to assess and frame the overall compliance project for DHS' specific operations.

Discovery also includes a survey of all required data and its sources within DHS, allowing BenefitScape to support in the assembling of this data, including addressing any gaps, for input into our dedicated ACATech platform. BenefitScape develops a project plan for DHS, including the timing/frequency, formats, and modes of receiving all required project data.

b) Quality Assurance

BenefitScape's cloud-based ACATech platform tests sample data against full IRS rules and requirements at critical stages in the monitoring and reporting process to ensure no surprises and accurate on-time transmission via the IRSAIR system. BenefitScape keeps DHS appraised of these tests and overall progress of the ACA Compliance process as assurance of this successful final outcome. DHS-authorized employees will also have a Portal to measure progress and generate reports to verify project status.

c) Ongoing Communication and Maintenance

DHS' assigned Project Manager, Andy Ferguson, will be available at all times to DHS during DHS business hours. He will be able to process 1095-B and 1094-B forms, including one-off requests, on a daily basis set out herein, utilize and submit documents to the IRS via the AIR system, conduct data correction and maintenance, trouble-shoot and address any issues that might arise with the Worker Portal, respond to requests from DHS and its vendors, and transmit and receive files to and from DHS and its vendors via Accellion.

d) End-of-Project Report & Final IRSAIR Transmission Receipt TY2018

BenefitScape will provide DHS with an end-of-project report and digital package documenting all the ACA Compliance activities undertaken on the DHS' behalf, all outcomes, and a compendium of all IRS transmissions and IRSAIR Transmission Receipts as evidence of full, accurate, and on-time ACA Compliance for Tax Year 2018.

e) Post-Filing Support

BenefitScape's compliance experts will continue to be available to DHS after the e-Filing process to clarify any data within the Final IRSAIR Transmission or answer questions for future Tax Year planning. If DHS determines any adjustments to this final transmission data, BenefitScape will discuss these requirements and perform any required changes.

In the event of any Health Exchange or Marketplace Appeal notices, BenefitScape will use its records securely archived by the cloud-based ACATech platform to provide forensic support to DHS of its full and accurate ACA Compliance.

Data Processing

a) Data Collection & Review

BenefitScape will prepare a secure, encrypted file-sharing environment for DHS. Only DHS authorized staff and BenefitScape-assigned Analysts will have access to this encrypted environment. This cloud-based location is where all project data files will be securely housed.

BenefitScape will receive (in existing formats from DHS sources) and compile the required project data identified during the Discovery process. BenefitScape will analyze and verify the complied database at this stage, confirming to DHS that the demands for a successful IRSAIR filing have been met.

In the event of any identified data errors or gaps, DHS will, where necessary, work with BenefitScape to correct and/or supply that data.

b) Data Transformation

BenefitScape will use its proprietary ACATech platform to transform, tag, and translate the imported DHS data into the required structure and format to calculate employee eligibility, allocate zero-error IRS codes, and perform or facilitate all other necessary compliance tasks from generating employee Form 1095s to the final IRSAIR transmission and project archiving.

c) IRS ERROR Code Processing & Remediation

After e-Filing BenefitScape will use its dedicated ACATech platform to analyze and report to DHS any IRS-generated ERROR Codes along with the number and type of any recommended changes needed to reconcile them.

Thanks to the dedicated ACATech platform, BenefitScape can carry out with speed, accuracy, and efficiency remediation to individual Form 1095s as approved by DHS, re-Filing to the IRSAIR system all reconciled Form 1095s and the Form 1094 in a "Corrections Transmission" while maintaining the integrity of the original data.

Production, Fulfillment & Post-Filing

Employee Eligibility & IRS Coding

BenefitScape will use the ACATech platform to process the project database and determine all ACA eligible DHS employees, retirees, and COBRA members, assigning the correct IRS Codes to each of them.

Form Generation & Distribution

BenefitScape will use the ACATech platform to generate Form 1095s for all DHS' ACA eligible employees, including 100% accurately assigned IRS Codes on Lines 14, 15, and 16 of each form along with the correct information on the healthcare offer and coverage for each employee and their dependents.

Prior to mailing the Form 1095s, BenefitScape will utilize LACSLink, DFS/DFS2, and NCOALink Services to validate all addresses.

PDFs of all Form 1095s will be sent electronically to DHS for approval prior to distribution. These Form 1095s will then be printed by BenefitScape in a heat-sealed format and distributed to employees via USPS First Class or else distributed by approved secure and recorded electronic means.

e-Filing via IRSAIR System

BenefitScape will use the ACATech platform to generate DHS' Form 1094 and other manifest documents needed for e-Filing DHS' ACA reporting to the IRS. As an IRS authorized e-Filing service provider with a Transmission Control Code (TCC), BenefitScape will use its ACATech platform to transmit electronically and securely to the IRSAIR system the Form 1094 for DHS' FEIN(s) along with all Form 1095s and other necessary manifest documents. There will be approximately 100 transmissions sent through the IRSAIR program, 45 of which are estimated to be completed by the end of February 2019.

Additional Form 1095 Generation

BenefitScape will re-generate any individual Form 1095s changed to reconcile IRS-generated ERROR Codes and either re-distribute electronically to the employees concerned or reprint and redistribute via USPS First Class prior to IRS re-Filing. Authorized users will be able to request 1095-B through our Self-Service portal. Here, they will be able to update/edit, delete/remove, or add/insert any records to any forms and request a new copy to be mailed. Any lost, damaged, or otherwise unreturned Form 1095s will be re-generated and re-distributed by BenefitScape.

Final IRSAIR Transmission Receipt, Archiving & Continued Support

As noted above, BenefitScape will provide DHS with an end-of-project report and package documenting all the ACA Compliance activities undertaken on DHS' behalf, including the Final IRSAIR Transmission Receipt as evidence of full, accurate, and on-time ACA Compliance for Tax Year 2018.

All the data in DHS' final IRSAIR transmission – including Form 1094, all Form 1095s, and the final IRS receipt – is securely archived by BenefitScape's cloud-based ACATech platform for future reference should it ever be required. In the event of any Health Exchange or Marketplace Appeal notices, for example, or purported IRS penalties, BenefitScape will use its archived records to provide forensic support to DHS of its full and accurately reported ACA Compliance.

Project Work Plan

Project Activity	Comment	Timeframe
Contract Award	BenefitScape to negotiate and sign contract with DHS	October 15, 2018-November 1, 2018
Discovery	Develop all Plan details, Safe Harbor elections, data format, data transmission mode, frequency	November 1, 2018 - November 30, 2018
Data Collection and Review	BenefitScape Accepts data from DHS	December 1, 2018 - December 15, 2018
Submission Quality Assurance and Project Management	Continuous customer communication and quality reviews to ensure successful filing	Throughout
Data Transformation	BenefitScape prepares the data and calculates eligibility based on DHS look-back measurement and form values	December 2018
Test Production	BenefitScape provides DHS with sample PDFs of the forms for review	Prior to December 31, 2018
Final Data Collection	Production files are provided by DHS as a FULL FILE. Including DEC 2018 data. BenefitScape builds out the production database.	By January 5, 2019
Final Production Review	All data is edited /prepared and PDF forms are submitted to DHS for approval	On or about January 15, 2019
Print Production and distribution	Production and mailing of all 1095-B Forms	January 15 - 25, 2019
Form Support	BenefitScape will support correcting forms based upon employee feedback, and mailing replacements for lost forms	February 1 – 28, 2019
e-File to IRS AIR	BenefitScape will electronically transmit DHS 1094 and 1095 forms	On or before March 1, 2019
Error Analysis and Remediation	BenefitScape will work with DHS to address any IRS generated errors	March 1 – April 1, 2019
Tax Year 2017 ACA Compliance Reporting	Produce inclusive report for DHS	May 31, 2019
Post Production Support	Address all DHS ACA Compliance questions regarding Tax Year 2018	June 1, 2019– August 30, 2019

Bid Proposal Packet

a. EO 98-04 Disclosure Form

b. Copy of Vendor's Equal Opportunity Policy

c. Signed addenda

d. Bid Signature Pages

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

Failure to complete all the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: ☐ YES ☒ NO

SUBCONTRACTOR NAME:

Contractor for which this is a subcontractor:

Estimated dollar amount of subcontract:

IS THIS FOR: ☐ **Goods?** ☒ **Services** ☐ **Both?**

TAXPAYER ID NAME: Benefit Coordinators of America, LLC

YOUR LAST NAME: Phillips **FIRST NAME:** Kim **MI:**

ADDRESS: 12 Walnut Street Suite 21

CITY: Natick **STATE:** MA **ZIP CODE:** 01760 **COUNTRY:** UNITED STATES OF AMERICA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, *OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:*

*FOR INDIVIDUALS**

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: Member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	
	Current	Former		From MM/YY	To MM/YY	Person's name(s)	Relation
General Assembly	☐	☐					
Constitutional Officer	☐	☐					
State Board or Commission Member	☐	☐					
State Employee	☐	☐					

☐ **None of the above applies**

*FOR A VENDOR (BUSINESS)**

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/commission, data entry, etc.	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's name(s)	Ownership Interest (%)	Position of Control
General Assembly	☐	☐						
Constitutional Officer	☐	☐						
State Board or Commission Member	☐	☐						
State Employee	☐	☐						

☒ **None of the above applies**

* NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM F-2

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

   Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Kim Phillips Digitally signed by Kim Phillips Date: 2018.10.02 15:37:36 -04'00' **Title** Vice President **Date** 10-2-2018

Vendor Contact Person Kim Phillips **Title** Vice President **Phone No.** (508) 655-3307

AGENCY USE ONLY

Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.
0710	Department of Human Services			

** NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED*

BenefitScape

Benefit Coordinators of America, LLC DBA BenefitScape

Affirmative Action Policy

Date: April 1st, 2018

It is the policy of BenefitScape to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by the company where appropriate.

As part of the company's equal employment opportunity policy, BenefitScape will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity.

The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.

The Affirmative Action Officer has been assigned to direct the establishment and monitor the implementation of personnel procedures to guide our affirmative action program throughout BenefitScape explaining the company's policy will remain posted.

State of Arkansas Department of Human Services

Attachment B 710-19-1003
Written Questions and Answers

Instructions

This Response Template must be used for submission of written questions. All questions should provide the requested information. Those that do not, may not be answered by DHS. The Vendor may add as many lines as needed. DHS would strongly prefer the Vendor to ask multi-part questions as individual questions on separate lines.

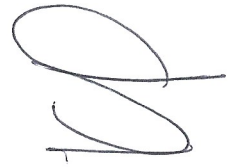
Instructions: Complete all cells of each question asked in the Table below. Clearly identify the referenced section or text.

Question ID	IFB Reference (page number, section number, paragraph)	Specific IFB Language	Question	Answer
Example				
1	IFB, Page 11, Section 2.1, paragraph 2	This IFB is for the fourth year of this federal requirement. As previous data may require future corrections, Vendor shall receive a transfer of data so that no previously-submitted data is lost or must be re-created.	Can the state supply the file format of the past years' data along with the number of records associated with each year's worth of data?	The archived files for previous years are in .csv format, and the files on-going from Optum will be in .dat format and are pipe delimited. Please see attached table.
2	Bid Response Document, page 8, IFB page 27, Section 4, item 5.	QUANTITIES: Quantities stated in a Bid Solicitation for term contracts are estimates only, and are not guaranteed. Contractor must bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.	The General Terms and Conditions states that the unit price will be used along with the actual quantities to determine payment to the vendor. Can the State confirm the vendor will be reimbursed at the unit price for the actual number of initial mailings, corrected mailings, postage, and IRS submissions? If not, is the vendor paid a firm fixed price, the extended amount, based on the estimated volume regardless of the volume for each category? If some other method is used can the State please clarify the actual payment methodology for services according to price sheets?	Historically, the contractor was paid for the actual mailings at a unit price, plus an administrative fee. The previous contract did not include IRS submission, the contractor created the file(s) and DHS submitted them to the IRS directly.
3	IFB, Page 15, section 2.6, item G	The estimated number of mail pieces to be sent to recipients is set forth in this IFB, and the current First-Class Postage Rates must be considered in the Vendor's bid for the creation and mailing of all required documents.	Will postage be treated as a pass through to the State, meaning the actual postage used will be billed to the State and will show up as a pass through on the contract? If so, would the state consider dictating the first class postage rate to be used in the pricing sheet so that all vendors prices will be evaluated equitably? The Standard terms and conditions state that the unit price will be used in determining the vendors payment. Can the State please clarify how postage will be paid relative to the pricing sheet information? Will the unit price for postage be paid for the actual volume of notices mailed?	The previous contractor handled these processes internally. DHS paid a per unit cost, and the postage was included in the per unit cost.
4	IFB Section 3.4, Limitation of Liability, item B	B. The vendor's liability for damages to the State shall be limited to the value of the Contract or $5,000,000, whichever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.	Can the State please clarify the relationship between damages and the limitation of liability?	Please refer to IFB Section 3.4.
5	Attachment C, Performance Based Contracting, IFB Section 3.4, Limitation of Liability, Item B		The damages for insufficient performance documented in Attachment C note damages that may be assessed on the vendor's total invoice in the month following the performance indicator not being in full compliance. Items A through I add up to 270% penalty. Section 3.4, Limitation of Liability, item B, excludes from the total contract value or $5M limit of liability, other specific provisions of the contract calling for damages. Is it correct that performance indicator damages of up to 270% of a contract's billing in a given month of deficiencies could be assessed as damages and that those damages are excluded from the limitation of liability?	IRS penalties may apply in addition to contractually agreed-upon penalties for failure to comply with the terms and conditions of the contract and Performance Indicators (PI).
6	Attachment 1, Process Flow Narrative, Section 2.3, 3rd bullet	The eligibility data from the DXC MMIS is sent daily in an automated batch cycle directly to Optum's DSS (Decision Support System and Services) where a data feed is created. Optum creates a file from the data feed and transmits to Awardee via Accellion.	Will the selected vendor be sending one 1095-B form to each recipient or will the data feed from Optum include indications of all clients residing at the same address whose 1095-B data should be printed on a single form? If the latter, does the estimated volumes outlined in the IFB reflect 1095-B information being consolidated on one form for recipients residing at the same address? If not, does the State have an estimate of the volumes given the consolidation?	Each recipient in a household will receive a 1095-B form, via separate mailing.

Acknowledgement that were received this Addendum.

Kim Phillips 10/1/18

7	710-19-1003IFBTaxForms, pg 11, 2.3 - A	For verification purposes, Vendor must provide a description of past performance examples meeting this requirement, which must include the following: A description of the work performed; The time period of the project/contract; The staff months required; and Project amount.	Does Project Amount refer to the number of 1095 Forms or a monetary amount?	Both.
8	710-19-1003IFBTaxForms, pg 13, 2.6 - A	Work requirements shall include the following activities: A. Document Creation and Delivery (1095-B and 1094-B). The Vendor shall provide document creation and delivery services related to Internal Revenue Service (IRS) Forms 1095-B and 1094-B related to original filings and corrected filings for both the current and past tax years beginning with tax year 2015 according to the requirements contained in this IFB.	Will all of the XML's submitted to the IRS including corrections be available?	Yes
9	710-19-1003IFBTaxForms, pg 14, 2.6.B.2 and pg 19, 2.6.S.1	B.2. Maintain all data sent by DHS for the purposes of providing 1095-B forms. S.1. Vendor shall include all provided historical data through the portal.	What legacy data other than the IRS 1095, Medicaid ID, RID, and Adopted/Foster flag needs to be moved to the new system?	Please see attached 1095-B Data Dictionary. DHS has the archived.csv files and XML files. The awardee will need to abide by mandated schema specifications.
10	Attach1-19-1003, pg 4, 2.5 IRS Reporting Process	The XML file is sent to DCO for processing and submission to the IRS. DCO uploads the XML file to the IRS AIR system. DCO logs into IRS AIR system to retrieve the transmission status.	Is DHS open to the process change of the vendor submitting the IRS XML's directly using IRS A2A removing the requirement for DCO to manually upload/download XML files to IRS?	YES, DHS prefers this method.
11	710-19-1003IFBTaxForm	Verify name/SSN against the Social Security Administration database using the criteria defined in IRS publication 1586.	IRS Publication 1586 does not designate how SSNs are to be validated against the SSA database. What interface/system is available to be used for the validation of SSNs for 1095B reporting? If you are referring to Consent Based Social Security Number Verification (CBSV) Service, is the State acquiring applicable consent forms?	Consent is given by Medicaid Beneficiaires to allow verification of information when they apply for Medicaid and other services from DHS.
12	Page 2, Section 1.1-Purpose	Contract for creation and mailing of forms	How are these forms currently being printed and mailed?	Under the previous contract, the vendor sent the files to a third-party for printing and mailing. During the interim process between contract expiration and award of the current IFB, the forms are being generated manually and mailed by DHS.
13	Page 2, Section 1.1-Purpose	Contract for creation and mailing of forms	If there is a current vendor, can the existing pricing be provided?	Not relevant for purposes of bid.
14	Page 2, Section 1.1-Purpose	Contract for creation and mailing of forms	If there is a current vendor, why is this being bid?	Not relevant for purposes of bid.
15	Page 2, Section 1.1-Purpose	Contract for creation and mailing of forms	If there is a current vendor, have they satisfied all of the State's requirements?	Not relevant for purposes of bid.
16	Page 2, Section 1.1-Purpose	Contract for creation and mailing of forms	We are a service model. Will you accept a full-solution service in lieu of a COTS product to result in the creation and mailing of 1094-B and 1095-B forms?	Yes
17	Page 2, Section 1.1-Purpose	Contract for creation and mailing of forms	Will the State consider additional cost saving initiatives if related to these requirements but not specifically requested?	An IFB requires acceptance of the lowest bid provided that the bidder is able to deliver services according to the scope of the IFB and PIs.
18	Page 8, Section 1.23	Technology Access	Are all aspects of this section applicable to this bid?	Yes.
19	Page 14, Section 2.6-Scope of Work	C -External Access/Portal	Can the training be provided remotely or does the State require it to be onsite?	Yes
20	IFB Solicitation 710-19-1003		What format will the department will be supplying the data (Excel, XML, digital PDF etc)?	The archived data will be in .csv format. The extract from Optum will be in .dat format.



21	IFB Solicitation 710-19-1003		Where can we view previous year filings pricing? We would like to see the Official Bid Response document for which the contract was awarded last year, if available. If the Response document is not available, can you provide the details of the pricing that was agreed upon last year?	Not relevant for purposes of bid.
22	IFB Sol. 710-19-1003, Page 20, Section T	The Vendor shall maintain a record of all communications with Arkansas recipients via the portal.	Can email communication serve a s portal?	No. Recipients will not have direct access to the Portal. DHS/DCO and DXC employees shall access the portal to note/record all communications with recipients in relation to 1095-B matters, such as change of address. The Vendor will provide reports with metrics related to dates of communication, number of communications, communication reason, and other metrics set forth in Section T.
23	Pg. 12, Sec 2.5 A	Foster Children Count change from 2016 to 2017	Why did the volume of Foster Children forms change so significantly between 2016 and 2017, and is this expected to stabilize in TY 2018?	Tax Year 2018 is expected to fall in line with Tax Year 2017.
24	Pg. 13, Sec 2.6 A	Document Ceation and Delivery	The section states that a separate Form, Cover Letter and Envelope should be used and delivered to the recipient. Can the Form, Cover Letter content, and Envelope be included in a single unitized, secure, personalized pressure sealed document that meets all IRS requirements and the requirements of DHS?	Yes, so long as the single unitized form meets all IRS and DHS requirements.
25	Pg. 14, Sec. 2.6 C	External Access/Portal	What are the current Authentication rules for the "Worker Portal"? Please describe what access rules are enforced for DHS vs. DOC employees and what separate rules apply to DXC employees in regard to Recipient record access.	DCO is a sub-division of DHS and as such will have the same rules and permission levels (read/write) for interacting with recipient data. DXC permission levels will be resticted to viewing recipient data and being able to make changes specified by DHS.
26	Pg. 14, Sec. 2.6 C	External Access/Portal	What is the current process for ID and Password Management for the "Worker Portal"?	Each employee accessing the data will have their own unique login. The login password must be periodically changed during intervals of time specified by DHS. Inactive accounts will automatically be de-actived after a period of time determined by DHS. The portal will provide 'forgot password' functionality.
27	Pg. 14, Sec. 2.6 C	External Access/Portal	Will you be providing a list of users, their designations, roles, their permissions, and email addresses?	Yes, a list will be provided within 30 days of contract award.
28	Pg. 14, Sec. 2.6 C & Pg. 22 Sec. 2.6 X	External Access/Portal	Please confirm that Portal 1 in Exhibit 1 is excluded and no longer required and the rationale for this exclusion.	Portal 1 is not being excluded. It is the awardee's system for which they will store the data received from the DSS. There is a main portal with interfaces, one of which will be excluded (the Citizen interface) and the interface for the Case Workers and DXC will remain.
29	Pg. 15, Sec. 2.6 G	Additional Information	What information is required to be presented by the QR code, and how is it used?	The Recipient ID (RID) and tax year comprise the QR code, and are used to identify returned mail pieces for DCO Case Workers to triage in order to provide proof of coverage with corrected data.
30	Pg. 15, Sec. 2.6 G	Additional Information	Is the 1095-B Cover Letter personalized to the recipient? Is it a standard letter or specific to the agency? How many formats do you expect?	The letter is addressed to each recipient with their name, address, and QR code, the message contained therein is not specific to each recipient but specific to Arkansas DHS. Only one format is anticipated.
31	Attachment C, Performance Based Contracting	Throughout Document	Please clarify through an example how the 10 Day Corrective Plan and 30-day period would in the Damages for Insufficient Performance column. For example, if a number of 1095B forms were sent incorrectly in a particular month, how would the timing work?	Both a CAP and a 40% penalty may be imposed on the same continuing occurrence. (e.g. vendor provides insufficient performance, CAP requested and is due in 10 days. Insufficient performance is not corrected and continues for a period of 30 days (including the 10 day period the agency was waiting on the CAP) 40% penalty imposed.

BID RESPONSE PACKET
710-19-1003

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:	Benefit Coordinators of America LLC DBA Benefitscape				
Address:	12 Walnut St. Ste 21				
City:	Natick,	State:	MA	Zip Code:	01760
Business Designation:	☐ Individual ☐ Partnership ☐ Sole Proprietorship ☑ Corporation ☐ Public Service Corp ☐ Nonprofit				
Minority and Women-Owned Designation*:	☑ Not Applicable ☐ American Indian ☐ Asian American ☐ Service Disabled Veteran ☐ African American ☐ Hispanic American ☐ Pacific Islander American ☐ Women-Owned				
	AR Certification #: _____ * See *Minority and Women-Owned Business Policy*				

PROSPECTIVE CONTRACTOR CONTACT INFORMATION *Provide contact information to be used for bid solicitation related matters.*			
Contact Person:	Kim Phillips	Title:	Vice President
Phone:	(508) 655-3307	Alternate Phone:	(774)855-6815
Email:	kim.phillips@benefitscape.com		

CONFIRMATION OF REDACTED COPY

☑ YES, a redacted copy of submission documents is enclosed.

☐ NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.

ILLEGAL IMMIGRANT CONFIRMATION

By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION

By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.

☑ Prospective Contractor does not and will not boycott Israel.

An official authorized to bind the Prospective Contractor to a resultant contract must sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* **will cause the Prospective Contractor's bid to be disqualified:**

Authorized Signature: _____ **Title:** Vice President

Use Ink Only.

Printed/Typed Name: Kim Phillips **Date:** 10/1/18

SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

Any requested exceptions to items in this section which are NON-mandatory ***must*** *be declared below or as an attachment to this page. Vendor* ***must*** *clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.*

- *Exceptions to Requirements* ***shall*** *cause the vendor's proposal to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Vendor Name:	Benefit Coordinators of America, LLC DBA BenefitScape	**Date:**	10/1/18
Signature:		**Title:**	Vice President
Printed Name:	Kim Phillips		

SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

*Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.*

- *Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Vendor Name:	Benefit Coordinators of America, LLC DBA BenefitScape	**Date:**	10/1/18
Signature:		**Title:**	Vice President
Printed Name:	Kim Phillips		

SECTION 3 - VENDOR AGREEMENT AND COMPLIANCE

*Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Vendor Name:	Benefit Coordinators of America, LLC DBA BenefitScape	**Date:**	10/1/18
Signature:		**Title:**	Vice President
Printed Name:	Kim Phillips		

SECTION 4 - VENDOR AGREEMENT AND COMPLIANCE

*Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Vendor Name:	Benefit Coordinators of America, LLC DBA Benefitscape	**Date:**	10/1/18
Signature:		**Title:**	Vice President
Printed Name:	Kim Phillips		

PROPOSED SUBCONTRACTORS FORM

- ***Do not*** *include additional information relating to subcontractors on this form or as an attachment to this form.*

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

☑ **PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

By signature below, vendor agrees to and **shall** fully comply with all Requirements related to subcontractors as shown in the bid solicitation.

Vendor Name:	Benefit Coordinators of America, LLC DBA BenefitScape	**Date:**	10/1/18
Signature:		**Title:**	Vice President
Printed Name:	Kim Phillips		

OFFICIAL BID PRICE SHEET

Prices **must** include all costs for performing the requirements stated in the Scope of Work, which includes all reporting to DHS. This also include all costs that are associated with the production, printing and mailing of all tax forms and any other associated documents that may be required to implement this process. All fees for the requested services **must** be disclosed in your response.

Pricing Table 1

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
I. Initial Mailings to Recipients **NOTE:** The Initial Mailing function will occur in January of the respective tax filing year.			
Creation of mail piece (envelope, cover-letter, 1095-B Form)	1,176,288 (annually)	$ 0.17	$ 198,000.00
II. Corrected Mailings to Recipients **NOTE:** The Corrected Mailing function will be spread across the subsequent months, with the numbers varying.			
Creation of mail piece (envelope, cover letter, 1095-B Form)	327,894 (annually)	$ 0.18	$ 59,400.00
III. Mailing/Delivery to USPS Facility **NOTE:** Price **must** be inclusive of LACSLink, DSF/DFS2 and NCOALink services			
First Class Mail Postage	1,504,182 (annually)	$ 0.73	$ 1,093,009.00
IV. IRS Submissions/Transmissions **NOTE:** The initial IRS filing will occur in February of the respective tax filing year, and will include approximately 45 of the 100 filings.			
All submissions/transmission to the IRS on behalf of DHS (IRS Form 1094-B); Interface with IRS AIRS (Initial and Corrected filings); and UAT and sign-off.	100 (annually)	$ 445.00	$ 44,500.00
		TOTAL	$ 1,394,909.00

The above quantities are estimates only and are subject to fluctuation. Estimated volume is intended to serve as a guide only and not a guarantee of minimum or maximum activity.

Pricing Table 2

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Portal Creation One-Time Cost (Includes: UAT and sign-off, as well as; set-up, testing, training, deployment, and support)	N/A	$ n/a	$ 245,000.00
2.	Portal Maintenance (Monthly fee which requires reporting to DHS)	12 (months)	$ 9,100.00 per month	$ 109,200.00
			TOTAL	$ 354,200.00

AUTHORIZATION SIGNATURE

By my signature below, I certify that the aforementioned statements are true and correct and that I accept the Terms and Conditions as presented in this bid, and that I am authorized by the respondent to submit this bid on his/her behalf.

Vendor Name: Benefit Coordinators of America, LLC DBA Benefit Scape	**Date:** 10/1/18
Signature:	**Title:** Vice President
Printed Name: Kim Phillips	

Official Bid Price Sheet – Background on Pricing

Pricing Table 1:

I. Initial Mailings to Recipients – the Unit Cost includes all in scope services and:
- TIN Validation with the IRS
- All Project Management and Joint Team Meetings and Communications
- The annual scope of services and requirements review and approval
- Set up and testing of integrations with Optum and DXC

II. Corrected Mailings to Recipients – the Unit Cost includes all in scope services and:
- Regular and periodic Team Meetings
- Printing and Fulfillment of corrected 1095-B forms by BenefitScape

III. Mailing/Delivery to USPS Facility – the Unit Cost includes:
- All pre-printed stock
- All USPS Postage
- All costs associated with USPS Address validation
- All pre-mailing Quality Assurance processes

IV. IRS Submission/Transmissions – the Unit Cost includes:
- All IRS eFiling activity via IRSAIR
- VAT and sign-off
- Archiving or Transmission Receipts

Pricing Table 2:

1. Portal Creation One-Time Cost includes:
   - All in-scope activities
   - Set-up of Self-Service Identity Management as required

2. Portal Maintenance includes:
   - Ad-Hoc reporting support
   - Ongoing Application Support and Maintenance
   - Regularly scheduled ongoing services joint team communications and meetings