



# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL No. 902768

for

### Third-Party Administrator Services for Flexible Spending Accounts and Commuter Benefits

For complete information regarding this project, see Request for Proposal (RFP) posted at [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] or contact the County Thank you for your interest!

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General Services Agency (GSA) – Procurement

#### RESPONSE DUE

by

2:00 p.m.

on

July 30, 2026

through

Alameda County, GSA-Procurement

[County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov)

<https://procurement.opengov.com/portal/acgov>

## CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902768

Third-Party Administrator Services for Flexible Spending Accounts and Commuter Benefits

EVENT	DATE/LOCATION
Request Issued	June 22, 2026
Networking/Bidders Conference	<p>June 29, 2026 at 9:00 a.m.</p> <p><b>TO ATTEND ONLINE:</b></p> <p>Microsoft Teams meeting Join: <a href="#">RFP 902768 Bidders Conference</a> Meeting ID: 274 721 080 754 70 Passcode: Xc2km7km Dial in by phone <a href="#">+1 415-915-3950,,913232703#</a> United States, San Francisco <a href="#">(888) 715-8170,,913232703#</a> United States (Toll-free) <a href="#">Find a local number</a> Phone conference ID: 913 232 703# Join on a video conferencing device Tenant key: alamedacountyca@m.webex.com Video ID: 113 005 427 9 <a href="#">More info</a></p>
Written Questions Due via the "Question & Answer" tab of this project in the <a href="#">County of Alameda Procurement Portal</a>	June 30, 2026 by 5:00 p.m.
List of Attendees	July 1, 2026
Questions & Answers Issued	July 17, 2026
Addendum Issued [only if necessary to amend RFP]	July 17, 2026
Response Due and Submitted through <a href="#">County of Alameda Procurement Portal</a>	<p>July 30, 2026 by 2:00 p.m.</p> <p>Followed immediately by online Public Bid Opening which can be joined here:</p> <p>Microsoft Teams meeting Join: <a href="#">RFP 902768 Public Bid Opening</a> Meeting ID: 270 355 512 580 002 Passcode: wX7ak6um</p>

	<p>Dial in by phone  <a href="tel:+14159153950">+1 415-915-3950</a>,<a href="tel:+19854189">419854189#</a> United States, San Francisco  <a href="tel:+18887158170">(888) 715-8170</a>,<a href="tel:+19854189">419854189#</a> United States (Toll-free)  <a href="#">Find a local number</a>  Phone conference ID: 419 854 189#  Join on a video conferencing device  Tenant key: <a href="mailto:alamedacountyca@m.webex.com">alamedacountyca@m.webex.com</a>  Video ID: 116 748 535 7  <a href="#">More info</a></p>
Evaluation Period	July 30, 2026 – August 27, 2026
Optional Vendor Interviews	Week of August 17, 2026
Notice of Intent to Award Issued	August 28, 2026
Board Consideration Award Date	October 13, 2026
Contract Start Date	January 1, 2027

**NOTE:** All dates are tentative and subject to change.

#### ***Alameda County Vendor Outreach***

<p>Wednesday, June 24, 2026 10:30 a.m. – 11:30 a.m.</p> <p><b>TO ATTEND ONLINE:</b></p> <p><a href="#">Vendor Outreach</a>  Call-in: +1 415-915-3950  Conference ID: 504 517 635#</p>	<p><b><i>COME MEET ALAMEDA COUNTY'S PROCUREMENT TEAM!</i></b></p> <p>This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County.</p> <p>These are conducted on most Wednesdays. Dates and locations can be confirmed by checking at  <a href="#">Upcoming Events</a>  <a href="https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/">[https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/]</a></p>
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**COUNTY OF ALAMEDA**  
**REQUEST FOR PROPOSAL No. 902768**  
**SPECIFICATIONS, TERMS & CONDITIONS**  
**for**  
**THIRD-PARTY ADMINISTRATOR SERVICES FOR**  
**FLEXIBLE SPENDING ACCOUNTS AND COMMUTER BENEFITS**

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**ATTACHMENTS**

EXHIBIT A      **Bid Response Packet**

**I. STATEMENT OF WORK**

**A. INTENT**

It is the intent of these specifications, terms, and conditions to describe Third-Party Administrator Services for the County's Flexible Spending Accounts and Commuter Benefits program being requested by the County.

The County intends to award a three-year contract (with the option to renew for two years) to the Bidder(s) selected as the most responsive and responsible Bidder(s) whose response(s) conform to the RFP and meet the County's requirements.

Bidders may submit proposals for:

- Flexible Spending Account (FSA) Administration Services only;
- Commuter Benefits Administration Services only; or
- Both FSA and Commuter Benefits Administration Services as a bundled solution.

**Bidders submitting proposals for only one service category must complete and submit the corresponding pricing table for that category. Bidders submitting proposals for both service categories must complete and submit the FSA pricing table, the Commuter Benefits pricing table, and the bundled FSA and Commuter Benefits pricing table.**

The County reserves the right, at its sole discretion, to:

- Award separate contracts for FSA Administration Services and Commuter Benefits Administration Services to different Bidders based on the highest-ranked proposal for each respective category; or
- Award a single contract for bundled FSA and Commuter Benefits Administration Services to the highest-ranked Bidder under the bundled proposal category.

**Proposals will be evaluated separately according to the service category or categories for which the Bidder submits a proposal. FSA-only proposals will be evaluated against other FSA proposals; Commuter Benefits-only proposals will be evaluated against other Commuter Benefits proposals; and bundled FSA and Commuter Benefits proposals will be evaluated as a separate category. Final award determination will be made in the best interest of the County.**

B. SCOPE

Alameda County Human Resources Services – Employee Benefits Center (HRS–EBC) is seeking a qualified Third-Party Administrator (TPA) to provide comprehensive administration of FSA and Commuter Benefits. The solution must include an integrated debit card for accessing funds, a secure online portal for account management, high-quality customer service, and effective communication and marketing materials that support employees in making informed benefit decisions.

HRS–EBC seeks to leverage the TPA’s administrative platform, reporting tools, and account management capabilities to align with and support the County’s existing FSA and Commuter Benefits Program and processes.

The selected TPA will provide complete administrative and claims services for all types of Flexible Spending Accounts and Commuter Benefits offered by the County. The TPA must demonstrate a proven and reliable process for contribution reconciliation, claims adjudication, and financial reporting. The TPA must also have the ability to interface and coordinate effectively with applicable County systems and departments.

At a minimum, the TPA will provide the following services:

- Claims Administration – End-to-end processing, adjudication, and reimbursement of all eligible FSA and commuter claims in compliance with applicable regulations.
- Web-Based Platform – A secure, user-friendly online portal and mobile access for account inquiries, claims submission, and real-time status tracking. For Commuter Benefits, the platform must also allow employee enrollment, changes and terminations. For FSA, the platform must be able to track employee and employer funding separately.
- Debit Card Solution – A customized, compliant debit card program that enables participants to access FSA and commuter funds at point of sale.
- Customer Service – A dedicated toll-free (800) number with knowledgeable representatives and defined service level standards.
- Communications and Materials – Dual-branded, clear, and compliant communication materials, including enrollment guides and educational content.
- Account Management – A dedicated account management team responsible for implementation, ongoing support, and performance management.

- Reporting and Analytics – Robust, customizable reporting capabilities, including standard and ad hoc reports to support program oversight, compliance, and decision-making.

C. **BACKGROUND**

The County of Alameda is the sixth-largest county in California, employing approximately 9,771 employees, of whom approximately 9,288 are benefits-eligible. The County serves a population of approximately 1.6 million residents across 738 square miles and includes 14 cities, including Oakland, Berkeley, Hayward, Fremont, Livermore, and Pleasanton. The western portion of the County is primarily urban, while the eastern region is more suburban and light industrial. The County's population is diverse in terms of race, ethnicity, religion, and socio-economic background.

Major County departments include, but are not limited to, the Alameda County Sheriff's Office, General Services Agency, Human Resource Services Department, Information Technology Department, Public Works Agency, Registrar of Voters, Health Care Services Agency, Child Support Services Department, Social Services Agency, Probation Department, and Public Defender.

The EBC within the Human Resource Services Department administers employee benefits programs and currently provides benefit information through an internal online intranet site. The County utilizes PeopleSoft/Oracle as its Human Resources Information System (HRIS) platform.

The County offers a comprehensive benefits program, including pre-tax benefits under Internal Revenue Code Sections [125](#), [132](#), and [137](#). These benefits include medical, dental, vision, voluntary employee life insurance, voluntary accidental death and dismemberment insurance, FSA, and Commuter Benefits. The historical and current employee enrollment in the FSA and Commuter Benefits are as follows:

Plan	2024 Enrollment	2025 Enrollment	2026 Enrollment
Healthcare	3,349	3,655	3,981
Dependent Care	289	296	321
Adoption Assistance	0	1	0
Commuter Benefits	433	467	510

Plan Year (1/1 to 12/31) Flexible Spending Accounts	# Claims Processed	Claims Dollars Paid
2023 - Health	40,203	\$2,857,830
2024 - Health	44,238	\$3,177,229

2025 - Health	48,373	\$3,704,249
2023 - DCAP	2,036	\$1,158,008
2024 - DCAP	1,266	\$1,098,696
2025 - DCAP	1,358	\$1,110,484
2023 - Adoption	1	\$6,000
2024 - Adoption	0	\$0
2025 - Adoption	0	\$0
<b>Plan Year (month to month) Commuter Benefits</b>	<b># Claims Processed</b>	<b>Claims Dollars Paid</b>
2023	15,129	\$520,699.60
2024	18,042	\$605,473.30
2025	19,838	\$657,747.74

FSA are offered through payroll deductions under IRS Code Section 125 and include Health Care, Dependent Care, and Adoption Assistance accounts for eligible expenses. Current annual employee contribution limits are up to \$3,300 for Health Care FSA, \$7,500 for Dependent Care FSA, and \$6,000 for Adoption Assistance FSA, subject to change based on IRS regulations.

The County also provides an employer credit ("County Allowance") that employees may apply toward eligible pre-tax benefits. In accordance with IRS Notice 2013-54, any remaining allowance may be applied to a Health Care FSA in most cases. Certain employee groups may allocate contributions across multiple FSA types based on eligibility. Any unused employer credit amounts are cashed out to employees on a bi-monthly per pay period basis. The County operates on a 26-pay-period calendar; however, benefit deductions and cash-outs are based on 24 pay periods.

In addition, the County offers a Commuter Benefits Program via payroll deductions under IRS Code Section 132(f), as amended by Section 910, PL105-78, for qualified mass transportation, parking, and vanpooling expenses. This allows employees to elect pre-tax payroll deductions for qualified transportation expenses. Current limits allow up to \$340 per month for transit and vanpooling expenses, \$340 per month for qualified parking, or up to \$680 per month for combined parking and transit expenses. Both amounts are subject to change.

Qualified mass transportation expenses can be reimbursed using debit cards, prepaid cards, vouchers, tokens, fare cards, or any items entitling a person to transportation on a mass transit facility such as (but not limited to) BART, MUNI, and AC Transit.

Qualified parking expenses are the costs for parking on or near a County business premises or at a location from which the employee commutes by car, bus, or train.



Qualified vanpooling is done in a “commuter highway vehicle,” defined as a vehicle with a seating capacity of six or more adults (not including the driver), and at least 80% of the annual mileage is for transporting employees between their residence and employer. Typically, there is a fee for using a vanpool service. The fee is a reimbursable commuting expense.

ConnectYourCare is the current administrator for the County’s FSA program, including Health Care FSA, Dependent Care Assistance Program, and Adoption Assistance accounts. WEX, Inc. is the current administrator for the County’s Commuter Benefits program, including Parking Program and Transit Program. The Contractor(s) will be expected to coordinate with the County and the incumbent vendors as necessary to support implementation and transition activities.

D. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder must be regularly and continuously engaged in the business of providing third party administrator services for flexible spending accounts and/or commuter benefits for at least five (5) consecutive years, which must be clearly stated or demonstrated in the bid response.
- b. Bidder’s Account Management Staff must have at least three (3) years of day-to-day experience providing administration of flexible spending accounts and/or commuter benefits, which must be clearly stated or demonstrated in the bid response and verifiable via resume.
- c. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

E. SPECIFIC REQUIREMENTS

The Contractor must:

1. Seamlessly transition County employees from the current FSA and Commuter Benefit Programs provider, in an organized, efficient manner, within sixty (60) days of any contract that may be awarded as a result of this RFP, with no break in service.

2. Provide administration of all flexible spending accounts and commuter benefits included in the Alameda County benefit offerings, including any future enhancements.
3. Administer a debit/credit card program for FSA and Commuter benefits with frequent claims and reimbursement processing.
  - a. Provide clear communications regarding the features and functionality of the debit/credit card.
  - b. Clearly explain all instances when the card may be used (pharmacy, doctor's office, vision provider, parking, transit, etc.).
  - c. Provide a minimum of two debit cards per account holder for reimbursement, at no additional cost to the participant.
4. Ensure that commuter benefit funds are made available only after payroll deductions have been collected and posted to the participant's account. Contractor must not permit reimbursement or spending of funds prior to posting and must prohibit use of future payroll deductions.
5. Maintain a fully automated claims adjudication system in compliance with electronic transmission standards and security requirements and all other regulations as required by the Health Insurance Portability and Accountability Act (HIPAA).
6. Ensure that the plan design, documentation, implementation, communication, and reporting are in compliance with all current applicable laws and regulations.
7. Manage participant account contributions.
  - a. Accept plan enrollment elections via electronic file transmission and post the elections to participant recordkeeping accounts.
  - b. Process payroll-deducted contributions on a semi-monthly basis over twenty-four (24) pay periods.
8. Process ongoing employee enrollment, terminations, and changes in a timely manner, in compliance with County eligibility rules and payroll calendar.
9. Allow eligible employees to enroll in Commuter Benefits at any time, in accordance with program rules.

10. Allow employees to modify reimbursement methods and payroll deduction amounts at any time, as permitted by regulations.
11. Eliminate terminated employees from the program and payroll deduction cycle as instructed by County staff.
12. Fund the program with semi-monthly deductions per paycheck per enrolled employee.
13. Accept and process participant claims, including direct participant submissions, and reimburse County employee's claims within seven (7) business days of receipt of a complete and valid claim. Reimbursements must be accompanied by individualized participant statements detailing claim and payment information and made available via direct deposit or check, as applicable.
14. Process all unpaid claims using funds collected from County employees to close out current and prior program years, as applicable.
15. Submit detailed monthly reconciliation reports to County staff, including enrollment, contributions, and reimbursement activity.
16. Provide participants with access to account statements and reporting, including claim activity, payment history, account balances, and transaction details.
17. Analyze program costs and provide recommendations for cost savings and program improvements.
18. Provide County-approved training and marketing materials in editable electronic formats that are printer-friendly so that it can be reproduced and distributed to County employees via mail, email, or at new hire orientation.
19. Provide hardcopy training materials for EBC training events and hardcopy marketing materials for the County's Annual Health Fairs (three (3) separate events attended by approximately 1,800 County employees).
20. Participate in approximately three (3) to six (6) annual County events that may be in person or virtual; including the County's Annual Health Fairs and other County events that focus on the "Sustainability" benefits of using mass transit, carpooling, and other environmentally friendly commuting options.
21. Collect, analyze, and report program data in comparison to industry standards, marketplace competitors, and best practices.

22. Accept Health FSA, Dependent Care Assistance Program (DCAP), Adoption Assistance participant, Commuter Benefits and employer pre-tax contributions via files transmitted from the County's PeopleSoft/Oracle Human Resource Information System.
  - a. Participant contributions are payroll deducted on a semi-monthly basis.
  - b. Files will be transmitted to the TPA and will be posted to the participant accounts by the applicable payroll date.
23. Administer plan provisions allowing prior plan year FSA claims to be processed by April 15th of the current year. After April 15th, forfeited contributions from the employer and participant will be returned to the employer after calendar year-end reconciliation.
24. Provide administrative services in compliance with Internal Revenue Code Sections [105](#), [125](#), [132](#), and [137](#).
25. Implement and maintain administrative, technical, and physical safeguards to protect County data in accordance with applicable security and privacy requirements.
26. Provide communication support for the FSA and Commuter Benefits Program, including project management, strategic communication planning, and development and editing of written and web-based information distributed to County employees.
27. Provide a toll-free (800) customer service number for participants and County staff, staffed by knowledgeable representative and supported by defined service level standards.
28. Provide basic graphic design services to support employee communications, either through Contractor staff or subcontractors.
29. Update County staff of any changes to applicable State and/or Federal laws and regulations related to the FSA and Commuter Benefits Program within five (5) business days of announcement.
30. Provide written analysis to County staff of how the proposed State and/or Federal legislative changes will affect the FSA and Commuter Benefits Program, including any proposed and required program modifications within ten (10) business days of announcement.

31. Provide research and timely responses to program-related inquiries from HRS/EBC staff.
32. Attend County meetings and presentations with County staff, as requested.
32. Assist County staff on technical issues affecting the administration and processing procedures of the FSA and Commuter Benefits Program.

F. DELIVERABLES / REPORTS

Contractor must provide monthly and end-of-contract term program activity reports to County staff in both hard copy and electronic formats, including, but not limited to, the following:

1. Employee-level data, including employee name, address, employee identifier, check digit (if applicable), and contribution amounts received and reimbursed, reported monthly and on a cumulative year-to-date basis.
2. Reconciliation reports that compare posted contributions to the number of enrolled participants and account balances.
3. Reports identifying lost and/or stolen reimbursement checks, including status and resolution.
4. Ad hoc reports, as requested by County staff.

G. BIDDERS CONFERENCE(S)/VENDOR OUTREACH

1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

**Microsoft Teams meeting**

**Join: [RFP 902768 Bidders Conference](#)**

**Meeting ID: 274 721 080 754 70**

**Passcode: Xc2km7km**

**Dial in by phone**

**[+1 415-915-3950,,913232703#](#) United States, San Francisco**

**[\(888\) 715-8170,,913232703#](#) United States (Toll-free)**

**[Find a local number](#)**

**Phone conference ID: 913 232 703#**

**Join on a video conferencing device**

**Tenant key: [alamedacountyca@m.webex.com](mailto:alamedacountyca@m.webex.com)**

**Video ID: 113 005 427 9 [More info](#)**

2. Vendor Outreach is usually conducted on Wednesdays at [Vendor Outreach Link](#) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [Upcoming Events](#) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
3. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
4. Bidders Conference(s) will be held to:
  - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP.
  - b. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
  - c. Provide the County with an opportunity to receive feedback related to this RFP.
5. The Bidders Conference(s) Attendees List will be released in a separate document.
6. Written questions submitted by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
7. Questions regarding these specifications, terms, and conditions are to be submitted in writing through the "Question & Answer" tab of this project in the [County of Alameda Procurement Portal](#) by 5:00 p.m. on the date specified in the Calendar of Events.
8. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

## II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

### H. EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.** Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process.** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and

optional vendor interview. The three (3) Bidders receiving the highest preliminary scores may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.

8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders' proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score.** The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for local preference and 5% for either Small and Local or Emerging and Local preference). Proposals will be ranked by their final scores.
  - a. Without Vendor Interview. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the references score added will be the final score.
  - b. With Vendor Interview. In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s), as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in



importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.

13. The zero to five-point scale range is defined as follows:

Score	Rating	Description
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in the disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable and likely to achieve all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC.
4	Above Average / Good	Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications.

14. The Evaluation Criteria and their respective weights are as follows:

<i>Criteria</i>	<i>Description</i>	<i>Weight</i>
A1.	<b>Completeness of Response:</b> Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may	Pass/Fail

	also be considered an incomplete response and may result in the disqualification of the Bidder.	
A2.	<b>Debarment and Suspension:</b> Bidders, its principal, and named subcontractors are not identified on the list of Federally debarred, suspended, or other excluded parties located at <a href="http://www.sam.gov/SAM">www.sam.gov/SAM</a> .	Pass/Fail
B.	<b>Cost:</b> The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder's total proposed cost. Cost evaluation points may be adjusted by considering: <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder's effort to meet requirements and objectives?).</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided? Is the price affordable to the County, including if costs exceed any budget contained in the RFP? ).</li> </ol>	20 Points
C.	<b>Description of Proposed Services and Customer Service:</b> Proposals will be evaluated considering the RFP specifications, Bidder's response submitted in the corresponding section of Exhibit A – Bid Response Packet, and the questions below: <ol style="list-style-type: none"> <li>1. How effective is Bidder's account management services in supporting the County's FSA and/or Commuter Benefits Program?</li> <li>2. How responsive is Bidder's customer service model, including availability of toll-free support and service level standards?</li> <li>3. How comprehensive are Bidder's communication and support services, including training, marketing materials, and participation in County events?</li> <li>4. How capable are Bidder's services for providing timely research, issue resolution, and ongoing support to HRS/EBC staff?</li> </ol>	15 Points
D.	<b>Description of Technical Solution and System Capabilities:</b> Proposals will be evaluated considering the RFP specifications, Bidder's response submitted in the	

	<p>corresponding section of Exhibit A – Bid Response Packet, and the questions below:</p> <ol style="list-style-type: none"> <li>1. How functional is Bidder’s proposed system, including the web-based platform, participant portal, and reporting tools?</li> <li>2. How effective is Bidder’s debit/credit solution for accessing FSA and/or commuter benefits?</li> <li>3. How secure is Bidder’s system, including compliance with HIPAA and data protection requirements?</li> <li>4. How compatible is Bidder’s system with the County’s PeopleSoft/Oracle HRIS and file transmission requirements?</li> </ol>	15 Points
E.	<p><b>Description of Administration and Operational Approach &amp; Relevant Experience:</b> Proposals will be evaluated considering the RFP specifications, Bidder’s response submitted in the corresponding section of Exhibit A – Bid Response Packet, and the questions below:</p> <ol style="list-style-type: none"> <li>1. How effective is Bidder’s approach to claims processing, including adjudication, timeliness, and reimbursement methods?</li> <li>2. How reliable is Bidder’s approach to enrollment processing, account maintenance, and participant account management?</li> <li>3. How accurate is Bidder’s approach to contribution processing, reconciliation, and funding of participant accounts?</li> <li>4. How feasible is Bidder’s transition and implementation plan to ensure continuity of services within the required timeframe?</li> <li>5. How compliant is Bidder’s approach to administering services in accordance with applicable laws and Internal Revenue Code requirements?</li> <li>6. How relevant is Bidder’s experience in administering FSA and/or Commuter Benefits program of similar size and complexity?</li> </ol>	25 Points
F.	<p><b>Reporting, Compliance, and Program Management:</b> Proposals will be evaluated considering the RFP specifications, Bidder’s response submitted in the</p>	

	<p>corresponding section of Exhibit A – Bid Response Packet, and the questions below:</p> <ol style="list-style-type: none"> <li>1. How comprehensive is Bidder’s reporting capability, including standard, ad hoc, and participant-level reporting?</li> <li>2. How effective is Bidder’s approach to reconciliation, data analysis, and program performance monitoring?</li> <li>3. How proactive is Bidder’s approach in identifying cost savings and program improvements?</li> <li>4. How responsive is Bidder’s approach to regulatory compliance, including updates and impact analysis of legislative changes?</li> </ol>	15 Points
G.	<b>References (See Exhibit A – Bid Response Packet)</b>	10 Points
L.	<p><b>Vendor Interview</b></p> <p>Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview.</p>	Vendor Interview may be used to revise / inform scores of criteria above
	<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>	
	<p><b>Local Preference:</b> Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.</p>	5%
	<p><b>Small and Local or Emerging and Local Preference:</b> Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s <u>final score</u> for purposes of award evaluation.</p>	5%

I. CONTRACT EVALUATION AND ASSESSMENT

1. During the initial 120-day period of any contract awarded, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.
2. The County reserves the right to determine, at its sole discretion, whether:
  - a. The Contractor has complied with all terms of this RFP and the contract; and

- b. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated. The Contractor must be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next qualified Bidder(s) to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so. The County's right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

J. NOTICE OF INTENT TO AWARD

1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

The Notice of Intent to Award/Non-Award will provide the following information:

- a. The name(s) of the Bidder(s) being recommended for contract award; and
  - b. The names of all other parties that submitted proposals.
2. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

K. BID PROTEST / APPEALS PROCESS

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA—Office of Acquisition Policy  
ATTN: Contract Compliance Officer  
1401 Lakeside Drive, 10<sup>th</sup> Floor, Oakland, CA 94612  
Email: [GSA-BidProtests@acgov.org](mailto:GSA-BidProtests@acgov.org)

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
  - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - c. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
  - d. The Contract Specialist will send a notification to Bidders if a protest is received.
2. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a

decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/ Non-Award will stand.

3. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: [OCCR@acgov.org](mailto:OCCR@acgov.org), unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
  - a. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
  - c. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
  - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
  - e. The finding of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller's OCCR will be furnished to the protestor.

- f. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
4. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder's failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. TERM / TERMINATION / RENEWAL

1. The contract term, which may be awarded pursuant to this RFP, will be three (3) years.
2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two-year.
3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor. In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

M. BRAND NAMES AND APPROVED EQUIVALENTS

1. Any references in this RFP, including Addendum and other documents, to manufacturers' trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is



not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:

- a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
  - b. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
  3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

N. QUANTITIES

Quantities listed herein are annual estimates based on past usage, and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

O. PRICING

1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
4. Taxes and freight charges:
  - a. All prices are to be Freight On Board (F.O.B.) destination. Any freight/delivery charges are to be included in the bid price.
  - b. The County is soliciting a total price for this project. The price(s) quoted must be the total cost the County will pay for this project, including all taxes (excluding Sales and Use taxes) and all other charges.
  - c. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose,

except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the bid proposal.

- d. Amount paid for the transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
  - e. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. If applicable, and upon request, the County will furnish an exemption certificate.
- 5. All prices quoted must be in United States dollars.
  - 6. Price quotes must include any and all payment incentives available to the County.
  - 7. In the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension, and the Bidder must honor the unit price quoted.
  - 8. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

P. AWARD

- 1. Most Responsive and Responsible Bidder(s)
  - a. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
  - b. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
  - c. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
- 2. Small Local Emerging Business (SLEB) Program

- a. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services.
  - b. As a result of the County's commitment to advancing the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:
    - (1) [Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
    - (2) [Alameda County SLEB Program Additional Information](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
  - c. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code: 524292.
  - d. A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.
  - e. An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.
  - f. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over \$25,000.
  - g. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
3. County Rights
- a. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct

minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity will be made solely at the discretion of the County.

- b. Any bid proposals that contain false or misleading information may be disqualified by the County.
- c. The County reserves the right to award to a single or multiple Contractors.
- d. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
- e. The County has the right to decline to award this contract or any part thereof for any reason.

4. Procedures

- a. Board approval to award a contract is required.
- b. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
- c. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the [Exceptions and Clarifications](#) form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

**[Alameda County Standard Services Agreement Template](#)**

[\[https://acgovt.sharepoint.com/:b/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3\]](https://acgovt.sharepoint.com/:b/s/GSADigitalLibrary/IQCjVXq3dT-NSaAUGCoWR-gjAbTNIS-exDZplo3UsNGxtOs?e=YoJGo3)

- d. The RFP specifications, terms, conditions, Exhibits, RFP Addenda, and Bidder's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

Q. METHOD OF ORDERING

- 1. A written Purchase Order (PO) will be issued after an executed contract and Board approval. If there is any conflict in terms of any PO and the executed

contract, the contract will control, even if a PO is issued later. Payment cannot be made to any Contractor until a PO is issued.

2. POs and payments for goods and/or services will be issued only in the name of the Contractor, as identified on the contract.
3. The Contractor must adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
4. Any change orders must be agreed upon in writing by Contractor and County and issued as needed by County.

R. INVOICING

1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
5. Contractor must utilize a standardized invoice format upon request.
6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
8. In the event the Contractor's performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

S. ACCOUNT MANAGER / SUPPORT STAFF

1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must be knowledgeable about the contract, products, and/or services offered and able to identify and resolve quickly any issues, including but not limited to order and invoicing problems.
3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the department to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

III. INSTRUCTIONS TO BIDDERS

T. COUNTY CONTACTS

1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.
2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
3. Contact Information for this RFP:  
  
N. Peng, Procurement & Contracts Specialist  
Alameda County, GSA-Procurement  
1401 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, CA 94612  
Email: [n.peng@acgov.org](mailto:n.peng@acgov.org)  
Phone: (510) 208-9636
4. The GSA Contracting Opportunities website and [County of Alameda Procurement Portal](#) will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the

website for any Addendums and other notices related to this RFP. Go to [Alameda County Current Contracting Opportunities](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/] and [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) [https://procurement.opengov.com/portal/acgov] to view the posting for this RFP and other current contracting opportunities..

U. SUBMITTAL OF PROPOSALS

1. Document Submittal

- a. All proposal documents must be completed, successfully uploaded, and submitted online through [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov) will not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
- b. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20 MB or less.
- c. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
- d. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary. The County will not be liable in any way for disclosure of any such records. Please refer to the County's website at [Alameda County Proprietary and Confidential Information Policies](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/].
- e. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
- f. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form(s) in [County of Alameda Procurement Portal](https://procurement.opengov.com/portal/acgov).

g.

2. Submissions Processes

- a. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
- b. Only one bid proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
- c. The final award information will be posted on the County’s “Contracting Opportunities” website and [County of Alameda Procurement Portal](#).
- d. The County reserves the right to reject any proposal.
- e. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.

3. Legal Requirements

- a. “In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder”. (California Government Code Section 4552).
- b. By submitting a bid proposal, the Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. Such actions may also be considered fraud and subject to criminal prosecution.



- c. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
- d. The Bidder, by submitting a proposal, certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).



## EXHIBIT A

### BID RESPONSE PACKET

#### INSTRUCTIONS

1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
4. The following pages require confirmation, declaration, and /or a signature (✍). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the [County of Alameda Procurement Portal](#) as part of Bidder's proposal.
  - a. Exhibit A – Bid Response Packet, [Bidder Acceptance](#)
  - b. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#)
  - c. Exhibit A – Bid Response Packet, [Small Local Emerging Business \(SLEB\) Information Sheet](#)
    - (1) [Must be signed by Bidder](#)
    - (2) [Must be signed by SLEB Partner](#) if subcontracting to a SLEB
5. Each page of the Bid Response Packet must be submitted through the [County of Alameda Procurement Portal](#) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked "N/A" or the bid proposal may be disqualified as incomplete.
6. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.

7. Excel Bid Form(s) must be submitted online through the [County of Alameda Procurement Portal](#).
8. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
9. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the [Exceptions and Clarifications](#) form of the Bid Response Packet.
10. Bidders must read all information and follow directions in the [County of Alameda Procurement Portal](#) project.
11. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
12. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



# **COUNTY OF ALAMEDA**

## **EXHIBIT A**

### **BID RESPONSE PACKET**

RFP No. 902768

Third-Party Administrator Services for  
Flexible Spending Accounts and  
Commuter Benefits

## BIDDER INFORMATION

Official Name of Bidder (Company):

Street Address Line 1:

Street Address Line 2:

City:

State:

Zip Code:

Webpage:

### Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Partnership

☐ Limited Liability Partnership

☐ Limited Liability Corporation

☐ Sole Proprietor

☐ Non-Profit

☐ Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

### Primary Contact Information:

Name / Title:

Telephone Number:

Alternate Number:

Email Address:

## BIDDER ACCEPTANCE

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - a. **General Requirements**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]
  - b. **Debarment & Suspension Policy**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]
  - c. **Iran Contracting Act (ICA) of 2010**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]
  - d. **General Environmental Requirements**  
[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]
  - e. **Alameda County SLEB Program Overview**  
[<http://acgov.org/auditor/sleb/overview.htm>]
  - f. **Alameda County SLEB Program Additional Information**  
[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
  - g. **First Source**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
  - h. **Online Contract Compliance System**  
[<http://acgov.org/auditor/sleb/elation.htm>]
4. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and any contract that is awarded.
5. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, the Bidder certifies that if awarded a contract, they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

6. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
7. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
8. The undersigned acknowledges **ONE** of the following (please check only one box):
- ☐ Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- ☐ Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
- Copy of a verifiable business license issued by the County of Alameda or a City within the County; and
  - Proof of six months of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
9. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

**BIDDER (COMPANY):** \_\_\_\_\_

**NAME/TITLE OF AUTHORIZED SIGNER:** \_\_\_\_\_

**SIGNATURE:**  \_\_\_\_\_ **DATE:** \_\_\_\_\_

## DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS \$25,000 AND OVER)

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Response on the signature portion thereof will also constitute the signature of this Certification.

**BIDDER (COMPANY):** \_\_\_\_\_

**NAME/TITLE OF AUTHORIZED SIGNER:** \_\_\_\_\_

**SIGNATURE:**  \_\_\_\_\_ **DATE:** \_\_\_\_\_



## SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

**Instructions:** On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

SLEB certification must be **valid** at the time of bid proposal submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, [GSA-OAP@acgov.org](mailto:GSA-OAP@acgov.org).

For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, [OCCR@acgov.org](mailto:OCCR@acgov.org), (510) 891-5500.

## SLEB INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the [Exceptions and Clarifications](#) section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

Bidders that are not certified SLEBS (for the definition of a SLEB, see [Alameda County SLEB Program Overview; \[http://acgov.org/auditor/sleb/overview.htm\]](#)) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economical, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime, and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with [Elation Systems; \[http://www.elationsys.com/elationsys/\]](#).

☐ **BIDDER IS A CERTIFIED SLEB (sign at bottom of page)**

SLEB BIDDER Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

NAICS Codes Included in Certification:

OR

☐ **BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT      % WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES:**

SLEB Subcontractor Business Name:

SLEB Certification #:

SLEB Certification Expiration Date:

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification:

SLEB Subcontractor Principal Name:

SLEB Subcontractor Principal Signature: 

**Upon award, Bidder (the Prime Contractor) and all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation, including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Prime Bidder Authorized Signatory Name/Title: \_\_\_\_\_ / \_\_\_\_\_

Street Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Bidder Signature:  \_\_\_\_\_ Date: \_\_\_\_\_

## BIDDER MINIMUM QUALIFICATIONS

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

1. Bidder is to provide documentation or certify that they have regularly and continuously engaged in the business of providing third party administrator services for flexible spending accounts and/or commuter benefits for at least five (5) consecutive years.

**Response:**

2. Bidder is to provide documentation or certify that their Account Management Staff have at least three (3) years of day-to-day experience providing administration of flexible spending accounts and/or commuter benefits.

**Response:**

3. Bidder must certify that they possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

**Response:**

**Maximum Length: None**

## BID FORM(S)

**Instructions:** Bidders must use the **separate County provided Excel Bid Form(s)**.

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED BID FORM(S). NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on **Excel Bid Form(s)** are estimates only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bidders may submit proposals for:

- Flexible Spending Account (FSA) Administration Services only;
- Commuter Benefits Administration Services only; or
- Both FSA and Commuter Benefits Administration Services as a bundled solution.

**Bidders submitting proposals for only one service category must complete and submit the corresponding pricing table for that category. Bidders submitting proposals for both service categories must complete and submit the FSA pricing table, the Commuter Benefits pricing table, and the bundled FSA and Commuter Benefits pricing table.**

The County reserves the right, at its sole discretion, to:

- Award separate contracts for FSA Administration Services and Commuter Benefits Administration Services to different Bidders based on the highest-ranked proposal for each respective category; or
- Award a single contract for bundled FSA and Commuter Benefits Administration Services to the highest-ranked Bidder under the bundled proposal category.

**Proposals will be evaluated separately according to the service category or categories for which the Bidder submits a proposal. FSA-only proposals will be evaluated against other FSA proposals; Commuter Benefits-only proposals will be evaluated against other Commuter Benefits proposals; and bundled FSA and Commuter Benefits proposals will be evaluated as a separate category. Final award determination will be made in the best interest of the County.**

By submission through the [County of Alameda Procurement Portal](#), Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the [County of Alameda Procurement Portal](#) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

## TABLE OF KEY PERSONNEL

**Instructions:** Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. The person's relationship with Bidder, including job title and years of employment with Bidder.
2. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.

If a Bidder collaborates with any other partners or subcontractors, the Bidder must identify all key personnel, subcontractors, subcontractor qualifications, and how they plan to work together. Bidder must identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

**The résumé must clearly demonstrate, or be accompanied by a certification, that Bidder's Account Management Staff have at least three (3) years of day-to-day experience providing administration of flexible spending accounts and commuter benefits.**

### Response:

**Maximum Length:** There is no limit to the table. There is, however, a 5-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.

## DESCRIPTION OF PROPOSED SERVICES AND CUSTOMER SERVICE

**Instructions:** Bidder is to provide a **Description of Proposed Services and Customer Service**.

The *Description of Proposed Services and Customer Service* must describe the overall services and/or program. The Bidder must address how they will meet or exceed each requirement listed in Section E (Specific Requirements) and Section F (Deliverables/Reports).

At a minimum, the Bidder must include the following details:

1. Describe Bidder's proposed account management services in supporting the County's FSA and/or Commuter Benefits Program.

**Response:**

2. Describe Bidder's proposed customer service model, including availability of toll-free support and service level standards.

**Response:**

3. Describe Bidder's proposed communication and support services, including training, marketing materials, and participation in County events.

**Response:**

4. Describe Bidder's proposed services for providing timely research, issue resolution, and ongoing support to HRS/EBC Staff.

**Response:**

5. Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the [Exceptions and Clarifications](#) form. **The County is under no obligation to accept any exceptions or clarifications, and any such exceptions and clarifications may be a basis for bid disqualification.**)

**Maximum Length: None**

## DESCRIPTION OF TECHNICAL SOLUTION AND SYSTEM CAPABILITIES

**Instructions:** Bidder is to provide a **Description of Technical Solution and System Capabilities**.

At a minimum, the Bidder must include the following details:

1. Describe Bidder's proposed system, including the web-based platform, participant portal, and reporting tools.

**Response:**

2. Describe Bidder's debit/credit card solution for accessing FSA and/or commuter benefits.

**Response:**

3. Describe Bidder's system security, including compliance with HIPAA and data protection requirements.

**Response:**

4. Describe Bidder's system compatibility with the County's PeopleSoft/Oracle HRIS and file transmission requirements.

**Response:**

**Maximum Length: None**



## DESCRIPTION OF ADMINISTRATION AND OPERATIONAL APPROACH & RELEVANT EXPERIENCE

**Instructions:** Bidder is to provide a **Description of Administration and Operational Approach & Relevant Experience**.

At a minimum, the Bidder must include the following details:

1. Describe Bidder's approach to claims processing, including adjudication, timeliness, and reimbursement methods.

**Response:**

2. Describe Bidder's approach to enrollment processing, account maintenance, and participant account management.

**Response:**

3. Describe Bidder's approach to contribution processing, reconciliation, and funding of participant accounts.

**Response:**

4. Describe Bidder's transition and implementation plan to ensure continuity of services within the required timeframe.

**Response:**

5. Describe Bidder's approach in administering services in accordance with applicable laws and Internal Revenue Code requirements.

**Response:**

6. Describe Bidder's relevant experience administering FSA and/or Commuter Benefits Program of similar size and complexity, including examples of comparable clients.

**Response:**

**Maximum Length: None**

## REPORTING, COMPLIANCE, AND PROGRAM MANAGEMENT

**Instructions:** Bidder is to provide a description of **Reporting, Compliance, and Program Management**.

At a minimum, the Bidder must include the following details:

1. Describe Bidder's reporting capability, including standard, ad hoc, and participant-level reporting.

**Response:**

2. Describe Bidder's approach to reconciliation, data analysis, and program performance monitoring.

**Response:**

3. Describe Bidder's approach in identifying cost savings and program improvements.

**Response:**

4. Describe Bidder's approach to regulatory compliance, including updates and impact analysis of legislative changes.

**Response:**

**Maximum Length: None**

## REFERENCES

**Instructions:** On the following page is the template that Bidders are to use for providing references. Bidders are to provide a list of three (3) references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

**Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.**

Bidders should verify that the contact information for all references provided is current and valid. If a reference cannot be contacted, it may affect the qualification and scoring of the Bidders' bid proposals.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all the references provided in order to determine items such as Bidders' years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

## REFERENCES

**RFP No. 902768**

### **Third-Party Administrator Services for Flexible Spending Accounts and Commuter Benefits**

**Bidder Name:** \_\_\_\_\_

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

Company Name:

Contact Person:

Telephone Number:

Address:

City, State, Zip:

Services Provided / Date(s) of Service:

## EXCEPTIONS AND CLARIFICATIONS

**Instructions:** Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS; ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID PROPOSAL DISQUALIFICATION.**

Reference to:	Description
Page No. / Section / Item No.	

\*Use additional pages as necessary

## **INSURANCE REQUIREMENTS**

**Instructions:** Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFP:

**SEE NEXT PAGE FOR COUNTY OF ALAMEDA  
MINIMUM INSURANCE REQUIREMENTS**

## **COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

<b>TYPE</b>	<b>INSURANCE COVERAGES</b>	<b>MINIMUM LIMITS</b>
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

E	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of <b>both</b> CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <b>and</b> CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</li> </ol>
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