

Date: January 4, 2024

To: JLMBC

From: Staff

Subject: **Request for Proposals for Health and Dependent Care Spending Account Services (HDCSA RFP)**

**JLMBC MEMBERS:**  
Employee Organizations  
**David Sanders, Chairperson**  
**Marleen Fonseca, First Prov. Chairperson**  
 Chad Boggio  
 Esteban Lizardo  
 Lisa Palombi

Management  
**Dana Brown, Vice-Chairperson**  
**Tony Royster, Second Prov. Chairperson**  
 Matthew Rudnick  
 Matthew Szabo  
 Holly Wolcott

**RECOMMENDATION**

That the JLMBC approve:

- (a) the proposed Request for Proposal for Health and Dependent Care Spending Account Services, subject to final approval by the City Attorney; and
- (b) execution of the “Pledge Form Regarding Conflict-of-Interest, Confidentiality and Proposer Communications” for use by JLMBC members (voluntary) and City staff (mandatory) involved in the Health and Dependent Care Spending Account Services development and review process.

**DISCUSSION**

**A. Request For Proposals Process Update**

The draft HDCSA RFP will continue the recent updates made by EBD to the RFP process and format which were proposed to streamline efforts for both EBD staff and prospective proposers. These efforts included:

Exemption of Business Inclusion Program (BIP) Requirement	Staff is seeking approval of an exemption from BIP, under Executive Directive 14 (Villaraigosa Series). This exemption identifies that subcontracting opportunities do not exist for this requested service, and thereby removes a very large amount of requirements from the RFP process.
Exemption of Local Business Preference Program (LBPP) Requirement	This exemption would identify that current Bureau of Contract Administration procedures prevent non-profits from obtaining local business certificates, and thereby prevent them

	from receiving the LBPP scoring benefits. By removing LBPP from the RFP, both non-profit and for-profit businesses are treated equally during evaluation.
Reduction of redundancies and simplification of requirements	This effort reduces the amount of standard requirements and paperwork required of each prospective bidder. The previous “Part B” section contained 15 attachments. These requirements are now reduced to six (6) items.
Reorganization of RFP Contents	This effort reorganizes the sections of the RFP, making it clear to prospective bidders which items are required for submitting a proposal and which items are only required of the winning bidder.

The above items are incorporated into the draft HDCSA RFP (**Attachment A**). As requested by the JLMBC at its December 1, 2022 meeting, the pre-proposal conference will remain as a mandatory attendance requirement for all prospective bidders.

**B. Health And Dependent Care Spending Account Services Background**

The LAwell Program’s Healthcare Flexible Spending Account and Dependent Care Reimbursement Account benefits offer eligible participants the ability to set pre-taxed dollars into a special account for the purchase or reimbursement of qualified items, pursuant to the provisions of the Internal Revenue Code (IRC). Participation in these tax-advantaged accounts is “use it or lose it”, and all pre-tax money deferred during a tax year must be used by the end of the tax year. Any funds not used are forfeited to the plan. The IRC does allow for a grace period option which the LAwell plan adopted a few years ago and which gives participating members an additional two and a half months to use their funds before the remaining balance is forfeited. Participating members also have through the end of the month of April to submit their claims for reimbursement for qualified expenses made by March 15<sup>th</sup>.

Participation in Health and Dependent Care Spending Accounts are not limited to the LAwell Programs approximately 26,000 civilian members. The approximately 12,000 sworn employees of the Los Angeles Police and Fire Departments are also able to participate.

The LAwell Program current contracts with Health Equity, the parent company of Wageworks, for administration of Health and Dependent Care Spending Accounts. Wageworks has been the recordkeeping system of the City’s Health and Dependent Care Spending Accounts for many years, and also provides recordkeeping services for two commuter accounts: Transit Spending Accounts and Parking Spending Accounts. Employees who participate in any account currently experience paying one administrative fee of \$1.50 per paycheck up to \$3 per month. Employees

access their Wageworks account to submit and process their reimbursement claims, and they can also make certain health related and transit related purchases.

One of the most notable items that the HDCSA RFP is looking for is options to improve member education and customer support services. The IRC rules behind the reimbursement claim process for eligible purchases are quite complicated, and making sure that members are fully informed on how to successfully use their accumulated account balances is as important as reminding a member that they have an account balance. Currently, the call center that services the LAwell Programs account is a general group call center for all of Health Equity's clients who lack experience and knowledge with the specifics of the City of Los Angeles and its health plans.

In addition, the HDCSA RFP will be seeking improvements to the data exchanges between the recordkeeping for the Health and Dependent Care Accounts, the enrollments system where participants elect to participate in an account, and the City's current and future payroll systems where elections are deferred. These improvements will seek to improve and automate reconciliation between what an employee elects to contribute and what they actually contribute. Currently, this reconciliation process is manually done by LAwell staff.

Historically, the LAwell Programs Third Party Administrator, TELUS Health, has been the recordkeeping system that records enrollment into all four of these tax-advantaged spending accounts. However, the LAwell Program and the JLMBC are not the authority over the Transit and Parking benefits, and the inclusion of these benefits into the LAwell program's enrollment system creates a level of confusion for some employees. The Employee Benefits Division's Commute Options and Parking Section is currently drafting a separate Request for Proposals for Transit and Parking Spending Accounts (TPSA RFP). Prospective bidders will have the ability to bid on both Requests for Proposals – HDCSA RFP and TPSA RFP – and to offer bundled pricing for joint services. Each Request for Proposal is independent and will be scored separately, with the evaluation findings of the HDCSA RFP returning to the JLMBC.

### **C. Draft HDCSA RFP Services Questionnaire Workbook**

As reported to the JLMBC at its November 2, 2023 meeting and referenced in the narrative above, the HDCSA RFP seeks to ask prospective bidders how they can improve services in the following areas:

- IMPROVE INTEGRATION WITH CURRENT/FUTURE SYSTEMS: Improve file feeds between systems and the resulting actions
  - o Aimed at providing a better benefit experience. Currently a lot of manual manipulation by EBD staff is required for multiple reasons throughout the year, including account reconciliations for what members pledged to contribute versus what they actually contributed. Staff hopes to automate these processes as much as possible.
- DEDICATED CALL CENTER/ONLINE ACCOUNT IMPROVEMENT
  - o Aimed at providing a better benefit experience for members.

- EDUCATION/COMMUNICATION ENHANCEMENTS
  - o Aimed at providing a better benefit experience

Staff has been working with the JLMBC’s benefits consultant, Keenan, to develop the Health and Dependent Care Spending Account Program’s questionnaire workbook (**Attachment B**). The goal of the questionnaire workbook is to extract the necessary information that will allow the City to evaluate the proposers’ qualifications to provide the LAwell Program with the successful administration of Health and Dependent Care Spending Accounts. The workbook is arranged into separate tabs to better organize the collection of information from prospective vendors. Each tab of questionnaire workbook relates to a specific question of the questionnaire, with the majority of question responses being rated. The questionnaire is arranged into four categories that aims to assess unique services and qualities. The table below provides a brief description of what each category will investigate and how the section will be weighted for evaluation.

Category	Subcategory	Number of Questions	Number of Rated Questions
Organizational Background, Financial Strength, Experience	Overview	26	0
	Experience		
	References		
	Regulatory Compliance		
	Financial Strength		
The category seeks an overview of the current and future status of the company’s experience with current and past public sector clients, the ability to maintain federal regulatory practices, and any involvement in litigations.			
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	120	120
	Direct Staffing/Support		
	Claims Processing		
	Compliance		
	Participant Education/Communications		
	Website		
This category seeks to find the proposer’s ability to provide service agreements and reporting for the City of Los Angeles, if the proposer can provide 100% direct staffing support and whether the proposer can accept specific file formats and fields that are needed to better support eligibility and reconciliation.			
Member Services	Access	20	20
	Call Center		
	Quality Assurance Process and Programs		
	Member Satisfaction		
This category seeks to find the proposer’s ability to process claims and maintain customer service guarantees, and create online communication tools for members.			
Financial Cost	Proposal Terms and Underwriting	14	11
	Cost		
The category requests that proposers confirm underwriting assumptions and completion of workbook sections for cost and performance guarantees.			
<b>TOTAL QUESTIONS</b>		All Questions	<b>Rated Questions</b>
		180	<b>151</b>

### Scoring

The HDCSA RFP will continue to utilize a combination of qualitative and quantitative scoring methods. The mixed use of both methods will allow the evaluation committee to provide a more efficient way of scoring.

### D. Pledge Form Regarding Conflict of Interest, Confidentiality and Proposer Communications

The Personnel Department’s Employee Benefits Division conducts a large volume of procurements for the LAwell Program, Deferred Compensation Plan, and other programs. The Division’s objectives are to ensure procurement processes and contract decision-making are conducted strictly and solely in the best interests of participants in these programs. City procurement processes are frequently of keen interest to the vendor community and may be highly competitive. To help protect the integrity and transparency of the decision-making process, staff recommends that the JLMBC adopt a Pledge Form Regarding Conflict of Interest, Confidentiality, and Proposer Communications (**Attachment C**), for execution by all JLMBC members and City staff involved in the development process for this procurement.

Relative to contacts with potential proposers, it should be noted that contacts and conversations may occur at events such as conferences or similar events and these would not be considered prohibited so long as there is no discussion around marketing the proposer’s services or the City’s procurement process. In general, however, once an RFP window has opened, it is advisable for JLMBC and staff members to avoid non-public conversations or other communications wherever possible, even if the subject matter is unrelated to an upcoming procurement, as such communications may present the appearance or suggestion of a prohibited discussion.

Execution of the Pledge Form is not required on the part of the JLMBC as a body or any individual member. However, Personnel Department staff participating in selection processes will be required by the Personnel Department General Manager to complete the Pledge Form. Upon approval of the execution of the Pledge Form for this procurement, staff will proceed to collect the executed forms from those JLMBC members completing them.

### E. Proposed HDCSA RFP Schedule

The following project plan summary provides the tentative timeline for the development, issuance, review, evaluation, and selection of the draft RFP:

Month(s)	Action	Status
December 2023	Develop draft Health and Dependent Care Spending Account Services RFP	<b>Completed</b>
December 2023	JLMBC review and approval of Health and Dependent Care Spending Account Services RFP	
December 2023	Finalize and Release RFP	
February 2024	Response Due Date	

February - April 2024	Response Evaluation	
May - June 2024	Provider Selection and 2025 LAwell Program adoption	
July - September 2024	Implement programming for Open Enrollment	
December 2024	Execute contracts	
January 1, 2025	Services Begin	

As noted previously, this HDCSA RFP will be posted simultaneously with a separate TPSA RFP and bidders will have the explicit ability to bid on both services. Therefore the timeline for both RFPs will need to be identical. However, LAwell Program adoption of the 2025 plan year by June of 2024 cannot be moved and final selection of both RFPs is targeted to take place in the May to June 2024 timeframe. Staff believes that the targeted December 2023 release and additional components of the above timeline provide sufficient allowance for these two processes to be successfully completed on schedule. That said, due to the complexity of information and quantity of reports that are planned for the JLMBC in relation to the adoption of the 2025 plan year, there is still a chance that additional special meetings of the JLMBC may be needed in May and June of 2024.

**F. Conclusion/Recommendation**

Staff recommends that the JLMBC approve the proposed Request for Proposal for Health and Dependent Care Spending Account Services. The Employee Benefits Division - in partnership with the Personnel Departments Administrative Services Division - believes it has created an improved vendor experience which we hope will entice more companies to submit their proposals and which also provides ease and efficiency for staff. However, if substantial revisions of the proposed RFP are requested by the JLMBC, a revised version can be brought back at the JLMBC's next meeting in January.

Upon approval of the JLMBC, staff and its consultant Keenan will work to finalize the Request for Proposals for release, and staff will work with the Personnel Departments Administrative Services Division and the City Attorney to ensure the Request for Proposal is fully compliant with all of the City's provisions and requirements before it is officially released on the City's procurement system: RAMPLA.ORG.

Submitted by: \_\_\_\_\_  
Karina Aguiar, Benefits Analyst

\_\_\_\_\_  
Chuong Tran, Sr. Benefits Analyst II

Approved by: \_\_\_\_\_  
Paul Makowski, Chief Benefits Analyst





# RFP

REQUEST FOR PROPOSAL

FOR  
HEALTHCARE FLEXIBLE  
SAVINGS ACCOUNT  
AND  
DEPENDENT CARE  
REIMBURSEMENT ACCOUNT  
ADMINISTRATIVE  
SERVICES

RFP RELEASE DATE  
DECEMBER XX, 2023

**DRAFT**

This Request for Proposals (RAMP ID \_\_\_\_\_) is for a service provider to provide Healthcare Flexible Spending and Dependent Care Reimbursement account services only. Transit Spending and Parking Spending Account services are being solicited through a separate Request For Proposals (RAMP ID: \_\_\_\_\_). Proposers wishing to submit a proposal for all four services should respond to both RFPs (1) RAMP ID \_\_\_\_\_ and (2) RAMP ID \_\_\_\_\_.

Prevention. Protection. Care.



## SNAPSHOT

RFP# – [INSERT RAMP ID #]

Important Dates – See RFP Section 1.4

Possible Contract Term – See RFP Section 1.2

Minimum Qualifications of Proposer – See RFP Section 2.3

Requirements for Proposal Submission – See RFP Section 3.2

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**Attachment B: Professional Services Agreement**

Exhibit A – Standard Provisions for City Contracts (revised 9/22 [v.1][EBD])

Exhibit 1: Insurance Requirements

Exhibit C – Confidentiality Agreement

Exhibit D – Pop-up Clinic Agreement

**Attachment C: Professional Services Agreement Declaration**

**Exhibit 00:** Contract Compliance Submittal Checklist

**Exhibit 01:** Los Angeles Residence Information

**Exhibit 02:** Declaration of Non-Collusion

**Exhibit 03:** Contractor Responsibility Ordinance

**Exhibit 04:** Municipal Lobbying Ordinance

**Exhibit 05:** Contributions and Fundraising Restrictions Ordinance

**Exhibit 06:** CA Iran Contracting Act of 2010

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# SECTION 1

## INTRODUCTION/TIMELINE

### 1.0 INTRODUCTION

The Personnel Department of the City of Los Angeles (“City”) is seeking proposals from qualified and experienced vendors to provide Tax Advantaged Spending Accounts Program administrative services for its Healthcare Flexible Spending Accounts (HCFSA) and Dependent Care Reimbursement Accounts (DCRA). The mission of this procurement is to identify the service provider(s) who can best support the LAwell Employee Benefits Program population by:

- Providing effective member self-service tools.
- Providing efficient, cost effective, and high quality service administration of tax-advantaged spending accounts for City employees;
- Developing and implementing strategies to increase employee participation in the spending account options;
- Communicating with and assisting members in navigating benefit and service complexity; and
- Providing support services that effectively integrate with the Benefits Program and engage its membership

The City is also seeking proposals from qualified and experienced vendors to provide similar ancillary Tax Advantaged Spending Accounts Program administrative services but for its Transit Spending Accounts (TSA) and Parking Spending Accounts (PSA).

### 1.1 DEFINITIONS OF TERMS

The following terms used in the RFP documents shall be defined as follows:

- **“Agreement”** or **“Contract”** will mean the contract to be entered between the City and the selected Proposer(s) as a result of this RFP and is synonymous with “Professional Services Agreement”
- **“Bidder”** or **“Proposer”** will mean the entity that responds to the Request for Proposal.
- **“BCA”** will mean Bureau of Contract Administration
- **“BTRC”** will mean Business Tac Registration Certificate
- **“City”** will mean the City of Los Angeles.
- **“Civilian”** will mean the City’s workforce comprising all employees who are neither Sworn Police or Fire employees nor employees of the Department of Water and Power.
- **“Contractor or Vendor”** will mean the individual, partnership, corporation or other entity to which a contract is awarded.
- **“Contract Administrator”** will mean the City’s Personnel Department.
- **“Contracting Authority”** will mean the City’s Personnel Department and is synonymous with the term **“Awarding Authority.”**
- **“Department”** will be considered synonymous with the City’s Personnel Department.
- **“DCRA”** will mean Dependent Care Reimbursement Account.
- **“DBWCO”** will mean Disclosure of Boarder Wall Contracting Ordinance.

- **“Employee Benefits” or “EBD”** means the Employee Benefits Division of the City of Los Angeles, Personnel Department.
- **“FSA”** will mean Flexible Spending Account.
- **“HCFSA”** will mean Healthcare Flexible Spending Account.
- **“JLMBC”** will mean the City’s Joint-Labor Management Benefits Committee.
- **“LAWell Benefits Program”** will mean the City’s benefits program for its Civilian and other eligible employees and is synonymous with the term **“LAWell Program.”**
- **“LWO”** will mean Living Wage Ordinance
- **“MOU”** will mean a Memorandum of Understanding, or collective bargaining agreement, to which an employee labor organization and the City are both parties.
- **“Non-Represented”** will mean an employee who is not represented by a City employee bargaining unit.
- **“PaySR”** will mean the City of Los Angeles payroll system for its Civilian and Sworn workforce.
- **“Proposer”** will mean a firm submitting a proposal pursuant to this Request for Proposal and will be synonymous with the term **“Vendor.”**
- **“PSA”** will mean Parking Spending Account.
- **“Represented”** will mean an employee who is represented by a City employee bargaining unit.
- **“RAMP” or “RAMPLA”** will mean Regional Alliance Marketplace for Procurement.
- **“RFP”** will mean this Request for Proposal for contracted services issued by the City.
- **“RFP Administrator”** will mean the City’s Personnel Department staff member administering the RFP.
- **“SDO”** will mean Slavery Disclosure Ordinance.
- **“TSA”** will mean Transit Spending Account.
- **“Workday”** will mean the new City of Los Angeles payroll system that is currently in development for its Civilian and Sworn workforce and intended to replace **“PaySR”**.

## 1.2 CONTRACT TERM

The term of any contract(s) awarded pursuant to this RFP shall be for a period of three (3) years with an option for up to two (2) additional one (1) year extensions, to be executed at the City’s sole discretion, providing for a maximum contract term of up to five (5) years. The City may, at its sole discretion, seek to extend the term of the contract beyond the initial three-year term.

## 1.3 RFP CONTACT INFORMATION

The Personnel Department and staff are committed to ensuring that all business transactions, including procurement processes, are based strictly on integrity, competence, merit, and benefit to City employees. As a matter of policy and consistent with the City’s ethics rules, Personnel Department staff will not communicate with current or prospective Vendors or their representatives, or any other person or organization, for the purpose or intent of having a particular Vendor secure or maintain a contract or business with the City, or otherwise realize financial gain from the City, whether during or outside of a procurement process.

In support of this, and to ensure the transparency and objectivity of this procurement process, all communications and questions regarding or related to the services included in this RFP should be directed to the RFP Administrator. All questions and responses to questions, or any other changes to or interpretation of the RFP, will be posted online at [www.RAMPLA.org](http://www.RAMPLA.org).

Questions regarding certain General Contracting Requirements may also more appropriately be directed to the City department responsible for the particular requirement, as specified within Section 3 of this RFP.

## 1.4 PROPOSAL TIMELINE AND PRE-PROPOSAL CONFERENCE

The City intends to award a contract, in a form approved by the City Attorney, to the selected Proposer. Written proposals submitted to the City shall constitute a legally binding contract offer and shall remain open for twelve (12) months. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material.

### 1.4.1 PROPOSAL TIMELINE

Following is the current timeline for the RFP process. The City reserves the right to adjust this schedule. Changes to the timeline, if any, will be posted online as an RFP Addendum.

Proposal Dates	Event
12/XX/2023	RFP released
1/XX/2024	Initial deadline for receiving written questions by 4:00 p.m. PST
2/XX/2024	<p>MANDATORY Pre-Proposal Conference at 1:00 p.m. to 2:45 p.m. PST - Held via Teleconference</p> <p>Attend via Zoom - Visit: <a href="#">[URL]</a>- - Meeting ID: XXX XXXX XXXX</p> <p>Attend via Telephone Only* - Dial: Dial by your location +1 669 900 6833 US (San Jose) +1 346 248 7799 US (Houston) +1 253 215 8782 US (Tacoma) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) - Meeting ID: XXX XXXX XXXX</p> <p>RFP presentation materials can be downloaded from <a href="http://www.RAMPLA.org">www.RAMPLA.org</a>. It is recommended that the materials be downloaded prior to the start of the pre-proposal meeting.</p>
02/XX/2024	Deadline for receiving written questions regarding the RFP is 4:00 p.m. PST
02/XX/2024	<b>RFP responses due by 3:00 p.m. PST to the RFP Administrator via email as identified on page 2 of this RFP.</b>
March - May, 2024	RFP evaluations
May 1, 2024	Target date for Proposer selection and start of contract negotiations
December 31, 2024	Target date for executing contract
January 1, 2025	Target date for commencement of services

#### 1.4.2 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory Pre-Proposal Conference (Conference) will be held to provide information regarding the RFP requirements and answer questions from prospective Proposers regarding this RFP. Program and contract professionals are encouraged to attend. Department staff will not provide assistance regarding a Proposer's individual RFP response. Proposers failing to attend the mandatory Pre-Proposal Conference will not be allowed to submit a bid for further consideration.

The Conference has been scheduled pursuant to the schedule noted in the Proposal Timeline. Potential Proposers may participate virtually via Zoom or by calling-in to the Conference. Participants will be asked to identify themselves by name and firm. If you intend to participate by telephone, please pre-register by contacting the RFP Administrator by the deadline noted in the Proposal Timeline.

**Attendance will be taken at the conference. Failure to attend the conference will invalidate your attendance and deem you unresponsive.**

**It is to your benefit to have your own copy of the RFP, particularly the City's General Contracting requirements, to the Conference if attending in-person.** Copies will not be provided at the Conference. All documents will be available on [www.RAMPLA.org](http://www.RAMPLA.org) prior to the start of the Conference.

**Note:** *Conference date, time, and attendance information is subject to change. All updates will be posted at [www.RAMPLA.org](http://www.RAMPLA.org).*

#### 1.4.3 AMERICANS WITH DISABILITIES ACT

As covered under Title II of the Americans with Disabilities Act ("ADA"), the City does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its proposals, programs, services, and activities. If an individual with a disability requires accommodations to attend the Conference, please contact the Contract Administrator at least five working days prior to the scheduled event.

#### 1.5 QUESTIONS REGARDING THE RFP

All questions regarding the RFP shall be submitted via e-mail to the RFP Administrator. Please identify the RFP title on the subject line of your message. Each submitted question should also identify the RFP section and page number, or the relevant contracting provision.

To maximize the effectiveness of the Conference, to the extent possible, Proposers should provide questions in writing via email to the RFP Administrator prior to the Conference in accordance with the initial deadline noted in the Proposal Timeline. This will enable the Department to prepare responses in advance.

The City will make every effort to respond to all written questions as soon as practical. All questions and responses to questions, or any other changes to or interpretation of the RFP, will be posted online



at [www.RAMPLA.org](http://www.RAMPLA.org). Any such changes or interpretations shall become a part of this RFP and may be incorporated into any Contract awarded pursuant thereto.

## 1.6 RFP PROPOSAL SUBMISSION DEADLINE

Responses to this RFP must be submitted by electronic copy and must be received by the RFP Administrator by the Proposal Submission Deadline identified at the beginning of this RFP and in the Proposal Timeline. Late responses (i.e. proposals received after the Proposal Submission Deadline) will not be considered. The City encourages all Vendors to submit their proposals ahead of the Proposal Submission Deadline to provide sufficient time for delivery and resubmission for unforeseen issues. The City reserves the right to extend the Proposal Submission Deadline should this be in the interest of the City.

RFP responses must also be submitted by the Proposal Submission Deadline to the RFP Consultant. The contact information for both the RFP Administrator and RFP Consultant are identified on page 2 of this RFP.

**DRAFT**

# SECTION 2

## POPULATION PROFILE & SCOPE OF SERVICES

### BACKGROUND INFORMATION

#### 2.0 OVERVIEW

The City of Los Angeles LAwell Benefits Program is offered to eligible full-time and half-time employees of the City of Los Angeles Civilian employee population. The City offers its Civilian LAwell Benefits Program (“LAwell Program”) under Internal Revenue Code (IRC) Section 125. The LAwell Program includes approximately 25,000 City employees and their 32,000 dependents. The LAwell Program uses combined employer and employee contributions to pay for health insurance premiums to its medical service providers, as well as combined contributions to pay for other LAwell Program service providers (dental, vision, life, disability, & AD&D). Additional information about the LAwell Program can be found at <https://www.keepinglawell.com>.

The City of Los Angeles offers the following four separate tax advantaged plans to its LAwell Eligible civilian employees (approximately 26,000 employees) and to its sworn employees (approximately 12,000 employees):

- Healthcare Flexible Spending Account (HCFSA);
- Dependent Care Reimbursement Account (DCRA);

**This Request for Proposals (RAMP ID \_\_\_\_\_) is for a service provider to provide HCFSA and DCRA account services only. TSA and PSA services are being solicited through a separate Request For Proposals (RAMP ID: \_\_\_\_\_). Proposers wishing to submit a proposal for all four services should respond to both RFPs (1) RAMP ID \_\_\_\_\_ and (2) RAMP ID \_\_\_\_\_.**

#### 2.1 BENEFITS ELIGIBILITY

##### Full-time and Half-time Employees

The LAwell eligible population includes all regular, full-time and half-time civilian City employees, elected officials, and members of the Board of Public Works if they meet the following three requirements:

1. Full-time employees are paid at least 40 hours (half-time employees are paid at least 20 hours) per pay period of qualifying hours (such as HW, SK, VC, HO, etc.), or the number of hours of qualifying work time specified by their Memorandum of Understanding (MOU); and

2. They are contributing members of the Los Angeles City Employees' Retirement System (LACERS) or are a Port Police Officer (MOU 27 or 38) or Airport Police Officer (MOUs 30, 39, or 40), and are a member of the Fire & Police Pension System; and
3. Are eligible for membership in one of the employee representation units for which the civilian benefits program (LAWell program) has been negotiated in an MOU; or Are not represented by an employee representation unit.

#### Part-time Employees

Employees in part-time, temporary or seasonal positions who are not LACERS members are not generally eligible for the LAWell Program unless pursuant to requirements of the Affordable Care Act (ACA) and any negotiated provisions for ACA-compliant health care as provided for in the applicable MOU.

#### Sworn Employees

Uniformed officers and firefighters of the Los Angeles Police Department and Los Angeles Fire Department are eligible to

#### Employee Dependents

LAWell Program members may also enroll eligible dependents including a spouse, domestic partner, biological or step child, child of a domestic partner, grandchildren for whom the member has legal custody, and grandchildren of children who are up to age 26, unmarried, and financially dependent on the member.

#### Coverage Tiers

LAWell Program members, through their health plans, may elect from one of the following four coverage tiers. These tiers should be used in constructing the pricing tiers for insurance:

- Employee
- Employee + Spouse/Domestic Partner
- Employee + Child(ren)
- Employee + Family

Additional information about LAWell Program eligibility rules can be found at: <https://www.keepinglawell.com/eligibility>

## **2.2 CURRENT ADMINISTRATION AND DATA SOURCES**

The City currently contracts with Health Equity/WageWorks (Health Equity) to provide the Tax-Advantaged Spending Account administrative services for the LAWell Program's **HCFSA** and **DCRA** services. Health Equity is also the current service provider for the City's **TSA** and **PSA**.

The City also currently contracts with a Third-Party Recordkeeper, TELUS Health (formerly Lifeworks, formerly Morneau Shepell), for enrollment management. LAWell Civilian employees and Sworn employees wishing to enroll in the HCFSA and/or DCRA would complete enrollment in the TELUS Health system. TELUS Health will then send an enrollment data file to Tax-Advantaged Spending Account service provider on either a weekly or bi-weekly basis.

In addition to an enrollment data file, TELUS sends a funding file to report elected contribution amounts. However, the funding file does not reflect actual payroll data; it reflects elected contribution amount only. The City collects employee contributions through a separate payroll system (currently PaySR) and is in process to change payroll systems over to Workday at somepoint during calendar year 2024. Either payroll system produces a separate report to identify actual contributions taken via payroll for each member. At current, this report is used to manually correct employee contribution records in the incumbent provider system. The City is looking to automate this reconciliation process.

See sample files as follows:

- Enrollment File Layout: Attachment A
- Funding File Layout: Attachment B
- Payroll Contribution File Layout: Attachment C

Current Demographic Data/Statistics is provided in aggregate as, **Attachment D.**

Oversight

The City’s Joint Labor-Management Benefits Committee (JLMBC) and the Personnel Department’s Employee Benefits Division administer the LAwell Program for active City civilian employees and their qualified dependents. The JLMBC is the City’s advisory body over the HCFSA and DCRA benefits. The JLMBC is composed of five management and five labor representatives and makes recommendations to the Personnel Department’s General Manger for LAwell Benefits service provider selections. The General Manager, Personnel Department is the contracting authority for LAwell Benefits service providers. The JLMBC will be reviewing the findings of a designated review panel for this RFP in generating its recommendations to the General Manager, Personnel Department.

**2.3 SCOPE OF SERVICES**

Prospective Bidders may submit a proposal to provide HCFSA and DCRA account services as outlined below. Any Prospective Bidder who may also desire to submit a proposal for TSA and PSA services may review RAMP ID: \_\_\_\_\_ for those services. Proposers wishing to submit a proposal for all four services (i. HCFSA; ii. DCRA; iii. TSA; iv. PSA) should respond to both RFPs (1) RAMP ID \_\_\_\_\_ and (2) RAMP ID \_\_\_\_\_.

**2.3.1 MINIMUM QUALIFICATIONS FOR ANY/ALL SERVICES**

A Proposer must meet the following minimum qualifications in order to have its proposal considered:

1	Be legally authorized to do business in the State of California. All required permits and licenses must be in full force at the time of proposing.
2	Have a minimum of ten continuous years of experience providing the services solicited in this RFP.

3	Certify that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California state agency, or any local governmental agency.
4	Must have gross annual revenues of at least \$5 million in 2023 and 2022.

## 2.3.2\_01 TAX-ADVANTAGED SPENDING ACCOUNT ADMINISTRATIVE SERVICES

### (1) General Responsibilities

- (a) Contractor shall provide accurate and timely administrative and claims reimbursement services for HCFSA and DCRA (including any enhancements), including but not limited to:
  - a. Acceptance and processing of enrollment data
  - b. Acceptance and processing of funding or contribution data
  - c. Processing of claims
  - d. Reimbursement/payment of claims
- (b) Contractor shall receive enrollment and funding files from the City's benefits Third Party Administrator (TPA) or directly from the City in agreed upon formats and at an agreed-upon schedule. Files should be loaded on a timely basis.
- (c) Contractor shall ensure compliance with IRS Section 125 and other applicable federal and/or state regulations.
- (d) Contractor shall notify City of changes in laws and regulations affecting the Tax Advantaged Accounts and provide advice on compliance and improvement.
- (e) Contractor shall offer an optional FSA debit card and shall provide clear communications regarding the features and functionality of debit card to all HCFSA participants.
- (f) Contractor shall provide a web-based, app-based or online account inquiry, and claims processing services for plan participants.

### (2) Program Evaluation, Reports and Data Services

- (a) Contractor will meet with the City at least quarterly to review and evaluate HCFSA/DCRA plan administration.
- (b) Contractor will, upon City request, attend various employee, labor, and management meetings relating to the HCFSA/DCRA Plans.
- (c) Contractor will provide quarterly and annual statistical summary plan reports including utilization data, demographic reports, claims processing times, and other key metrics as needed and requested by City and/or the City's designated benefits consultant(s).

- (d) Contractor will work timely with the City's benefits TPA, and any applicable City and/or EBD staff, to resolve discrepancies related to LAwell member eligibility and/or Contractor's ability to provide services to LAwell members including, but not limited to, establishing a process for emergency corrections to member account information.
- (e) Contractor will maintain full and accurate records with respect to all matters and services provided to the City for a minimum of seven years from December 31<sup>st</sup> of the affected plan year.
- (f) Contractor shall perform research and provide responses to technical questions posted by the JLMBC, EBD staff, and/or the City's designated benefits consultant(s).
- (g) Contractor will inform the City and the City's benefits consultant(s) of any pending legislation affecting the administration of the HCFSA/DCRA Plans and, if relevant legislation is enacted, provide EBD staff and the City's designated benefits consultant(s) with a cost analysis of an implementation plan for ensuring the HCFSA/DCRA Plans and the City comply with the new requirements.

### **(3) Customer Support Services**

- (a) Contractor agrees to the performance guarantee(s) as outlined in the Performance Guarantee Agreement, attached hereto as Exhibit C and incorporated herein by this reference, in order to assure a high level of service to the City and its LAwell members and their dependents.
- (b) Contractor will provide a dedicated contact for account management, claims issues, and eligibility issues, and agree to change those contacts upon request by City.
- (c) Contractor will provide day-to-day consultation on matters pertaining to member claims status, discrepancies, disputes, and interpretation of applicable law and regulation, and/or policy requirements.
- (d) Contractor will provide administrative services for the HCFSA/DCRA Plans including fund accounting, claims processing, research and resolution of any issues, complaints, or problems.
- (e) Contractor will work collaboratively with the City to define and utilize quality control measures, to the extent possible, to maintain and enhance customer support services and provide the City with statistical information or other relevant data, to the extent possible, when requested.
- (f) Contractor will investigate and resolve administrative and claim problems quickly and efficiently.
- (g) Call Center – Contractor will provide a call center during regular business hours from 8:00 AM to 5:00 PM PST during the term of this Agreement as a central point of contact for eligible City employees to access information or initiate the claims process. The call center

representatives will provide counseling and make referrals as necessary to specialists within the Contractor organization who handle claims processing.

- (h) Member Website – Contractor will provide a member website providing members the ability to create an account, submit claims, and access information regarding the HCFSA/DCRA Plans, services, and member educational content such as decision support tools, newsletters, and informative videos. Contractor will also provide assistance for members accessing the website and contact information for support services should members have issues or problems accessing the website.
- (i) Telephonic Claims Intake Process – Contractor will provide a dedicated 1-800 number to eligible City employees for receiving, initiating, and processing insurance claims.
- (j) Claims Processing –
  - a. Plan participants may submit claims in multiple methods including via secure website by uploading scanned receipts and support documentation, fax, email, and/or by mail.
  - b. If a debit card option is available to pay for eligible claims, the debit card system should have in place a method to auto-authenticate charges and reduce or eliminate the need for paper documentation on certain debit card transactions.
- (k) Appeals and Member Complaints – Contractor will provide an automated process for monitoring and tracking member appeals and complaints by type and category and will work with the City to develop and provide a report regarding member appeals and complaints when requested by the City. Contractor will ensure that the appeals process is in compliance with State and Federal requirements.
- (l) Contractor will inform the City by telephone and in writing of any service disruption due to contract changes, systems failure, security breach, labor dispute, or any other reason as soon as reasonably possible. Any such service disruption shall be resolved as quickly as possible.

#### **(4) Open Enrollment and Communications Services**

- (a) Contractor will participate in various events related to the City's annual Open Enrollment period, special enrollment periods, and other activities/meetings centered upon educating employees and human resource personnel regarding HCFSA/DCRA Plans.
- (b) Contractor will assist the City and the City's benefits communications consultant(s) in preparing, drafting, and reviewing Open Enrollment and plan documents for use in employee communications guides or letters.
- (c) Contractor will assist the City and the City's benefits communications consultant(s) in preparing, drafting, and reviewing communications materials and plan comparison information for employees and dependents.

- (d) Contractor will assist the City in the planning of annual Open Enrollment and/or special enrollment seminars for employees (planning to include at least one annual meeting with EBD staff regarding current seminar information needs).
- (e) Contractor will provide support resources and services for offering member webinars and creating informational videos in support of member education as part of the annual Open Enrollment, special enrollment, and/or other educational and outreach efforts as requested by the City.
- (f) Contractor will attend events at the request of the City and present HCFS/DCRA Plans information at annual Open Enrollment and/or special enrollment seminars for employees.
- (g) Contractor will assist the City with the development of HCFS/DCRA Plans employee benefits summary documents, if applicable.
- (h) Contractor will provide member communications such as informational brochures, flyers, posters, postcards, and benefits booklets outlining coverage details in paper and electronic format, and videos regarding the HCFS/DCRA Plans to be used in the City's news articles, emails, Open Enrollment materials, and other communications vehicles as requested by the City.
- (i) Contractor will provide and maintain an employer-access website for the City to use to view and access plan and claims information to the extent available by Contractor.
- (j) Contractor will maintain compliance with the Americans with Disabilities Act (ADA) and other applicable law/regulation related to accessibility in regards to access with its member website, telephonic access, or any other applicable method of communication, and in accordance with PSC-30 of the City's Standard Provisions for City Contracts (revised 10/17) which is attached hereto as Exhibit D and incorporated herein by reference.

### 2.3.2\_02 POTENTIAL SERVICE CHANGES

Bidders are asked to respond to questions within the questionnaire (**Attachment X**)

Responses to the RFP will be assessed based on the responses to the proposal workbook/questionnaire (Section 5 of the RFP).



# SECTION 3

## PROPOSAL SUBMISSION REQUIREMENTS, TERMS & CONDITIONS

### 3.0 INTRODUCTION

For any proposal to be received and deemed responsive, it must adhere to the terms and conditions and submission requirements outlined in this section.

### 3.1 PROPOSAL TERMS AND CONDITIONS

#### 3.1.1 ADDENDUM

The City reserves the right to issue an addendum to this RFP, which may add additional requirements that must be met in order for a proposal to be considered responsive. All Proposers must acknowledge any addendum issued as a result of any change in this RFP on the Cover Letter (See section 3.2.3). Failure to indicate receipt of addendum may result in a proposal being rejected as non-responsive and eliminated from further consideration in the evaluation process.

#### 3.1.2 IN-WRITING

All proposals must be submitted in writing and Proposers shall complete and return any and all applicable documents including, but not limited to, written responses, questionnaires, forms, appendices, spreadsheets and any electronic files via email or USB flash drive to the RFP Administrator. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documentation, copies, or electronic files. A non-responsive designation will eliminate a Proposer from further consideration in the evaluation process.

#### 3.1.3 BEST OFFER

THE PROPOSAL SHALL INCLUDE THE PROPOSER'S BEST TERMS AND CONDITIONS. SUBMISSION OF THE PROPOSAL SHALL CONSTITUTE A FIRM AND FIXED OFFER TO THE CITY THAT WILL REMAIN OPEN AND VALID FOR A MINIMUM OF 12 MONTHS FROM THE PROPOSAL SUBMISSION DEADLINE.

#### 3.1.4 INFORMATION REQUESTED AND NOT FURNISHED

The information requested and the manner of submission is essential to permit prompt evaluation of all proposals. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided. A declaration that a proposal is non-

responsive shall eliminate the proposal from further consideration in the evaluation process.

### 3.1.5 ALTERNATIVES

The Proposer shall not change any wording in the RFP or associated documents, including attachments and exhibits. Any explanation or alternatives offered shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet the City's requirements cannot be considered. Proposals offered subject to conditions and/or limitations may be rejected as non-responsive and eliminated from further consideration in the evaluation process.

### 3.1.6 PROPOSAL ERRORS

Proposer is responsible for all errors or omissions incurred by Proposer in preparing the proposal. Proposer will not be allowed to alter proposal documents after the Proposal Submission Deadline, except as allowed by the City in its sole discretion. The City reserves the right to make corrections for typographical errors, transposition, or other clear and apparent errors. Any changes will be dated and time stamped, and attached to the proposal. All changes must be coordinated in writing with, authorized by, and made by the RFP Administrator.

### 3.1.7 PROPOSAL CLARIFICATION

The City reserves the right to request Proposers at any phase of the evaluation process to clarify information provided in RFP responses including clarification of assumptions used in the RFP response. All clarifications will be coordinated in writing with, authorized by, and made by the RFP Administrator. Clarifications will be submitted in writing by the requested deadline, otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the clarification requested.

If the City determines that all Proposers failed to submit requested information or failed to adequately respond to the same RFP question or request for data, the City may, at its discretion, issue an RFP Addendum and provide all Proposers with an opportunity to provide a response to the RFP question. Responses to RFP Addendum questions must be submitted in writing by the stated deadline otherwise the RFP response will be deemed non-responsive or evaluated without the benefit of the RFP Addendum response.

### 3.1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

### 3.1.9 INTERPRETATION AND CLARIFICATION OF RFP REQUIREMENTS

Questions within the proposal questionnaire requiring further interpretation or clarification must be submitted by the Proposer in writing to the RFP Administrator. Responses will be posted as an addendum to the RFP on [www.RAMPLA.org](http://www.RAMPLA.org).

### 3.1.10 PROPOSAL SUBMISSION DEADLINE

Timely submission of proposals is the sole responsibility of the Proposer. The City reserves the right to determine the timeliness of all submissions. The proposals, including redacted copies of the final proposals and proposal questionnaire, must be received by the RFP Administrator by the Proposal Submission Deadline identified in this RFP.

### 3.1.11 LATE PROPOSALS

Proposals received after the Proposal Submission Deadline shall be considered late. Late proposals will not be considered and shall be eliminated from further consideration in the evaluation process and, if applicable, be returned unopened to the Proposer.

### 3.1.12 COST OF RFP

The City is not responsible for any costs incurred by Proposer while submitting proposals. All Proposers who respond to the RFP do so solely at their own expense.

### 3.1.13 WITHDRAWAL OF PROPOSALS

A Proposer may withdraw a submitted proposal in writing at any time prior to the Proposal Submission Deadline. A written request, signed by an authorized representative of the Proposer, must be submitted to the RFP Administrator. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the Proposal Submission Deadline.

### 3.1.14 SELECTION OF PROPOSER

The Proposer with the best combination of quality, price, and various qualitative elements of required services based on the RFP criteria and that also satisfies all City contracting requirements will be recommended for selection. Selection is not restricted to the lowest offer or bid. Should contract negotiations not be successful with the selected Proposer within a reasonable timeframe to be set by the City, the City may, based on its exclusive discretion, negotiate with the next most qualified Proposer.

### 3.1.15 REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals due to non-compliance with the requirements of this RFP and/or non-compliance with City policies or reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and reserves the right to reject the proposal of any Proposer who has previously failed to perform competently in any prior business relationship with the City and/or is determined to be non-responsive to the requirements of this RFP. The rejection of any or all proposals will not render the City liable for costs or damages.

### 3.1.16 RFP WITHDRAWAL, CANCELLATION, OTHER OPTIONS

The City reserves the right to withdraw or cancel the RFP at any time, at its own discretion. If such action is taken, the City may re-issue the RFP. The City also reserves the right to contract with more than one Proposers to this RFP. Furthermore, the City may exercise its right to not select any Proposer from this RFP, if it determines that there was no responsive Proposer.

If an inadequate number of proposals is received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, re-issue the RFP or award a sole-source contract with any qualified Proposer. The award of the Contract is subject to the successful negotiation of the terms and conditions of an Agreement.

The City reserves the right to verify all information in the proposal. If the information cannot be verified, the City reserves the right to reduce the rating points awarded for

such information as part of the evaluation process. The City reserves the right to require a pre-award interview and/or site inspection.

### 3.1.17 INSURANCE

The City has determined that the following insurance coverage types will apply to this contract:

- Workers Compensation: Statutory
- Employer's Liability: \$XXXXXX
- General Liability: \$XXXXXX
- Professional Liability: \$XXXXXX
- Cyber Liability: \$XXXXXX

Please verify through your response to the Workbook/Questionnaire (**Attachment A**) that you will be able to meet the required coverage levels and that you will submit proof of such as a condition of execution of any final contract. Note that if the Proposer is a sole proprietorship or solely owned company with no employees, the Proposer can sign the City's waiver of workers compensation. General Liability can also be obtained through the City's SPARTA program for small Proposers. Links to the City's waiver form and SPARTA program from the City's Risk Management website are provided as follows:

- <http://www.2sparta.com/>
- <http://cao.lacity.org/risk/waivewc.pdf>

### 3.1.18 LOBBYIST DISCLOSURE

Disclose any (1) arrangements your company has with any lobbyists and/or agents representing your company, and (2) any arrangements your company has with an unrelated individual or entity with respect to the sharing of any compensation, fees, or profit received from or in relation to the proposing company being awarded a Contract with the City. If any such arrangements exist, describe the nature of the relationship and the manner in which compensation or fees would be shared (see **Exhibit 04** for further details and to provide disclosure).

### 3.1.19 ENDORSEMENT DISCLOSURE

Disclose through your response to the Workbook/Questionnaire (**Attachment A**) any financial relationship your company has with any union, organization, or association in conjunction with an endorsement. Provide details regarding the relationship, including any benefit that will be recognized by the union, organization, or association in the event your company is awarded a Contract with the City.

### 3.1.20 SUBCONTRACTING

If any portion of the Contract is to be subcontracted, it must be clearly set forth as to the part(s) to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. For each subcontractor proposed, provide the following information:

- The specific service being subcontracted
- Name of subcontractor
- Subcontractor's Contact Name
- Contact Title
- Contact Phone Number
- Mailing Address

- Location of Business (if different from mailing address)
- Business Telephone Number
- Subcontractor's registration # and/or license #, if applicable
- Description of Work to be subcontracted
- Reason for subcontracting
- Percent of Total Contract to be subcontracted & Dollar Amount
- Relevant work experience in years and level of responsibility
- Experience in number of years that your firm has worked with the subcontractor providing these services
- If subcontractor is a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Local Business Enterprise (LBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), or Other Business Enterprise (OBE)
- For each subcontractor proposed that is a **non-US company** and will receive more than 5% of the total fee proposed by this RFP, please provide the required information as identified in the Proposal Questionnaire
- If subcontractors will not be utilized, so indicate here

## 3.2 PROPOSAL SUBMISSION REQUIREMENTS

### 3.2.1 ELECTRONIC SUBMISSION

Proposers may choose to submit their proposal via email or via USB flash drive mailed to the physical address of the RFP Administrator.

*Via Email* – each Proposer must ensure that the full proposal is **received** by the RFP Administrator through direct email delivery by the Proposal Submission Deadline. Size limitations of email service or other factors outside of the proposer or RFP Administrators control which prevent email delivery by the Proposal Submission Deadline will not be an accepted excuse to resubmit proposal items. Any email received by RFP Administration after the Proposal Submission Deadline will be considered late.

*Via FTP (File Transfer Protocol)* - If the Proposer uses a FTP or other similar electronic transmission account, the proposer must provide sufficient account access to the RFP Administrator before the Proposal Submission Deadline so that the RFP Administrator can access, download, or otherwise verify that all proposal items **are posted** by the Proposal Submission Deadline. Each proposer must ensure that the RFP Administrator receives all proposal items via the FTP by the Proposal Submission Deadline. The proposer cannot alter any document posted to the FTP after the Proposal Submission Deadline; such action would deem the entire proposal as non-compliant.

*Via USB* – each proposer must ensure that the USB flash drive is **received** by the RFP Administrator the Proposal Submission Deadline. Proposals submitted via USB flash drive **received after** the Proposal Submission Deadline shall be considered late and eliminated from further consideration in the evaluation process. The USB flash drive containing the non-redacted proposal should be labeled as such with the firm name and title of this RFP and placed in a sealed envelope with the firm's name written across the front of the envelope. If applicable, the USB flash drive containing a redacted version of the proposal should be identified separately and labeled as such with the firm name and title of this RFP and placed in a sealed envelope alongside the USB flash drive containing the non-redacted proposal

with the firm's name written across the front of the envelope. The USB flash drive(s) must be mailed to the physical address of the RFP Administrator identified in this RFP and **received prior** to the Proposal Submission Deadline identified in this RFP.

### 3.2.2 GENERAL INSTRUCTIONS

- Do not alter the questionnaire questions or question numbering.
- Complete all appropriate sections of the questionnaire.
- Provide an answer to each question even if the answer is "not applicable" or "unknown".
- Answer the question as directly as possible.
- **Be concise in your response.** Use bullet points as appropriate.
- **Do not respond to a question solely by referring to a document or material that is not otherwise included within your proposal.**
- Referring the reader to attachments for further information should be avoided to the extent possible, or used on a limited basis. Any response that does not directly address the question, but only contains marketing information, will be considered non-responsive.

### 3.2.3 COMPLETE PROPOSAL

A complete proposal must be submitted by the due date listed in the RFP and must include all of the following items:

#### A. COVER LETTER

Each proposal must include a cover letter with, at minimum, the following components:

- Contact name and title of person authorized to bind the Proposer to the proposal
- Mailing Address
- Location of Business (if different from mailing address)
- Direct contact information
- The following statement:

*"The undersigned hereby offers and agrees to furnish the goods and/or routine services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City. This proposal is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.*

*By submitting a proposal, we acknowledge and agree to the following: (1) receipt of and agree that the proposal is based on the RFP and any identified amendments and/or addenda (amendments and/or addenda are posted on this solicitation's RAMPLA webpage); (2) failure to indicate receipt of amendments and/or addenda may result in the proposal being deemed as non-responsive; (3) to constitute a responsive proposal all pages of the proposal questionnaire and required forms must be submitted.*

*The undersigned further acknowledges under penalty of perjury under the laws of the State of California that the proposal is true and correct, and the Proposer agrees to all rules of the RFP inclusive of the terms and conditions outlined in section 3.”*

- A signature submitted on behalf of the Proposer by an officer authorized to bind the Proposer to the proposal as listed below

#### A -1 AUTHORIZED SIGNATURE

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal. A non-officer individual, with the authority to bind the Proposer to a contract, is sufficient to sign all applicable documents for the purpose of this RFP. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Proposer or one legal entity. The proposal must identify the responsible entity.

#### A -2 PROPERTY OF CITY/PROPRIETARY MATERIAL

All proposals submitted in response to this RFP will become the property of the City of Los Angeles and subject to the California Public Records Act (California Government Code Section 6250 *et seq*). Proposers must identify all trade secrets or other proprietary information that the Proposers claim are exempt from the Public Records Act. The City Attorney will make an independent determination regarding whether the identified information is disclosable. In the event a Proposer claims such an exemption, the Proposer is required to state in the proposal the following:

*“The Proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose trade secrets or other proprietary information to any person making a request therefore.”*

Failure to include such a statement will constitute a waiver of a Proposer’s right to exemption from this disclosure.

### B. COMPLETED QUESTIONNAIRE RESPONSES

Each proposal must include all required and complete responses to all components of Proposal Workbook/Questionnaire (**Attachment A**).

#### B-1 CALIFORNIA PUBLIC RECORDS ACT

**Every proposal, and all information included within proposals, is presumed by the City to be public information to be shared with RFP stakeholders (which may include its presentation at public meetings) or made available upon request from the public.** If any proposal contains any trade secrets or other proprietary information that the Proposer claims is exempt from disclosure under the California Public Records Act (see Section 6.0 of this RFP), then one (1) redacted copy of the proposal must also be submitted in addition to the original version and must clearly be labeled as such. The City Attorney will make an independent determination regarding whether the identified

information is disclosable. Written proposals must be presented in a sealed envelope or box. The Proposer must enter the title and the Proposer's name on the outside of the envelope or box. Sealed proposals are to be delivered to the address listed in this RFP no later than the stated proposal submission deadline

### C. GENERAL CONTRACTING REQUIREMENTS

Each proposal must complete and submit, when applicable, all general contracting provisions identified in section 3.2.4 of this RFP.

Proposers who submit the required document or action of each provision by the due date, but who require corrective actions to have their submitted documents accepted will be provided with a subsequent due date to complete the corrective action. Failure to make the correction by the subsequent due date will deem their proposal as non-complaint and remove it from consideration.

### D. PROFESSIONAL SERVICES AGREEMENT DECLARATION

Each proposal must complete the declaration included with Attachment C which will (a) indicate that you have fully read the draft Professional Services Agreement (see **Attachment B**), (b) indicate, with annotations, if your organization has conflict, limitation, or revision to the terms set forth in the Professional Services Agreement, and (c) indicate whether you are willing to work efficiently and timely with the City to resolve and reach mutual agreement with City on these identified items. The City will consider and hold further discussions of any item identified by the selected proposer at the time of bidder selection. However, Proposers should be ready to accept the terms and conditions as written in **Attachment B**.

The submission of Attachment C will not be rated by the evaluation panel. However, failure to submit attachment C will deem the proposal as non-complaint and remove it from consideration.

### 3.2.4 GENERAL CONTRACTING REQUIREMENTS – Required Actions and Documents

The following City general contracting provisions have mandatory documents that are required to be completed with your proposal by the proposal submission deadline indicated in this RFP.

#### 3.2.4.1 **Required Documents to be Completed and Submitted Online at [www.RAMPLA.org](http://www.RAMPLA.org)**

##### **a. Equal Benefits Ordinance.**

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). All Proposers shall complete and upload the Equal Benefits Ordinance Affidavit residing at [www.RAMPLA.org](http://www.RAMPLA.org) prior to award of a City contract in which the value exceeds twenty-five thousand dollars (\$25,000). The Equal Benefits Ordinance Affidavit shall be effective for a period of three (3) years from the date it is first uploaded onto the City's RAMPLA website. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting



documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit. For additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

**b. First Source Hiring Ordinance.**

Unless approved for an exemption, Contractors under contracts used primarily for the furnishing of services to or for the City and that involve an expenditure in excess of twenty-five thousand dollars (\$25,000) and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Sections 10.44, et seq., First Source Hiring Ordinance (FSHO). All Proposers shall complete and upload the FSHO Affidavit residing at [www.RAMPLA.org](http://www.RAMPLA.org) prior to award of a City contract, the value of which exceeds twenty-five thousand dollars (\$25,000). The FSHO Affidavit shall be effective for a period of three (3) years from the date it is first uploaded onto the City's RAMPLA website. For additional information regarding the requirements of the Equal Benefits Ordinance, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

**c. Disclosure Ordinance.**

Proposers are required to complete a streamlined Disclosure Ordinance Affidavit form that is located at [www.RAMPLA.org](http://www.RAMPLA.org). Proposers are responsible for creating a RAMPLA profile and completing and submitting the affidavit. See below for applicable ordinances covered by the Disclosure Ordinance Affidavit. The affidavit does not expire.

- Slavery Disclosure Ordinance (SDO)

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 et seq. of the Los Angeles Administrative Code. All Proposers shall complete and submit the Slavery Disclosure Ordinance Affidavit residing at [www.RAMPLA.org](http://www.RAMPLA.org) prior to award of a City contract. For additional information regarding the requirements of the Slavery Disclosure Ordinance, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

- Disclosure of Border Wall Contracting Ordinance (DBWCO):

Any contract awarded pursuant to this RFP is subject to the disclosure requirements of the Disclosure of Border Wall Contracting Ordinance (DBWCO), Los Angeles Administrative Code Section 10.50 et seq. All Proposers shall complete and submit a DBWCO Affidavit to [www.RAMPLA.org](http://www.RAMPLA.org) prior to award of a City contract. For additional information regarding the requirements of the DBWCO, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

3.2.4.➤.2 **Required Documents to be Submitted to RFP Administrator.**

**a. Los Angeles Residence Information Form – Attachment 1.**

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. The City Council on January 7, 1992, adopted a motion that requires Proposers to provide their headquarter address as well as the number and percentage of their workforce residing in the City of Los Angeles. The Los Angeles Residence Information Form (Attachment 1) must be submitted to the RFP Administrator by the proposal submission deadline.

**b. Declaration of Non-Collusion – Attachment 2.**

City Charter Section 388 and Los Angeles Administrative Code Section 10.18 provides that a bid shall be supported by a non-collusion affidavit or declaration. Any bid or proposal made without such an affidavit, or in violation of, shall not be considered and may be excluded from future bidding. The affidavit or declaration of non-collusion may be presented in several different forms. Please see Attachment 2 for two sample affidavit forms which can be used. The affidavit or declaration of non-collusion must be submitted to the RFP Administrator by the proposal submission deadline.

**c. Contractor Responsibility Ordinance (CRO) Questionnaire – Attachment 3.**

Proposers are required to complete and submit the CRO Questionnaire for contracts greater than twenty-five thousand dollars (\$25,000) and over three (3) months in duration in accordance with Los Angeles Administrative Code Section 10.40 et seq. Within the CRO Questionnaire, Proposers are required to provide a list of all City contracts held within the past ten (10) years. The CRO Questionnaire must be submitted to the RFP Administrator by the proposal submission deadline.

**d. Municipal Lobbying Ordinance – Bidder Certification City Ethics Commission (CEC) Form 50 – Attachment 4.**

Proposers are required to complete and submit the Bidder Certification CEC Form 50 for contracts greater than twenty-five thousand dollars (\$25,000) and over three (3) months in duration as prescribed by the City Ethics Commission acknowledging and agreeing to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance (Los Angeles Municipal Code Section 48.01 et seq.). This ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Additional information regarding these restrictions may be obtained from the City Ethics Commission at (213) 978-1960 or <http://ethics.lacity.org/>. CEC Form 50 must be submitted to the RFP Administrator by the proposal submission deadline.

**e. Contributions and Fundraising Restrictions Ordinance – Bidder Certification CEC Form 55 – Attachment 5.**

Proposers are subject to Charter Section 470(c)(12) and related ordinances. As a result, Proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit their proposal until either the contract is approved or, for successful Proposers, twelve (12) months after the contract is signed. The Proposer's principals and subcontractors performing one hundred thousand dollars (\$100,000) or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidder Certification CEC Form 55 requires Proposers to identify their principals, their subcontractors performing one hundred thousand dollars (\$100,000) or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include such notice in contracts with subcontractors. Proposers who fail to comply with City law may be subject to penalties, termination of Contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or <http://ethics.lacity.org>. CEC Form 55 must be submitted to the RFP Administrator by the proposal submission deadline.

**f. CA Iran Contracting Act of 2010 Affidavit – Attachment 6.**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City for goods and services estimated at one million dollars (\$1,000,000) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit." If applicable, the affidavit must be submitted to the RFP Administrator by the proposal submission deadline.

**3.2.5 GENERAL CONTRACTING PROVISIONS – No Action Required for Proposal Submission**

The following City general contracting provisions do not have any forms that are required to be completed at the time of your proposal submission and are provided below for your reference. However, many of these provisions will require action from the winning bidder in relation to execution of the professional services agreement.

**3.2.5.➤.1 Standard Provisions for City Contracts (Rev. 9/22) [v.1][EBD] – Professional Services Agreement (Attachment A).**

Please read through this material carefully as these Provisions (**Standard Provisions for City Contracts (Rev. 9/22) [v.1][EBD] – Professional Services Agreement (Attachment A)**) are included in every contract for City services. Note that the workbook/questionnaire (**Attachment A**) also requires that your company acknowledge compliance with the City's general contracting

requirements, including the Standard Provisions and provides you an opportunity to indicate whether you are able or not able to comply and why.

### 3.2.5.➤.2 **Citywide Bond Assistance Program.**

For those Proposers wishing to bid on City contracts but are experiencing difficulty obtaining the required bid, performance and payment bonds, the City of Los Angeles provides bonding assistance thru the Los Angeles Bond Assistance Program (BAP LA). For additional information regarding the BAP LA, please visit the City's Risk Management website at <http://cao.lacity.org/risk>.

### 3.2.5.➤.3 **Required Insurance and Minimum Limits – Attachment B.**

The Proposer(s) awarded a City contract pursuant to this procurement process will be required to maintain insurance in effect during the term of the contract as set forth in the RFP. See the Professional Services Agreement (**Attachment B**) for further information. Please verify through your response to the Workbook/Questionnaire (**Attachment A**) that you will be able to meet the required coverage levels and that you will submit proof of such as a condition of execution of any final contract. Only the selected proposers awarded a contract must upload insurance documents to [www.kwikcomply.org](http://www.kwikcomply.org).

### 3.2.5.➤.4 **Service Worker Retention and Living Wage Ordinances.**

The Proposer(s) awarded a City contract pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.36, Service Worker Retention Ordinance (SWRO) and 10.37, Living Wage Ordinance (LWO) and be required to complete and submit the SWRO and LWO compliance forms, if applicable. For additional information regarding the requirements of the SWRO and LWO, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

### 3.2.5.➤.5 **Fair Chance Initiative for Hiring Ordinance.**

City contractors and subcontractors with ten (10) or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Contractors and subcontractors must also comply with State requirements regarding the use of criminal history information in the job application process. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. For additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance, please visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

### 3.2.5.➤.6 **Accounting Forms.**

The Proposer(s) awarded a City contract pursuant to this procurement must submit the following three forms to the Contract Administrator upon notification of the award.

- IRS Request for Taxpayer Identification and Certificate (Form W-9)
- City of LA Business Tax Registration Certificate Number (BTRC) and/or Vendor Registration Number (VRN)

A license or registration number is not required for your proposal but will be required prior to execution of a contract. To obtain a Business Tax Registration Certificate (BTRC) or

Vendor Registration Number call the Office of Finance at (213) 473-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Room 101, Office of Finance, 201 North Main Street, Los Angeles, CA 90012 – <http://www.lacity.org/finance/>).

- State of CA Withholding Exception Certificate (Form 590) or Non-Resident Withholding Certificate (Form 587), if the Contractor is located outside of California

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# SECTION 4

## EVALUATION OF PROPOSALS

### 4.0 REVIEW PROCESS

Proposals received by the Proposal Submission Deadline as specified in this RFP will be evaluated as outlined below.

#### LEVEL ONE - PRELIMINARY REVIEW PROCESS

Proposals will be reviewed to determine:

- (a) completeness of required documentation,
- (b) compliance with the City's administrative and general contracting requirements, and
- (c) ability to meet the minimum requirements outlined in this RFP.

Proposers who fail to submit or complete the required documentation\*, fail to satisfactorily comply with the City's general contracting requirements\*, or fail to meet the City's minimum requirements will be deemed non-responsive, eliminated from further consideration, and will not proceed to the Level Two review process. Proposers will be notified in writing or email regarding the results of the Level One review.

*\*Proposers that fail to submit or complete required documentation and/or satisfactorily comply with the City's requirements may be deemed as non-responsive, eliminated from further consideration, and not proceed to the Level Two evaluation process. In some cases, a grace period may be established to allow all Proposers a second-chance submission period for missing or incomplete required documentation (informalities/irregularities). Failure to meet the second-chance grace period deadline will result in the proposal being deemed non-responsive.*

#### LEVEL TWO - PROPOSAL EVALUATION

A Review Committee will be designated to evaluate and score the technical competence of all proposals and generate findings for the JLMBC. Quantitative and qualitative ratings for each selection criteria, as supported by the Review Committee's analysis and including summarized proposal content from written proposals, will be transmitted by the Review Committee to the JLMBC for consideration.

Review Criteria - All written responses to the RFP questionnaire will be considered and evaluated unless otherwise noted. Evaluation of written responses will be based on the following categories, evaluation methodology, and the weights associated with each factor.

<b>RFP Section</b>	<b>Factor Weight</b>
Organizational Background, Financial Strength, Experience	Unrated
Plan Administration Support & Account Management	35%
Member Services	35%
Financial Cost	30%
<b>Total</b>	<b>100%</b>

Evaluation Process – The City’s evaluation process will include the following:

1. The Review Committee will be supported by LAwell Program consultant.
2. In assigning its ratings, the Review Committee will review RFP responses from each Proposer, together with expert and technical evaluations of Proposer responses by LAwell Program consultant.
3. Review Committee evaluations will be documented and supported by the observations and evaluations of the Review Committee and the consultants.
4. Detailed summarization and documentation of the basis of the Review Committee’s findings will be provided to the JLMBC for the purpose of the JLMBC’s consideration of a recommended selection to the Personnel Department General Manager.
5. Upon consideration of the Review Committee’s findings, the JLMBC will have the option of requesting oral presentations from some or all of the Proposers.
6. Upon consideration of the Review Committee’s findings, any oral presentations from Proposers, and its own deliberations, the JLMBC shall submit a recommendation to the Personnel Department General Manager for selection.

#### **4.1 EVALUATION METHODOLOGY**

The Review Committee will apply quantitative and qualitative methods to evaluate a Proposer’s Response.

Quantitative analysis will be applied to these selection criteria:

- Member services
- Financial Cost/Benefit Design

Qualitative analysis will be applied to these selection criteria:

- Organizational Background, Financial Strength, Experience
- Plan Administration Support & Account Management

**Qualitative** - Responses to each RFP question will be assigned one of five qualitative evaluation ratings (Excellent, Very Good, Satisfactory, Marginal, and Unsatisfactory) to each non-quantitative selection criteria category. The evaluation rating will be based on the Review Committee member’s assessment of the responses, as supported by the analysis performed by LAwell Program consultant. The evaluations will be relative to objective assessments, as well as relative to the responses of the other Proposers. The qualitative evaluation determination categories, and associated indicators, are provided as follows:

Qualitative Evaluation Determination	Indicators
(a) Excellent	<ul style="list-style-type: none"> <li>● Response meets all and substantially exceeds many requirements.</li> <li>● Response contains elements where there is significant increased value, innovation, technology, and/or program stability.</li> <li>● Response demonstrates exceptional success with initiatives related to scope of services and key success metrics.</li> <li>● No significant weaknesses identified.</li> </ul>
(b) Very Good	<ul style="list-style-type: none"> <li>● Response meets all requirements and exceeds some requirements.</li> <li>● Response contains elements where there is some increased value, innovation, technology, and/or program stability.</li> <li>● Response demonstrates some success with initiatives related to scope of services and key success metrics.</li> <li>● No significant weaknesses identified.</li> </ul>
(c) Satisfactory	<ul style="list-style-type: none"> <li>● Response meets all requirements.</li> <li>● Response contains elements where there is some increased value, innovation, technology, and/or program stability.</li> <li>● Response demonstrates some success with initiatives related to scope of services and key success metrics.</li> <li>● Very few weaknesses identified.</li> </ul>
(d) Marginal	<ul style="list-style-type: none"> <li>● Response meets some requirements.</li> <li>● Response does not contain or does not clearly indicate elements pertaining to value, innovation, technology, and/or program stability.</li> <li>● Response touches upon work relative to scope of services and key success metrics but demonstrated experience and success is unclear.</li> <li>● Weaknesses identified.</li> </ul>
(e) Unsatisfactory	<ul style="list-style-type: none"> <li>● Response does not meet requirements.</li> <li>● Response contains no elements of or indication of value, innovation, technology, and/or program stability.</li> <li>● Response does not demonstrate or touch on work relative to scope of services and key success metrics.</li> <li>● Significant weaknesses identified.</li> </ul>



**Quantitative** - Based on the Review Committee member's review of the responses to each RFP question, a numerical value will be assigned, one through five, as defined below. The evaluations will be relative to objective assessments as well as relative to the responses of the other Proposers.

Quantitative Evaluation Determination	Indicators
(5) Five	<ul style="list-style-type: none"> <li>● Response meets all and substantially exceeds many requirements.</li> <li>● Response contains elements where there is significant increased value, innovation, technology, and/or program stability.</li> <li>● Response demonstrates exceptional success with initiatives related to scope of services and key success metrics.</li> <li>● No significant weaknesses identified.</li> </ul>
(4) Four	<ul style="list-style-type: none"> <li>● Response meets all requirements and exceeds some requirements.</li> <li>● Response contains elements where there is some increased value, innovation, technology, and/or program stability.</li> <li>● Response demonstrates some success with initiatives related to scope of services and key success metrics.</li> <li>● No significant weaknesses identified.</li> </ul>
(3) Three	<ul style="list-style-type: none"> <li>● Response meets all requirements.</li> <li>● Response contains elements where there is some increased value, innovation, technology, and/or program stability.</li> <li>● Response demonstrates some success with initiatives related to scope of services and key success metrics.</li> <li>● Very few weaknesses identified.</li> </ul>
(2) Two	<ul style="list-style-type: none"> <li>● Response meets some requirements.</li> <li>● Response does not contain or does not clearly indicate elements pertaining to value, innovation, technology, and/or program stability.</li> <li>● Response touches upon work relative to scope of services and key success metrics but demonstrated experience and success is unclear.</li> <li>● Weaknesses identified.</li> </ul>
(1) One	<ul style="list-style-type: none"> <li>● Response does not meet requirements.</li> <li>● Response contains no elements of or indication of value, innovation, technology, and/or program stability.</li> <li>● Response does not demonstrate or touch on work relative to scope of services and key success metrics.</li> <li>● Significant weaknesses identified.</li> </ul>

## **4.2 PROPOSAL PROTEST**

A Proposer may file a protest as follows:

### **LEVEL ONE – PRELIMINARY REVIEW**

Proposer may file a protest regarding disqualification at the Level One review (see Section 5.0, "Level One - Preliminary Review"). A Notice of Protest must be filed in writing and submitted to the RFP Administrator within five (5) calendar days of the notification of disqualification date. The Notice of Protest must clearly state the grounds for the protest and the facts on which they are based. The Personnel Department will respond to a protest within 15 calendar days of receiving it. The decision of the Personnel Department General Manager will be final.

### **LEVEL TWO – AWARD OF CONTRACT RECOMMENDATION**

Proposers may file a protest regarding the contract recommendation submitted to the Personnel Department General Manager. A Notice of Protest must be filed in writing and submitted to the RFP Administrator within seven (7) calendar days of the date the City makes its final Vendor selections pursuant to this RFP. The Notice of Protest must clearly state the grounds for the protest and the facts on which they are based. A protest based on non-selection alone or disagreement with award of the contract recommendation is not sufficient grounds for a protest.

Personnel Department staff will respond to a protest, in writing, within 20 calendar days of receiving it. Findings and/or recommendations will be submitted to the Personnel Department General Manager and the decision of the General Manager will be final.

### **Contract Award Subject to Successful Negotiation**

Upon recommendation for selection, the successful proposer will be required to produce, within two (2) working days, a document identifying any potential inconsistencies or requested exceptions involving the City's Standard Provisions and its anticipated Group Benefit Agreement (GBA). A plan for addressing any potential inconsistencies or requested exceptions will need to be established and resolved between the City and the Proposer within two calendar weeks of the date of the JLMBC's recommendation. The award of the contract is subject to successful negotiation of all terms and conditions related to and including a contract between the Proposer and the City.

# SECTION 5

## PROPOSAL

### WORKBOOK/QUESTIONNAIRE

#### 5.0 INTRODUCTION

The questions included in this RFP are intended to solicit important background information about your firm and fully disclose the data points upon which Proposers will be evaluated. The City is not evaluating Proposers utilizing any information other than what is outlined within this RFP. Responses to **Attachment A** along with documents required to be submitted pursuant to **Section 3.2.4** of this RFP are necessary for the proposal to be considered responsive.

#### 5.1 PROPOSAL WORKBOOK/QUESTIONNAIRE

Please complete the proposal workbook/questionnaire provided in **Attachment A** and include it with your RFP proposal.

Make sure that you enter information into ALL cells designated for responses. If the question does not apply, enter "N/A" into the cell. Do NOT leave empty cells. Do NOT add columns, rows, or cells to the questionnaire format. If you have any questions regarding this form, contact the RFP Administrator.

#### 5.2 Data

Utilization and Participation data will be provided to those qualified bidders who complete and return the Non-Disclosure Agreement. Please see the applicable tab in the workbook for instructions.

# SECTION 6

## RESULTANT CONTRACT

### 6.0 PRE-AWARD NEGOTIATIONS

Prior to award of the contract, the successful Proposer(s) may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, prices/premiums, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.

Should contract negotiations not be successful with the selected Proposer within a reasonable timeframe to be set by the City, the City may, based on its exclusive discretion, negotiate with the next most qualified Proposer

### 6.1 EXECUTION OF CONTRACT

Unless otherwise stated, proposals submitted will be irrevocable for a period of one-year following the Proposal Submission Deadline. A contract will be developed following action by the General Manager.

Any contract made pursuant to this RFP must be in the City's format, as shown in Attachment B, and must be accepted in writing by the Proposer. If for any reason Proposer should fail to accept the contract in writing, then the Proposer may be deemed non-responsive and the City may commence contract negotiations with another Proposer.

Please note that the City takes a legal approach whereby all contracts contain an order of precedence. In the event of a discrepancy between the provisions of the Contractor's documents and the City's documents, the City's documents take precedence with respect to resolution of the discrepancy, unless otherwise provided.

### 6.2 AMENDMENTS/MODIFICATIONS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of the resultant Agreement must be made by written amendment approved by the Contracting Authority, the Contractor, and signed by the City Attorney. If Contractor performs any modification without a written amendment, the City will neither pay for nor be obligated to accept said modification.

### 6.3.0 PRIME CONTRACTOR

The Proposer awarded the contract must be the prime Contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and

a listing of subcontractors. The City reserves the right to reject any proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the prime Contractor on the awarded contract. The prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them.

#### **6.3.1 PRIME CONTRACTOR'S ADDRESS**

The address given in the proposal response will be considered the legal address of the Contractor for which certified mail can be delivered. The delivery of any communication to the Contractor personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Contractor at such address, will constitute a legal service thereof. Additionally, telephone numbers, fax numbers and email addresses (if applicable) must be provided to the Contract Administrator. The legal address of the Contractor can be changed only by written notice to the Contract Administrator.

#### **6.3.2 REPLACEMENT OF CONTRACTOR'S STAFF**

The City reserves the right to have the Contractor replace any contract personnel with equally or better qualified staff upon providing written notice to the Contractor. In addition, the City reserves the right to approve in advance any changes in assigned personnel or levels of commitment by the Contractor to the contract.

### **6.4.0 SUBCONTRACTORS/JOINT VENTURES**

#### **6.4.1 Subcontractor Use**

Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City. With approval of the City, the Contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of the resultant Agreement.

The provisions of the resultant Agreement will apply to all subcontractors in the same manner as to the Contractor. In particular, the City will not pay, even indirectly, the fees and expenses of subcontractors that do not conform to the limitations and documentation requirements of the resultant Agreement.

#### **6.4.2 Copies of Subcontractor Agreements**

Upon request from the City, the Contractor will supply the City with all subcontractor agreements at no cost.

### **6.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS**

The Proposer awarded the resulting Contract is required to attend periodic performance feedback meetings facilitated by the City. The meetings will focus on the Contractor's and the City's performance in fulfilling the service level requirements contained in the Contract. The meetings will provide a forum to informally discuss opportunities for improving contract terms and conditions, service level requirements, and cost reductions for both parties.

## 6.6 CONFIDENTIALITY

All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, and its employees during performance of the services, are confidential (hereinafter collectively referred to as "Confidential Information") and shall remain the property of the City. The Contractor agrees not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing, to any other person or entity without the City's written consent. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession. Please see additional security confidentiality requirements outlined in Section 2 Organizational Qualifications and Reliability Sub-section 6 Security Protocols, Disaster Recovery & Guarantees of this RFP.

Any Confidential Information provided by the City to the Contractor, or accessed or reviewed by Contractor, during performance of services, will be made available to its employees, agents, and subcontractors only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents, and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. At no cost to the City the Contractor will, at the conclusion of services, or at the request of the City, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under the contract. The Contractor will not make or retain copies of any such information, materials, or documents. The Contractor and its employees, agents, and subcontractors may have access to confidential employee personnel information; misuse of such information may adversely affect the subject individual's privacy rights and may violate various federal and State statutes. The Contractor will implement reasonable and prudent measures to keep secure employee personnel information accessed by its employees, agents, and subcontractors during the performance of services. The Contractor will advise its employees, agents, and subcontractors of this confidentiality requirement.

The Contractor shall disclose the intent to use any subcontractor outside the continental United States of America to handle any aspect of the work within the scope of services, and shall describe to the City's satisfaction the methods, which will be utilized to protect the City's interests and confidentiality of City records and information in doing so. The City reserves the right to approve any such subcontractor throughout the term of the contract at its sole and absolute discretion.

Any breach of security that occurs through Contractor's website, offices, or network shall require Contractor to be responsible for notifying the City and all members affected by such breach. Contractor shall also be responsible for all costs associated with such notification. The Contractor shall indemnify the City for any breaches of its security and the improper disclosure of confidential information.

## **6.7 EXECUTIVE DIRECTIVE NO 35 REPORTING REQUIREMENT**

Respondents are advised, pursuant to Executive Directive No. 35, if a bidder is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: contractor’s and any subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“contractor/subcontractor Information”). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

## **6.8 TERM & OPTION TO RENEW**

The term of any contract(s) established pursuant to this RFP shall be for the period identified in the RFP.

## **6.9 CITY REQUIREMENTS AND STANDARD PROVISIONS FOR CITY CONTRACTS**

Contractor agrees to and shall comply with the Standard Provisions for City Contracts (Rev. 9/22) [v.1][EBD] and all other general contracting requirements outlined in this RFP.

## **6.10 GOVERNING LAW**

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of the RFP and the resultant Contract, must comply with all applicable laws of the United States of America, the State of California, and of the City. Any action to interpret or enforce the provisions of this RFP shall be filed in the Superior Court of the County of Los Angeles.

## **6.11 CALIFORNIA STATE SALES TAX**

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

## **6.12 CALIFORNIA STATE BOARD OF EQUALIZATION PERMIT**

Proposer must enter the company’s State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the Proposer must sign the proposal form declaring that the company has no California sales tax permit.

## **6.13 FEDERAL EXCISE TAXES**

The City of Los Angeles is generally exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

#### **6.14 PERIODIC INDEPENDENT AUDIT**

The City reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the Contractor and its subcontractors are conducting City business within generally accepted industry standard practices. Each Contractor will be required to cooperate fully with any external audit.

#### **6.15 FINANCIAL AUDIT**

Firms providing services to the City will be responsible for the verification of the legitimacy of payments made to service providers and their subcontractors. The City therefore reserves the right for staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

#### **6.16 CONTRACT EVALUATION PROGRAM**

When the term of the contract pursuant to this RFP has concluded, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Article 13 of Chapter 1 of Division 10 of the Los Angeles Administrative Code, evaluations will be based on specified criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the Contract. Contractor will be provided with a copy of the final City evaluation by request. The City will use the final City evaluation to evaluate future proposals and to conduct reference checks when awarding future service contracts.

**DRAFT**



# City of Los Angeles

## Health Care and Dependent Care Flexible Spending Accounts

Please provide complete and accurate responses to the following questions, statements, and agreements listed below. Answers use a drop down box for Yes or No. Any explanations can be provided in Column E, and should be kept short and succinct (100 words or less).

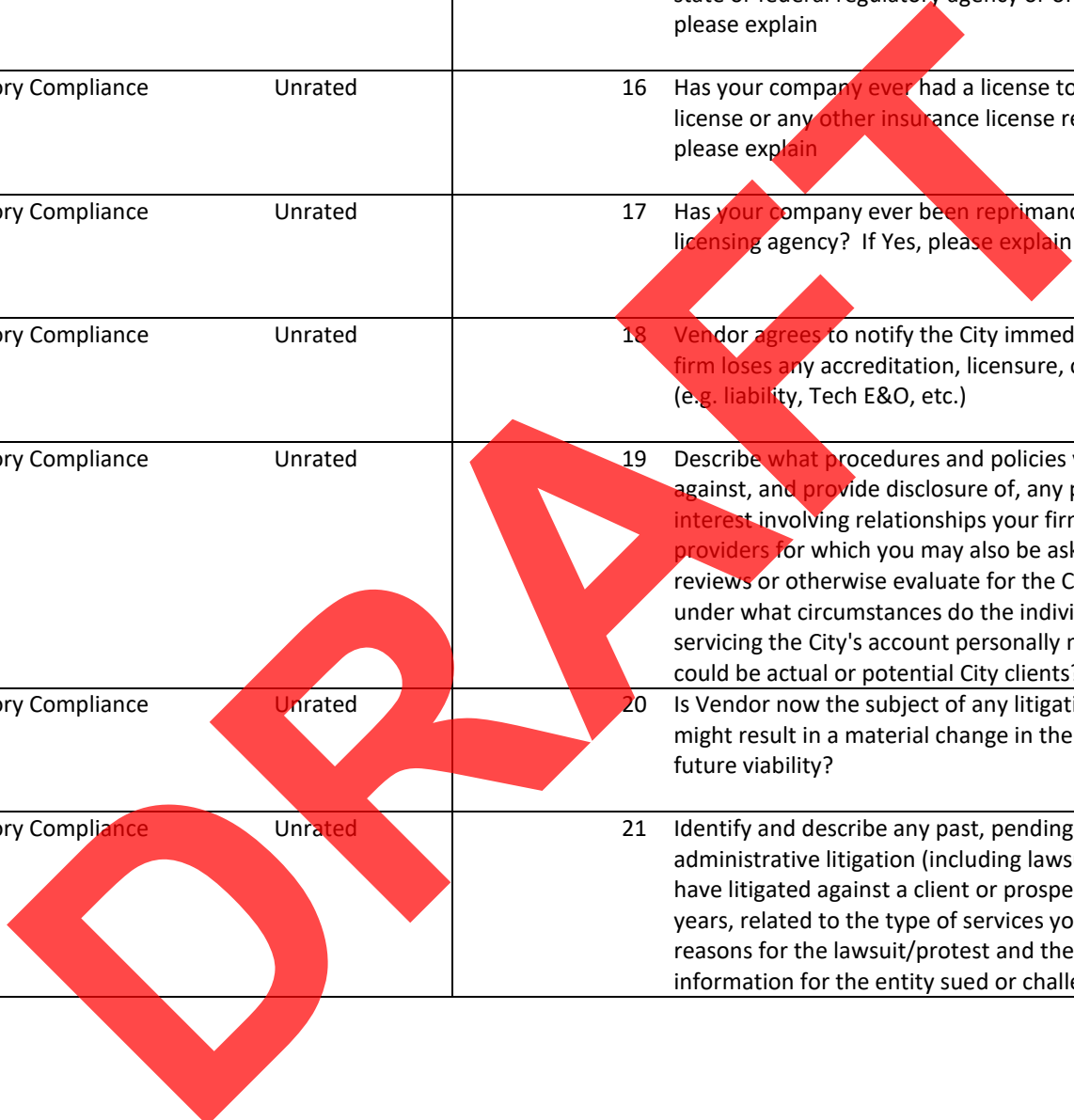
Category	Subcategory	Rated/Unrated	Question No.	Questions, Statement, and Agreements
Organizational Background, Financial Strength, Experience	Overview	Unrated	1	Please provide an overview of your organization and organizational structure, to include the name of your parent company (if you have one), the nature of its business, the name of your company, the length of time your firm has been providing the broad range of services included within this procurement, and headquarters.
Organizational Background, Financial Strength, Experience	Overview	Unrated	2	Please provide your organization's revenues and net profits for the last 3 calendar years.
Organizational Background, Financial Strength, Experience	Overview	Unrated	3	Is your company a subsidiary or affiliate of another company? If yes, describe the nature of the business of the parent firm.
Organizational Background, Financial Strength, Experience	Overview	Unrated	4	Describe any pending agreements to merge or sell your company or any portion thereof, or your parent company; or any pending or anticipated plans to reorganize your company within itself or as part of the larger organization of which your company is a part.
Organizational Background, Financial Strength, Experience	Overview	Unrated	5	What percentage of your services solicited in this RFP would be outsourced to other firms or subcontracted? - For services representing more than 5% of the total fee proposed for this RFP, identify all providers and their functions. - For services that will be outsourced or subcontracted overseas to non-U.S. service providers, please identify the overseas providers, the % of services that will be outsourced or subcontracted, and their functions.
Organizational Background, Financial Strength, Experience	Experience	Unrated	6	As of 1/1/2024, how many participants do you have under administration for each HCFSAs and DCFSAs for Public Sector clients?

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Organizational Background, Financial Strength, Experience	Experience	Unrated	7 As of 1/1/2024, how many participants do you have under administration for each HCFSAs and DCFSAs for total (Private and Public Agency) clients?
Organizational Background, Financial Strength, Experience	Experience	Unrated	8 How many Public Agency clients do you have as of 1/1/2024?
Organizational Background, Financial Strength, Experience	Experience	Unrated	9 How many total (Private and Public Agency) clients do you have as of 1/1/2024?
Organizational Background, Financial Strength, Experience	Experience	Unrated	10 Please indicate your Public Agency client retention rate (percentage of your total plan clients that have retained your firm) as of 1/1/2024, 1/1/2023, 1/1/2022, 1/1/2021.
Organizational Background, Financial Strength, Experience	Experience	Unrated	11 Please indicate your total (Private and Public Agency) client retention rate (percentage of your total plan clients that have retained your firm) as of 1/1/2024, 1/1/2023, 1/1/2022, 1/1/2021.
Organizational Background, Financial Strength, Experience	Experience	Unrated	12 Indicate the total number of full-time employees in your firm as of 12/31/23, 12/31/22, and 12/31/21
Organizational Background, Financial Strength, Experience	Experience	Unrated	13 Describe your ability to take on a client the size of the City of Los Angeles? How will you ensure excellent service and support for the duration of the contract?
Organizational Background, Financial Strength, Experience	Experience	Unrated	14 Describe any incident within the past five years in which your business has had a contract terminated for default. Termination for default is defined as notice to stop performance due to your organization's non-performance or poor performance and the issue was either not litigated or litigated and such litigation determined your organization to be in default. Submit full details of all terminations for default experienced by your firm during the past five years including the other party's name, address, telephone number and your firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject your firm's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of your firm. If your firm has experienced no termination for default in the past five years, so indicate.

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Organizational Background, Financial Strength, Experience	Regulatory Compliance	Unrated	15 Has your company been the subject of any complaint filed with any state or federal regulatory agency or office In the past five years? If Yes, please explain
Organizational Background, Financial Strength, Experience	Regulatory Compliance	Unrated	16 Has your company ever had a license to do business, an agent/broker license or any other insurance license revoked or suspended? If Yes, please explain
Organizational Background, Financial Strength, Experience	Regulatory Compliance	Unrated	17 Has your company ever been reprimanded or otherwise cited by a licensing agency? If Yes, please explain
Organizational Background, Financial Strength, Experience	Regulatory Compliance	Unrated	18 Vendor agrees to notify the City immediately (within 24 hours) if your firm loses any accreditation, licensure, or required insurance coverage (e.g. liability, Tech E&O, etc.)
Organizational Background, Financial Strength, Experience	Regulatory Compliance	Unrated	19 Describe what procedures and policies you have in place to protect against, and provide disclosure of, any potential or perceived conflict of interest involving relationships your firm may have with service providers for which you may also be asked to conduct performance reviews or otherwise evaluate for the City's Plan. To what extent and under what circumstances do the individuals who would be directly servicing the City's account personally meet with service providers that could be actual or potential City clients?
Organizational Background, Financial Strength, Experience	Regulatory Compliance	Unrated	20 Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?
Organizational Background, Financial Strength, Experience	Regulatory Compliance	Unrated	21 Identify and describe any past, pending or threatened judicial or administrative litigation (including lawsuits or protests) in which you have litigated against a client or prospective client, within the past five years, related to the type of services you are proposing. Indicate the reasons for the lawsuit/protest and the outcome. Provide contact information for the entity sued or challenged.



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Organizational Background, Financial Strength, Experience	Financial Strength	Unrated	22	Please provide the most recent rating for your company by the following: - Standard and Poor's - Duff and Phelps - A.M. Best - Moody's If your firm is not rated, submit documentation of a similar nature, which attests to your firm's financial stability.
Organizational Background, Financial Strength, Experience	Financial Strength	Unrated	23	Have there been any downgrades in your ratings in the last 2 years? Y/N If yes, indicate to what they are attributed
Organizational Background, Financial Strength, Experience	Financial Strength	Unrated	24	Has your company or its subsidiaries ever filed or been petitioned into bankruptcy or insolvency or has your company ever made any assignment for the benefit of your creditors? If so, provide complete details.
Organizational Background, Financial Strength, Experience	Financial Strength	Unrated	25	Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	26	Vendor agrees to provide debit card utilization reporting
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	27	Vendor agrees to provide funding reporting
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	28	Vendor agrees to provide quarterly and annual utilization reports
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	29	A 240-day notice of rate change (including rate renewal) or termination will be provided.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	30	Vendor agrees to provide year end forfeiture report within 4 months of the end of the plan year?
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	31	Are plan documents provided as a template or is it customized by the Vendor for the specific plan?

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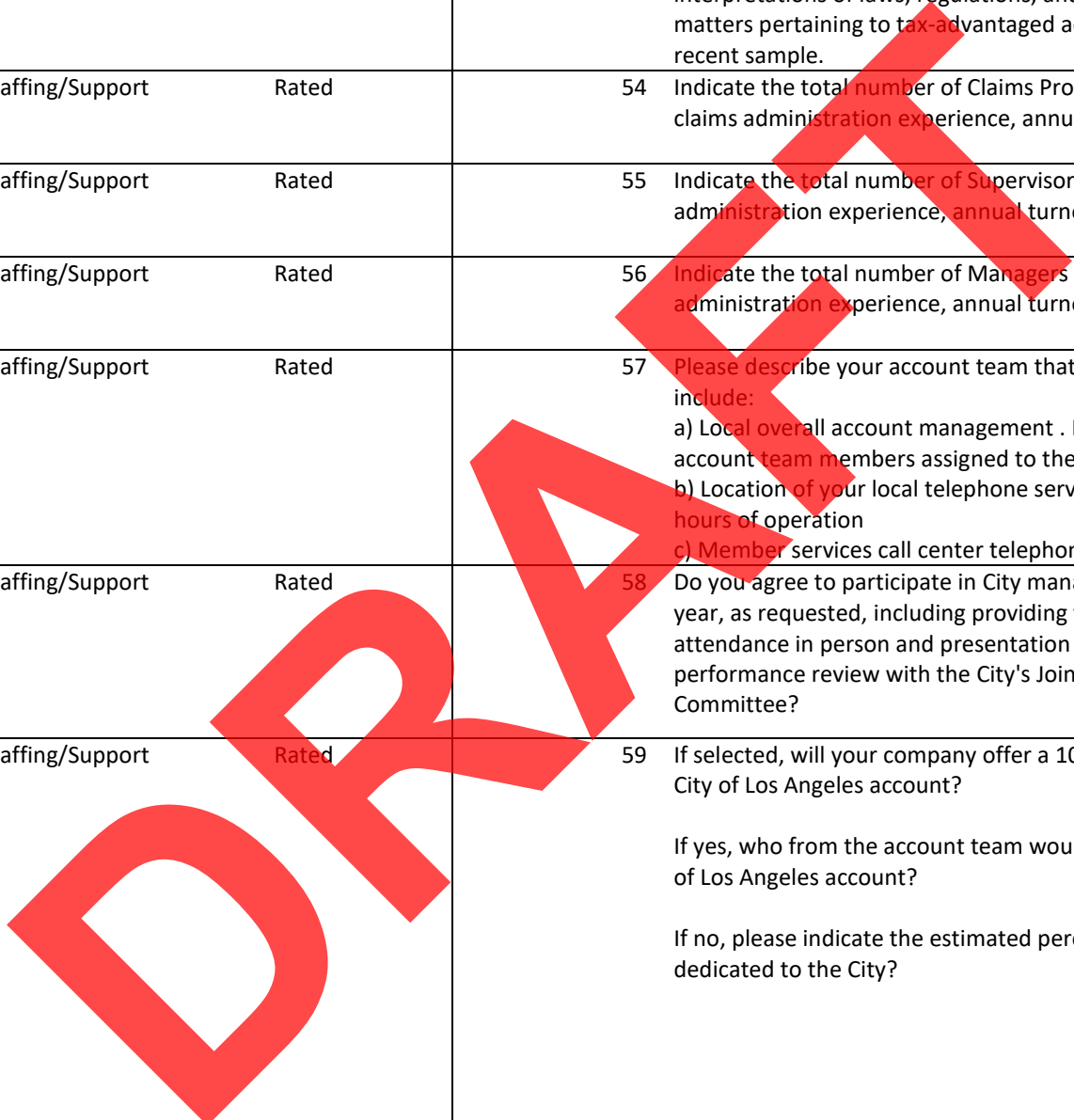
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	32	The City's preferred method is to send funding on a weekly basis with no pre-fund/capital deposit. Can you administer that method? If not, please explain how you can administer.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	33	Can Vendor electronically administer a Grace Period?
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	34	Can Vendor electronically administer the roll-over provision(s)?
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	35	Can your system maintain covered dependent information if that information is provided to you by the City or the member?
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	36	Describe how you would track and capture employee contributions, eligibility information, benefit payments, account balances, etc.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	37	Indicate if your system can store alternate participant ID numbers in addition to social security numbers (SSN), and if your system can perform search, sort, and reporting functions using alternate participant IDs in lieu of SSN.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	38	Confirm that you will provide an implementation credit for the contract starting 1/1/2025 (whether or not you are the incumbent) that the City may use at it's discretion for FSA related activities (e.g. programming, communications, etc.). Please also indicate the amount of the credit you will provide.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	39	Vendor has provided a detailed implementation plan, with milestones/deadlines/roles/responsibilities, that assumes a tentative contract award date of 7/1/2024 with effective date of 1/1/2025.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	40	Vendor agrees to accept electronic enrollment feeds
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	41	Vendor agrees to accept electronic payroll deduction feeds

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Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	42	Vendor shall audit the payroll feeds posted to accounts match payroll feed sent by employer group?
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	43	Confirm: Electronic file feeds shall be posted within 2 business days following receipt of file
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	44	What 3 recent enhancements/innovations have you implemented over the last few years? Comment on how these innovations are relevant to the City and its mission for this program.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	45	Confirm that you provide Online calculators for participants
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	46	Confirm that you will provide an Employer web-based on-line access to employee accounts
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	47	Please indicate whether you can create customized reports for the City by request. Is there an additional fee for customized reports? If so, please describe how the additional fee is determined.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	48	Confirm that upon termination of any resulting agreement that you will provide files, data, and reports to a subsequent vendor at no cost to the City or subsequent vendor and in a format that is usable by the subsequent vendor.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	49	Describe any other media or technology your firm could bring to enhance this program specifically and/or employer benefits programs more broadly.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	50	Can your system accommodate changes to an employee's election during the plan year due to: Employee Status Changes, Family Status Changes, Changes in eligibility, Leaves of Absence, or other events that would impact election and contributions.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	51	Confirm that you can accept two separate files, one for enrollment and one for contributions from either the City's Third Party Administrator or as a direct file from the City's payroll system on a bi-weekly basis. If No, please explain.
Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	52	Can the City audit the services provided? Indicate what services, records and access will be made available to the City at no additional charge. Also, indicate frequency and notice requirements that are part of the right to audit provision.

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Plan Administration Support & Account Management	Plan Sponsor Services/Reports	Rated	53 What resources do you have to provide your clients with legal analysis, interpretations of laws, regulations, and other legislative and regulatory matters pertaining to tax-advantaged account programs? Provide a recent sample.
Plan Administration Support & Account Management	Direct Staffing/Support	Rated	54 Indicate the total number of Claims Processors (# of staff, avg. years claims administration experience, annual turnover %)
Plan Administration Support & Account Management	Direct Staffing/Support	Rated	55 Indicate the total number of Supervisors (# of staff, avg. years claims administration experience, annual turnover %)
Plan Administration Support & Account Management	Direct Staffing/Support	Rated	56 Indicate the total number of Managers (# of staff, avg. years claims administration experience, annual turnover %)
Plan Administration Support & Account Management	Direct Staffing/Support	Rated	57 Please describe your account team that will be assigned to the City to include: a) Local overall account management . Please identify the proposed account team members assigned to the City. b) Location of your local telephone service office, number of staff, and hours of operation c) Member services call center telephone number
Plan Administration Support & Account Management	Direct Staffing/Support	Rated	58 Do you agree to participate in City management meetings during the year, as requested, including providing for (at your own cost) attendance in person and presentation materials for an annual performance review with the City's Joint Labor-Management Benefits Committee?
Plan Administration Support & Account Management	Direct Staffing/Support	Rated	59 If selected, will your company offer a 100% dedicated unit/staff to the City of Los Angeles account?  If yes, who from the account team would be 100% dedicated to the City of Los Angeles account?  If no, please indicate the estimated percent of time that staff would be dedicated to the City?



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Plan Administration Support & Account Management	Direct Staffing/Support	Rated	60	Vendor agrees to provide an implementation manager?
Plan Administration Support & Account Management	Direct Staffing/Support	Rated	61	Vendor agrees to provide a dedicated account manager to this account?
Plan Administration Support & Account Management	Direct Staffing/Support	Rated	62	Confirm that you will provide a dedicated Account management team/manager for addressing administrative and client relationship issues
Plan Administration Support & Account Management	Claims Processing	Rated	63	What are your internal payment processing standards, including claim processing and payment issuance timelines? Do you consistently meet those standards? If so, indicate the % of time that you meet your internal standards.
Plan Administration Support & Account Management	Direct Staffing/Support	Rated	64	Confirm that you will have a representative attend annual Open Enrollment meetings, in person or virtually (as required by the City).
Plan Administration Support & Account Management	Claims Processing	Rated	65	What % of claims are auto-adjudicated?
Plan Administration Support & Account Management	Claims Processing	Rated	66	Please provide the # of CSR staff, avg. years customer service experience, annual turnover %.
Plan Administration Support & Account Management	Claims Processing	Rated	67	Do you assign CSRs to specific accounts? If yes, how many would be assigned to the City? If no (not?), can dedicated CSRs be assigned to the City?
Plan Administration Support & Account Management	Claims Processing	Rated	68	With regard to your recordkeeping systems, please describe your record retention and destruction policy, including how long records are retained.
Plan Administration Support & Account Management	Claims Processing	Rated	69	Describe how your systems/processes check for duplicate expenses.
Plan Administration Support & Account Management	Claims Processing	Rated	70	Vendor shall accept claims submitted via U.S. mail?
Plan Administration Support & Account Management	Claims Processing	Rated	71	Vendor shall accept claims submitted via fax?



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Plan Administration Support & Account Management	Claims Processing	Rated	72	Please provide the location of the claims office(s) that will handle the City of Los Angeles claims.
Plan Administration Support & Account Management	Claims Processing	Rated	73	What is the average number of claims processed for each claims processor, by day, for the team that will be assigned to the City of Los Angeles?
Plan Administration Support & Account Management	Claims Processing	Rated	74	What is your annual HC/DC FSA claims volume?
Plan Administration Support & Account Management	Claims Processing	Rated	75	How many dedicated claims processors will be assigned to the City?
Plan Administration Support & Account Management	Claims Processing	Rated	76	Can your system flag certain recurring expenses that have already been substantiated? (i.e., will you require substantiation of a recurring eligible expense each time the expense is submitted or only the first time the expense is submitted?)
Plan Administration Support & Account Management	Claims Processing	Rated	77	Confirm that you will provide issuance of reimbursements
Plan Administration Support & Account Management	Claims Processing	Rated	78	Confirm that you will provide Employee notification of account balances near year-end
Plan Administration Support & Account Management	Claims Processing	Rated	79	Describe your process of working with the City and/or its health care plans to auto-substantiate debit card purchases. Do you allow for the 'loading' of benefit schedules for medical, dental, and vision plans in order to facilitate a higher level of auto-adjudication? Additionally, describe which automatic electronic substantiation methods you use, including copayments, recurring claims, etc.
Plan Administration Support & Account Management	Claims Processing	Rated	80	Will separate reimbursement checks be used for healthcare versus dependent care reimbursements? If so, will these be processed in the same or different locations?
Plan Administration Support & Account Management	Claims Processing	Rated	81	Describe your process for manually substantiating claims that you are unable to auto-substantiate.
Plan Administration Support & Account Management	Claims Processing	Rated	82	Confirm that you will pay claims during the run-out period for FSA/DCRA.

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Plan Administration Support & Account Management	Claims Processing	Rated	83	How and when are employees warned of potential FSA/DCRA forfeitures? Please include the medium(s) in which employees will receive those warnings (e.g. letter in mail, email, phone call, text) and provide samples of these warning notifications. How are actual forfeitures identified and reported to the City and participants?
Plan Administration Support & Account Management	Claims Processing	Rated	84	Do you offer ACH or direct deposit of FSA/DCRA reimbursements into participants' bank accounts?
Plan Administration Support & Account Management	Claims Processing	Rated	85	For the claim office proposed, please indicate financial accuracy as a percent of total claims dollars paid (include over / underpayments) over the past 12 months.
Plan Administration Support & Account Management	Claims Processing	Rated	86	Do you anticipate any changes to the claims system over the next two years? If so, how will they affect the claims system used for the City?
Plan Administration Support & Account Management	Claims Processing	Rated	87	Describe your method for ensuring that benefit terminations are adequately and timely handled. How does the system track termination dates provided to you by the City?
Plan Administration Support & Account Management	Claims Processing	Rated	88	Confirm that you have the ability to recoup ineligible expenses from future approved claims.
Plan Administration Support & Account Management	Claims Processing	Rated	89	Please confirm whether you are able to close/suspend/lock accounts when an employee goes on a long term leave and contributions are not being made. If not, what would need to be done to automate this?
Plan Administration Support & Account Management	Claims Processing	Rated	90	With what other companies do you contract in order to provide debit card services (e.g. bank, credit card company, etc.)? Describe the services provided by your company and those contracted to other companies, and the contractual arrangements.
Plan Administration Support & Account Management	Claims Processing	Rated	91	Describe your process in handling debit card transactions (include timeframes) from point of sale through posting to member accounts. Address member's ability to access transaction information online (computer & mobile app) or via IVR.
Plan Administration Support & Account Management	Claims Processing	Rated	92	Describe your debit card services and type of benefits handled (e.g., FSA, Dependent Care,, etc.). Do you provide a proprietary card or do you use an outside vendor?

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Plan Administration Support & Account Management	Claims Processing	Rated	93	Describe the member's appeal options in the event a reimbursement claim is denied. In the event of a contested claim, does the employee have any recourse with the plan sponsor?
Plan Administration Support & Account Management	Claims Processing	Rated	94	Do you provide reports on member complaints, grievances, and appeals? If so, please provide a sample.
Plan Administration Support & Account Management	Claims Processing	Rated	95	Describe your member claim submission and reimbursement process from the time a member wishes to claim the expense to the time payment is provided.
Plan Administration Support & Account Management	Claims Processing	Rated	96	Is the debit card issued automatically to the employee or only upon request? If automatic, is a new card issued if the member continues enrollment from one plan year to the next?
Plan Administration Support & Account Management	Claims Processing	Rated	97	Describe your procedures and policies that prevent abuse of the debit card (e.g. use by the employee to purchase items that are not qualified medical expenses).
Plan Administration Support & Account Management	Claims Processing	Rated	98	Can debit cards be issued to dependents? If so, describe the process and any limitations.
Plan Administration Support & Account Management	Claims Processing	Rated	99	Please indicate your average claims turnaround, processing, payment, and coding accuracy for the claims office that would be used to process the City's claims.
Plan Administration Support & Account Management	Claims Processing	Rated	100	Confirm that you will provide processing of requests for reimbursement, including eligibility verification
Plan Administration Support & Account Management	Compliance	Rated	101	Will the Vendor provide ongoing maintenance of FSA plan document(s) to reflect plan design changes and changes in law?
Plan Administration Support & Account Management	Compliance	Rated	102	Describe in detail your procedures and safeguards used to protect the confidentiality of member accounts, including security for your hardware and facility, authorized access to data, confidentiality of data, and security for hard-copy documents.
Plan Administration Support & Account Management	Compliance	Rated	103	Describe your response plan in the event of a data security breach.
Plan Administration Support & Account Management	Compliance	Rated	104	Confirm that you will indemnify the City for any liability associated with security breaches of your record keeping system.

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Plan Administration Support & Account Management	Compliance	Rated	105	Confirm that your response plan, in the event of a data security breach, includes credit protection/monitoring services to impacted members.
Plan Administration Support & Account Management	Compliance	Rated	106	Confirm that you will confidentially maintain member data, records and personal information such as social security numbers, dates of birth, marital status, home addresses, transaction histories, and other information related to participation in your program.
Plan Administration Support & Account Management	Compliance	Rated	107	Describe what credit protection and other services you provide to members who may be impacted by a data security breach.
Plan Administration Support & Account Management	Compliance	Rated	108	Describe your disaster planning/prevention resources and plans, including the frequency with which your data is backed up and redundant processing centers.
Plan Administration Support & Account Management	Compliance	Rated	109	Describe your disaster recovery resources and plans; indicate how often you test your recovery system.
Plan Administration Support & Account Management	Compliance	Rated	110	Does Vendor use a home grown service platform?
Plan Administration Support & Account Management	Compliance	Rated	111	Does Vendor use a third party service platform?
Plan Administration Support & Account Management	Compliance	Rated	112	Does Vendor own its debit card adjudication system?
Plan Administration Support & Account Management	Compliance	Rated	113	Does Vendor comply with SAS 70 Type II service audit programs?
Plan Administration Support & Account Management	Compliance	Rated	114	Does Vendor use secure and encrypted FTP, SFTP, HTTPS and VPN methods of data transmission as a means of sending and receiving files between parties?
Plan Administration Support & Account Management	Compliance	Rated	115	Is all data in storage and back up media encrypted using AES 256-bit encryption or better?
Plan Administration Support & Account Management	Compliance	Rated	116	Vendor complies with all HIPAA electronic transaction and security standards?

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Plan Administration Support & Account Management	Compliance	Rated	117	Vendor agrees to provide customizable compliant Plan Document for the FSA plan?
Plan Administration Support & Account Management	Compliance	Rated	118	Is Vendor planning or anticipating IT System changes, downsizing, office closures, or staff reductions?
Plan Administration Support & Account Management	Compliance	Rated	119	Is Vendor able to report FICA savings to an employer group?
Plan Administration Support & Account Management	Compliance	Rated	120	How do your electronic capabilities compare to those in place at other organizations in terms of (a) security controls (e.g. use of and access to SSNs, touch/fingerprint access to self-identify on a mobile app, etc.); and (b) interactivity and responsiveness (e.g. use of a message center and emails/texts to communicate confirmation of transactions)?
Plan Administration Support & Account Management	Participant Education/Communications	Rated	121	Confirm that you will provide the following, both hard copy and digitally, at no charge to the City: New member/enrollee print materials/brochures to explain services offered for each tax-advantaged spending account and instructions on how to enroll, make changes and/or corrections, file claims, etc. (please provide a sample brochure).
Plan Administration Support & Account Management	Participant Education/Communications	Rated	122	Confirm that you will provide the following, both hard copy and digitally, at no charge to the City: Materials outlining the services offered by your organization (please provide a sample brochure).
Plan Administration Support & Account Management	Participant Education/Communications	Rated	123	Vendor agrees to provide to the City with hardcopy communication materials for Open Enrollment at no additional charge? If No, please document fees in your Pricing Proposal
Plan Administration Support & Account Management	Participant Education/Communications	Rated	124	Confirm that you will provide the City with HTML, push ready emails pertaining to the City's FSA program for the City to send out. Frequency requested: One (1) for Open Enrollment communications; one (1) mid-year; and one (1) pertaining to Wellness [Total of 3 per year]. This will be provided at no charge to the City.
Plan Administration Support & Account Management	Participant Education/Communications	Rated	125	Provide samples of any videos you've developed that could be used by a public sector plan sponsor for marketing or educational purposes, if you have produced them.
Plan Administration Support & Account Management	Participant Education/Communications	Rated	126	Do you offer or can you provide any in-person presentation or virtual education regarding tax advantaged spending accounts (i.e. HCFSA, DCRA, etc.) to client employees?

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Plan Administration Support & Account Management	Participant Education/Communications	Rated	127	Confirm that you will mail statements to those participants that do not have an email address on file.
Plan Administration Support & Account Management	Participant Education/Communications	Rated	128	Describe your organization's video educational and marketing content. What specific video content do you make available and is it applicable to public sector plan sponsors of employee benefit plans? Does this material require or does it not require customization for the City's Plan? Indicate whether you charge your public sector plan sponsors for the use of this material in their plans or for customization.
Plan Administration Support & Account Management	Participant Education/Communications	Rated	129	Indicate whether your firm generates communications in "newsletter" formats and at what frequency.
Plan Administration Support & Account Management	Participant Education/Communications	Rated	130	Indicate whether your system has the ability to push out emails to members who have recorded email addresses within your system.
Plan Administration Support & Account Management	Participant Education/Communications	Rated	131	Describe your system's capabilities to generate and send alerts (via text/email/mail) to employees regarding their account activities and provide samples. At what frequency are the alerts generated and sent out to employees? Can you and/or the City as the Plan Administrator generate and send alerts to targeted groups of employees? If so, please describe.
Plan Administration Support & Account Management	Participant Education/Communications	Rated	132	Describe your interactive support tools available to members. Are these tools yours or do they come from a third party? Describe the kind of information available to members and how they would access it.
Plan Administration Support & Account Management	Participant Education/Communications	Rated	133	Describe other communication tools available for members such as after hour contact capability, chat feature and email.
Plan Administration Support & Account Management	Participant Education/Communications	Rated	134	Describe the resources you provide to members to help them differentiate eligible from ineligible expenses.
Plan Administration Support & Account Management	Website	Rated	135	Provide your firm's "web vision." This should include the foundation, principles and philosophy that guide your current site and form the foundation for future evolution, and enhancements you are preparing for over the next 3-5 years. Describe how this vision differentiates you from your competitors.

Plan Administration Support & Account Management	Website	Rated	136	Vendor agrees to provide an employer online portal?
Plan Administration Support & Account Management	Website	Rated	137	Vendor agrees to provide employer training on online portal?
Plan Administration Support & Account Management	Website	Rated	138	How many hours of scheduled downtime occurred for your systems over the last 3 calendar years? Describe each incident and explain: --The cause of the down time, --The impact on members, including any losses --How the incident was handled, and --Whether there are any pending claims related to any of these outages.
Plan Administration Support & Account Management	Website	Rated	139	Confirm that you will provide a customized, co-branded microsite for the City at no charge. What resources, if any, does your organization devote to generating fresh website and/or other news content? Provide examples of fresh content (no more than two pages in length your organization has generated in the 3-month period ending in 12/31/23) as an attachment.
Plan Administration Support & Account Management	Website	Rated	140	Describe your website's capabilities for posting news, updates and other information from your organization or from the plan sponsor.
Plan Administration Support & Account Management	Website	Rated	141	Describe how your member web-interface differs from the City's current member website provided by WageWorks/Health Equity and where you see gaps (both positive and negative).
Plan Administration Support & Account Management	Website	Rated	142	Please provide the overall website unique user engagement rate as a percentage of your total member population of your five largest public agency clients.
Plan Administration Support & Account Management	Website	Rated	143	The City will be evaluating the proposer's member self-service web portal used by members to manage their tax-advantaged spending accounts. Please provide an Internet address and instructions (both pre-login and post-login) on how to access a demo site for your member website that is fully functional with both HFSA and DCFSA contents.
Plan Administration Support & Account Management	Website	Rated	144	Provide your plan sponsor website, if you have one, and dummy account access information for the City to review and evaluate as the Plan Administrator (please note this website is separate from the member self-service website which the City is also requesting a demo site be provided with dummy account access information to review and evaluate as part of the RFP evaluation process).

**ATTACHMENT B**

Plan Administration Support & Account Management	Website	Rated	145	Indicate if you have a mobile application or mobile optimized website. What features does it include or may it be limited compared to the regular member website? What information (if any) can be customized by the plan sponsor? If you offer one, provide information regarding how to access your mobile application. Indicate whether and how you maintain consistency between your mobile application and website.
Member Services	Access	Rated	146	Indicate whether language services other than English are available for your website and whether your website has been reviewed as compliant with applicable laws/regulations for disabled member access.
Member Services	Access	Rated	147	Vendor agrees to provide account holders with <b>2 debit cards</b> at no additional cost?
Member Services	Access	Rated	148	Vendor agrees to provide an employee online portal with real time access that employees can submit claims and view account balances?
Member Services	Access	Rated	149	After you receive eligibility information from the City, what is the average length of time to add access for a new member? (Are there minimum requirements?)
Member Services	Access	Rated	150	Describe how and what is required of members to establish online access to their accounts, and what is required of members to obtain access when they have lost a username/password.
Member Services	Call Center	Rated	151	Vendor agrees to provide a dedicated call-center team, specific to City of LA, for member questions?
Member Services	Call Center	Rated	152	Over the most recent 12-month period, what was the average speed of a customer service representative (CSR) to answer, in seconds?
Member Services	Call Center	Rated	153	Over the most recent 12-month period, what was your call abandonment rate?
Member Services	Call Center	Rated	154	What is your average call resolution time?
Member Services	Call Center	Rated	155	What language services other than English are available by phone? Confirm your ability to provide Spanish language services and TDD services during all hours of telephone customer service availability.
Member Services	Call Center	Rated	156	Describe what resources, policies and practices you have in place to monitor, assess and improve upon the service quality of your customer service team/staff.

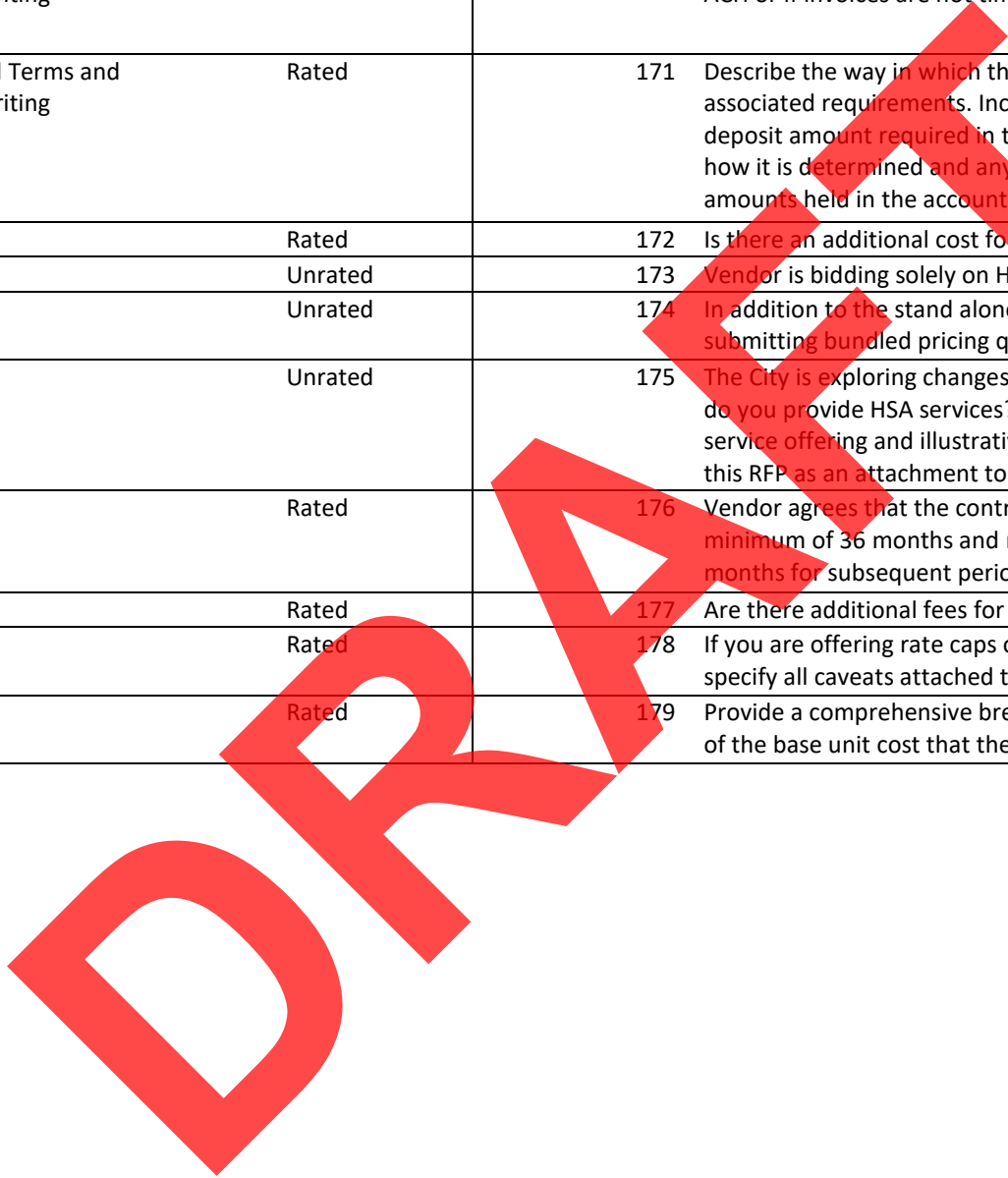


**ATTACHMENT B**

Member Services	Call Center	Rated	157	Please describe what type of information CSRs provide to members telephonically regarding each of the tax-advantaged spending accounts (healthcare and dependent care). Are CSRs trained to provide instructions and/or step by step guidance to members on how to enroll, make changes or corrections to their accounts online, file claims, etc.? Please provide sample CSR telephonic scripts.
Member Services	Claims Processing	Rated	158	Indicate the overall % of claim denials for each 2023, 2022, 2021, and 2020.
Member Services	General Services	Rated	159	Confirm that you will not charge a fee for lost/stolen/replacement debit cards.
Member Services	Quality Assurance Process and Programs	Rated	160	Does Vendor require a minimum amount/level threshold for reimbursement? If yes, enter amount in the Explanation Column
Member Services	Quality Assurance Process and Programs	Rated	161	Indicate if you can accommodate the assessment of member fees using the City's current method of direct assessments against employee paychecks or, alternatively, collection of the fee by your firm from the member's spending account.
Member Services	Quality Assurance Process and Programs	Rated	162	Please outline the frequency and duration of any formal training programs for claim processors and claim managers. Describe initial and ongoing training separately.
Member Services	Satisfaction	Rated	163	If a participant satisfaction survey has been performed, is a copy being included in your proposal response?
Member Services	Satisfaction	Rated	164	Indicate the satisfaction level for your five largest public agency clients for each of the last 3 survey periods.
Member Services	Satisfaction	Rated	165	If you have collected member satisfaction survey data, indicate your 2023 results for both your full client base as well as your five largest public sector clients.
Financial Cost	Proposal Terms and Underwriting	Rated	166	Confirm Performance Guarantees have been provided on the applicable tab
Financial Cost	Proposal Terms and Underwriting	Rated	167	Is there an additional cost for any nondiscrimination testing services? If "yes", please include a detailed listing of the fees in your pricing proposal
Financial Cost	Proposal Terms and Underwriting	Rated	168	Are Direct Deposit fees included in standard pricing?
Financial Cost	Proposal Terms and Underwriting	Rated	169	Does Vendor require a specific bank or financial institution be used for funding the accounts? If Yes, enter name of bank in the Explanation Column

**ATTACHMENT B**

Financial Cost	Proposal Terms and Underwriting	Rated	170	Are there additional charges in the event of insufficient funds to cover ACH or if invoices are not timely paid? If so, describe.
Financial Cost	Proposal Terms and Underwriting	Rated	171	Describe the way in which the banking arrangement works and all associated requirements. Include the timing of the call for funds, any deposit amount required in the account, its term (weekly, monthly), how it is determined and any interest earned on the deposit or on amounts held in the account until checks are cashed.
Financial	Cost	Rated	172	Is there an additional cost for any plan document services?
Financial Cost	Cost	Unrated	173	Vendor is bidding solely on HCPSA/DCPSA.
Financial Cost	Cost	Unrated	174	In addition to the stand alone HCPSA/DCPSA quote, Vendor is also submitting bundled pricing quote with Transit and Commuter Services
Financial Cost	Cost	Unrated	175	The City is exploring changes to its medical offering to include a HDHP; do you provide HSA services? If so, please provide an overview of your service offering and illustrative 2025 pricing schedule non-binding to this RFP as an attachment to your RFP response.
Financial	Cost	Rated	176	Vendor agrees that the contract pricing will be guaranteed for a minimum of 36 months and renewable for a minimum of twelve (12) months for subsequent periods
Financial Cost	Cost	Rated	177	Are there additional fees for electronic feeds?
Financial Cost	Cost	Rated	178	If you are offering rate caps on fee increases for years 4 and 5, please specify all caveats attached to the rate guarantee(s) offered.
Financial Cost	Cost	Rated	179	Provide a comprehensive breakdown of any transactional fees outside of the base unit cost that the City or its participants may be subject to.



# City of Los Angeles

Enter your Firm Name

## Health Care and Dependent Care Flexible Spending Accounts

HC/DC Flexible Spending Account	Current	Plan Year 1/1/2025	Plan Year 1/1/2026	Plan Year 1/1/2027	Optional: Plan Year 1/1/2028	Optional: Plan Year 1/1/2029
Per Participant Per Month Fee	\$3.00		\$0.00	\$0.00		
Debit Card Fee (Per Participant Per Month)	\$0.00		\$0.00	\$0.00		
Implementation Fee (First Year Only, if applicable)	N/A		\$0.00	\$0.00		
Debit Card Set Up Fee (Per Participant)	\$0.00		\$0.00	\$0.00		
Debit Card Monthly Fee	\$0.00		\$0.00	\$0.00		
Lost/Stolen Replacement Card	\$0.00		\$0.00	\$0.00		
Annual Renewal Fee (if applicable)	\$0.00		\$0.00	\$0.00		
<b>TOTAL Annual Cost</b>						
<b>Rate Guarantee</b>		3 years				

Listing of additional services and their corresponding fees (add any not listed in the blank spaces)						
Services		Fees/Basis	Fees/Basis	Fees/Basis	Fees/Basis	Fees/Basis
Non-Discrimination Testing	Included					

Please note: Pricing indicated on this tab is binding/final. No provisions for escalators, 'greater of', or CPI indexes will be accepted as caveats for pricing. Additionally, travel should not be charged to the City.

Indicate your understanding of the above notes by initialing here: \_\_\_\_\_

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# City of Los Angeles

Enter your Firm Name

## Health Care and Dependent Care Flexible Spending Accounts

### Underwriting Terms and Conditions

Please provide all applicable Underwriting Terms and Conditions for your proposal.

Please provide the detailed rate development to support the rates in the proposal and all other components. Fixed costs, variable costs and fees must be broken out in detail.

Detail any underwriting provisions (rules), if any, you will impose.

Confirm the number of assumed participants used for rate development for each year of the contract

Confirm that travel costs are not included in the basis of the rate that was provided.

Confirm that the pricing indicated in this proposal binding/final. No provisions for escalators, 'greater of', or CPI indexes are included as caveats for pricing.

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# City of Los Angeles

## Health Care and Dependent Care Flexible Spending Accounts

Total Fees at Risk: 16%

Performance Category	Performance Standard	Definition/Calculation	Goal	Year 1	Subsequent Years	
Implementation – Applies to First Year Only	FSA Plan Implementation	The following components of implementation will be completed within the specified timeframes: -Hard launch by the stated effective date, 1/1/2025 -Benefits loaded by the effective date -Phone lines implemented by the effective date -Communication materials (printed or electronic) delivered to the City by August 15th (prior to Open Enrollment) -Milestones met (mutually agreed upon in implementation workplan) -Implementation kick off meeting held about August 1st	Annual, Client level determination within 180 days after effective date	Met/Not Met	3.00%	0.00%
Account Management	JLMBC Attendance	Account Manager attendance at JLMBC, in person, upon request	Reported annually	Met/Not Met	0.50%	0.50%
Account Management	Account Management Satisfaction	City staff survey results confirm their satisfaction level with the Account Management team as either Somewhat or Very satisfied	Reported annually	Met/Not Met	1.00%	2.00%
FSA Administration	Claims processing	99% of claims processed within 2 business days for visibility on web-site	Reviewed Quarterly; Reported Annually; calculated based on the total number of claims received and processed within the two business day time frame divided by the total number of claims received.	Met/Not Met	0.50%	0.50%
FSA Administration	Claims accuracy	99% for payment (financial) accuracy	Measured Quarterly and Reported annually.	Met/Not Met	0.50%	0.50%
FSA Administration	Claims reimbursement	95% of approved claims paid out within 5 business days from processing	Measured Quarterly and Reported annually.	Met/Not Met	0.50%	0.50%

**ATTACHMENT B**

FSA Administration	Card fulfillment	95% of cards mailed within 5 business days upon transmission of clean enrollment file to card production vendor	Measured Quarterly and Reported annually.	Met/Not Met	0.50%	0.50%
FSA Administration	System uptime	The employer and participant portals will be up $\geq$ 99% of the time	Measured Quarterly and Reported annually.	Met/Not Met	0.50%	0.50%
FSA Administration	File processing	99% of files loaded within 48 business hours and balances updated within 72 business hours	Measured Quarterly and Reported annually.	Met/Not Met	0.50%	0.50%
FSA Administration	Timeliness of resolution for grievances, complaints and appeals	The response level must be maintained each month. All grievances, complaints and appeals will be addressed and resolved in a timely manner as reported by FSA Provider's standard reports submitted to the City on a Quarterly basis for monitoring purposes.	95% of grievances, complaints and appeals will be resolved within 30 calendar days. Measured Quarterly and Reported Annually	Met/Not Met	0.50%	0.50%
FSA Administration	Forfeited FSA Participant Contributions	100% of forfeited FSA participant contributions must be returned to the City no later than June 1, of each calendar year, after the close of the plan year.	Reported annually	Met/Not Met	0.30%	0.30%
Data Security	Security Breach	Client notification in a timeframe consistent with applicable law.	Reporting only - no financial implication	N/A	N/A	N/A
Data Security	Security Breach	Notification is determined by a regulator to not be consistent with applicable law and percent of membership impacted	10% of covered members or less impacted	N/A	0.00%	0.00%
			11%-30% of covered members impacted	N/A	0.25%	0.25%
			31%-50% of covered members impacted	N/A	0.25%	0.25%
			51%-75% of covered members impacted	N/A	0.25%	0.25%
			Greater than 75% of covered members impacted	N/A	0.25%	0.25%
Member Services	Average Speed to Answer (ASA)	Average speed to answer for 90% of calls will be 30 seconds or less.	Reviewed Quarterly; Reported Annually; calculated based on the total number of calls received in the customer service telephone system.	Met/Not Met	0.70%	0.70%
Member Services	Call Abandonment	A maximum of 3% of member calls will be abandoned.	Reviewed Quarterly; Reported Annually; Based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls that are abandoned in	Met/Not Met	1.50%	2.50%

**ATTACHMENT B**

			less than 5 seconds will not be included in this calculation.			
Member Services	First Call Resolution	90% of participant inquiries will be resolved in the first call.	Reviewed Quarterly; Reported Annually; calculated based on the total number of calls received in the customer service telephone system.	Met/Not Met	1.50%	2.50%
Member Services	Member Satisfaction with FSA services	The percentage of survey participants reporting being “satisfied” or “very satisfied” with FSA services, for participants who have had one or more interactions with FSA Service Provider, will not be less than the designated percentage.	Satisfaction of ≥ 90%. Reviewed Quarterly; Reported Annually; Percentage of respondents, on average, indicating a grade of “satisfied” or higher.	Met/Not Met	3.00%	3.00%
Performance Guarantees are due/payable to the City no later than 6 months after the reporting period. For example, the 1/1/2025-12/31/2025 plan year penalties are due to the City by June 1, 2026.						

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# City of Los Angeles

Enter your Firm Name

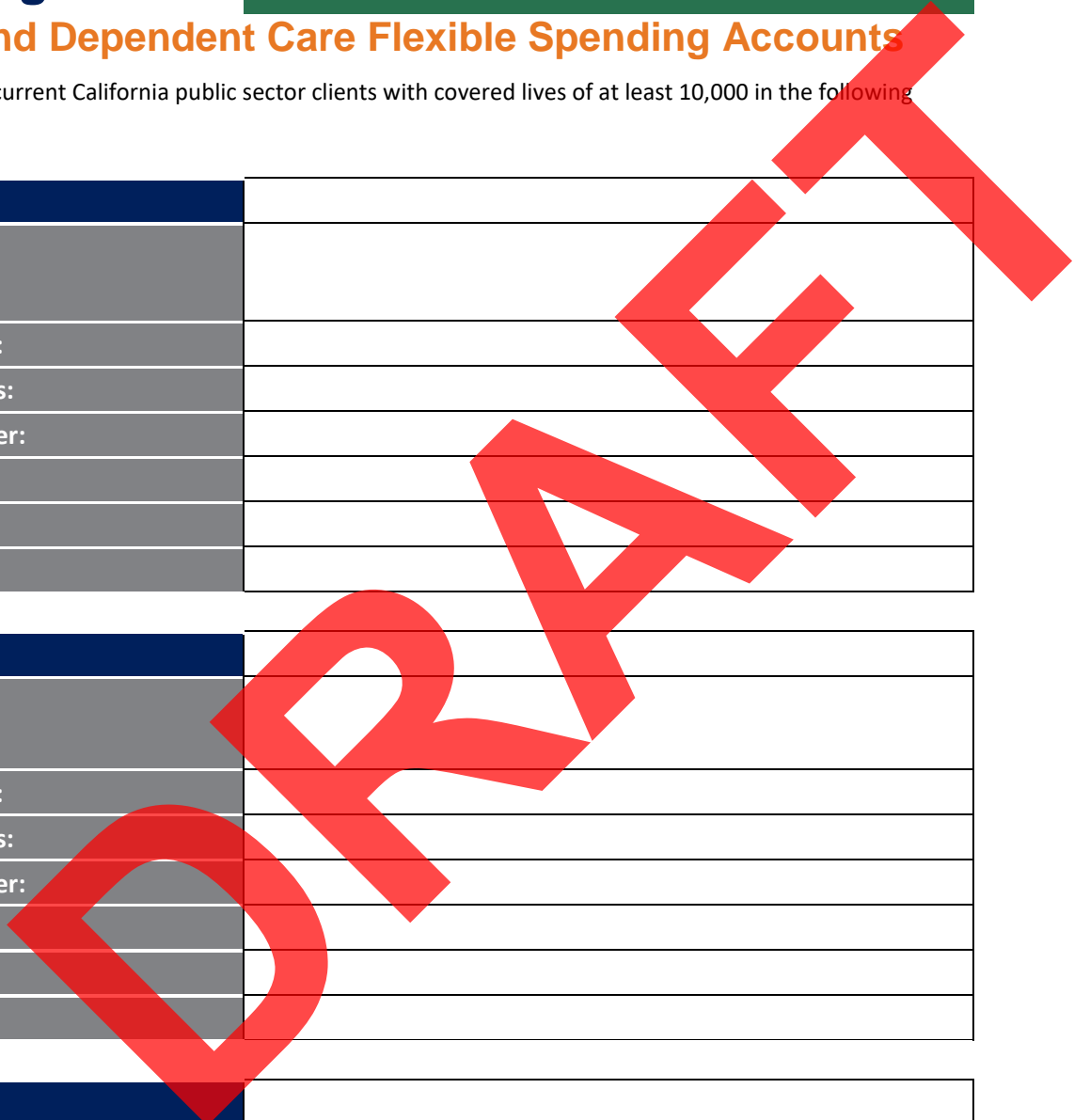
## Health Care and Dependent Care Flexible Spending Accounts

Provide references from three current California public sector clients with covered lives of at least 10,000 in the following format:

<b>Name of Client:</b>	
Client Address:	
Client Contact Name & Title:	
Client Contact Email Address:	
Client Contact Phone Number:	
Client Size:	
Contract Amount:	
Dates of Services:	

<b>Name of Client:</b>	
Client Address:	
Client Contact Name & Title:	
Client Contact Email Address:	
Client Contact Phone Number:	
Client Size:	
Contract Amount:	
Dates of Services:	

<b>Name of Client:</b>	
Client Address:	



<b>Client Contact Name &amp; Title:</b>	
<b>Client Contact Email Address:</b>	
<b>Client Contact Phone Number:</b>	
<b>Client Size:</b>	
<b>Contract Amount:</b>	
<b>Dates of Services:</b>	

If you do not have clients with at least 10,000 covered lives, then provide references for your largest groups.

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**PLEDGE FORM REGARDING CONFLICT OF INTEREST, CONFIDENTIALITY, AND PROPOSER COMMUNICATIONS**

**LAWell Civilian Benefits Program (LAWell Program)  
2024 Request for Proposal for Health and Dependent Care Spending Account Services  
for the City of Los Angeles LAWell Program**

As a participant in either the evaluation or decision-making process for the above-referenced procurement process for the LAWell Program, I hereby assert the following:

1. I recognize it is my responsibility to act in accordance with ethical standards to assure the integrity of this Request for Proposal (RFP) evaluation and execution process and to provide a fair and objective process for interested vendors by (a) making decisions in the best interests of the LAWell Program and its members using only the City's and Joint Labor-Management Benefits Committee's (JLMBC's) adopted policies/practices relative to procurements as well as the specific criteria set forth in the RFP, and (b) developing or considering the designated review panel's evaluation and recommendations based on the information contained in vendor proposals, without regard to any other factor.
2. I do not have a financial or other interest, nor does any member of my immediate family<sup>1</sup> have a financial or other interest, in the outcome of this selection process or in any proposer or known subcontractor or their representatives.
3. I will bring to the attention of the JLMBC and Personnel Department staff any potential conflict of interest matter, including but not limited to conflict of current or previous employment or business relationships with a proposer or known subcontractor, immediately upon becoming aware of such matter and will comply with applicable legal requirements, which may include, among other things, complete withdrawal from the selection process should I have a conflict of interest.
4. I agree that, effective **the date the RFP is released** on [www.RAMPLA.org](http://www.RAMPLA.org), I will not meet or otherwise communicate privately with employees, representatives, or registered lobbyists of any actual or potential bidder regarding this RFP through the rendering of a final contract award, with the purpose or result of engaging in a conversation materially related to the vendor's securing business from the City's LAWell Program. I understand that this provision does not limit my ability to acquire information from or otherwise communicate with staff.
5. If participating in the evaluation of vendor proposals as part of the rating panel, I agree to maintain strict confidentiality of the proposal evaluation and rating and the security of all documents pertaining thereto, and not to hold discussions nor divulge/accept information on any aspect of the evaluation of proposals outside the authorized participants in the proposal evaluation process until the vendor selection is made.

**JLMBC/Staff Member Signature:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_