

REQUEST for PROPOSAL #865

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, JULY 26, 2023 DUE DATE: WEDNESDAY, AUGUST 23, 2023 by 1:30 pm

Request for Proposal for:

SPENDING ACCOUNTS ADMINISTRATOR

SUBMIT:

One (1) Original Four (4) Complete Copies

of the Proposal to:

Shipping Method of your Choice or Hand Delivery

Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6th Floor, Suite 650 Vancouver WA 98660 564-397-2323

United States Postal Service

Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

Refer Questions to Project Manager:

Amie Johnson Sr. HR Rep / Human Resources Amie.Johnson@clark.wa.gov 564-397-2465

^{**}Proposals must be delivered to the Purchasing office - No Exceptions

^{**}Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.

^{**}Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan http://www.clark.wa.gov/hr/documents.html. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List https://clark.wa.gov/sites/default/files/dept/files/general-services/Purchasing/ERP%20Policy.pdf

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no. liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS

Clark County ADA Office: V: 564-397-2322

ADA@clark.wa.gov

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Part I Proposal Requirements

ction IA	General Information
Introduction	Clark County is seeking proposals for Flexible Spending Account and Health Savings Account administration services. The goal is to identify the best partner to serve the County and its employees with the best service at a market-competitive price.
	If your company contact details <u>are not</u> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.
	Proposers shall respond to all sections to be considered.
	Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this proposal will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.
Background	These services are currently provided by Health Equity through the County's medical TPA, Regence BlueCross BlueShield of Oregon. This RFP is brought about by a required market check; however, the County is interested to review the capabilities and service levels available in the market.
Scope of Project	Providing Flexible Spending Account and Health Savings Account administration to all eligible employees. The effective date will be January 1, 2024.
Drainat Funding	Allocation of funds for this DED will be established based on the funds requested in the colocted
Project Funding	Allocation of funds for this RFP will be established based on the funds requested in the selected proposal.
	The County currently and plans to continue to pay administrative fee costs while the employees voluntarily elect to contribute to the Health Care FSA, Dependent Care FSA, and/or the HSA. The County also currently annually contributes \$500 for singles and \$1,000 for families to the enrolled employee's HSA.
	Title VI Statements Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
	El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.
	Introduction

5. Timeline for Selection	The following dates are the <u>intended</u> timeline:		
	RFP Release Date	July 26, 2023	
	Proposer's Questions Due	August 2, 2023	
	Responses to Questions Posted	August 9, 2023	
	Proposals Due	August 23, 2023	
	Finalist Meetings	September 19 - 22, 2023	
	Decision	September 25 - 26, 2023	
	Notifications	September 27 - 29, 2023	
	Implementation	September 29 - December 31, 2023	
	Open Enrollment (tentative)	October 30 - November 17, 2023	
	before, include with their response or within 48 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each subcontractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employees hired after the date of the MOU. The status report shall be directed to the county project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify How to submit the MOU in advance of the submittal date: 1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or; 2. E-mail: konicolark.wa.gov or priscilla.ricci@clark.wa.gov Note: Sole Proprietors shall submit a letter stating exempt.		
Section IB	Work Requirements		
Required Services	Provide administrative services for the County's Flexible Spending Accounts and Health Savings Accounts, support employee education regarding these benefit offerings. Minimum Proposer Qualifications Shall certify it uses IRS-approved substantiation solutions consistent with IRS guidelines. Shall provide minimum reimbursement options of direct deposit and paper check, in addition to the debit card. Shall provide multiple claims submission option (e.g., web-based, mobile app, paper forms to be returned via mail or fax). Shall have a minimum of ten (10) years' experience administering FSA and HSA.		
	Shall provide a dedicated account manager.		

Shall provide IRS required Non-Discrimination Testing. Shall provide tools and recourses that support compliance and administration (including
Shall provide tools and recourses that current compliance and administration (including
 Shall provide tools and resources that support compliance and administration (including an accessible and easy-to-read list of eligible expenses under IRS rules).
Shall certify it will provide a rate guarantee no less than three (3) years.
 Shall certify it will provide detailed Performance Guarantees with fees at risk that are measurable and reportable, including: Implementation satisfaction Claims Processing Time and Accuracy Substantiation Customer Services (e.g., hold times, call abandonment rate, satisfaction) Reporting Website/Technology/Data Security (e.g., system uptime) Account Management (e.g., responsiveness, satisfaction, etc.) Shall agree to execute any and all contracts and other necessary agreements with any approved subcontractor(s) within thirty (30) days of receipt of the Notice of Award if Proposer is determined to be an apparent winning proposal.
e county understands that we have an obligation to partner with vendors that provide the best rvice for our employees at a competitive price. We have taken the steps to prepare and ease this request to fulfil this obligation. In addition, we have identified a panel of employee presentatives that are qualified to review the proposals we receive and choose the most alified vendor that meets our needs.
e timeline for this project is listed earlier in this document.
ot needed for this RFP.
contract awarded as a result of this RFP will be for a minimum of three years and is intended begin on January 1, 2024 and end December 31 of the year which the contact expires.
ark County reserves the right to extend the contract resulting from this RFP for a period of two additional years, in one (1) year increments, with the same terms and conditions, by service a written notice of its intention to do so prior to the contract termination date.
rsuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all ork identified in this project as a public work requires the contractor to pay Washington State evailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & dustries. Ontractors shall meet the requirements for Prevailing Wage and public works requirements, or RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATMENT –
r this project select the Clark County rates that apply on the proposal closing date from her of these sites:

	http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm	
	http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates	
	Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.	
	A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidentated to all the proposed items of this contract.	
7. Debarred/Suspended	Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.	
	All proposer's must fill out, sign and submit the "Certification Regarding Debarment Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.	
8. Americans with Disabilities Act (ADA) Information	Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.	
9. Public Disclosure	This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.	
	If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.	
10. Insurance/Bond	A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar writter express waivers and insurance clauses from each of its subcontractors.	

B. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

C. Worker's Compensation

As required by the industrial insurance laws of the State of Washington.

D. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and nonowned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

E. Commercial General Liability (CGL) Insurance

Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.

F. Professional Liability (aka Errors and Omissions)

The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

G. Crime Coverage

Employee Theft, including Theft of Customer's Property and Funds Transfer Fraud each with a minimum limit of \$1,000,000.

H. Umbrella Liability Coverage

Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.

I. Additional Insured

Clark County, its officers, employees and agents, will be named on all policies of contractor and

	any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. All policies must have a Best's Rating of A-VII or better.
11. Plan Holders List	All proposers are required to be listed on the plan holders list.
	✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:
	To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview
	If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.
	Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification		
Pre-Submittal Meeting	There are no plans to hold a pre-submittal meeting or site visit.		
Proposal Clarification	Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.		
	The deadline for submitting such questions/clarifications is August 2, 2023 by 5:00 pm Pacific Time.		
	An addendum will be issued no later than August 9, 2023 to all recorded holders of the RFP if a substantive clarification is in order.		
	The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.		
	Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1		
Section IIB	Proposal Submission		
Proposals Due	Sealed proposals must be received no later than the date, time and location specified on the cover of this document.		
	The outside of the envelope/package shall clearly identify: 1. RFP Number and;		
	2. TITLE and;		
	3. Name and Address of the Proposer.		
	Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.		
	Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.		
2. Proposal	Proposals must be clear, succinct and not exceed twenty-five (25) pages, excluding resumes, E-Verify, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.		
	For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u> .		
	The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as		

		reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying. All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The
		ability to follow these instructions demonstrates attention to detail. Additional support documents, such as sales brochures, may be included with each copy unless otherwise specified.
Se	ction IIC	Proposal Content
1.	Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2.	Project Team	Specify the proposed structure of the account management and customer service support functions.
3.	Management Approach	Define how escalations are handled and at what level leadership is involved.
4.	Respondent's Capabilities	Your responses to the questionnaire labeled Attachment D shall be included in your proposal. Include any additional information about capabilities, including participant education, in your proposal.
5.	Project Approach and Understanding	We will defer to the proposal and responses to the RFP questions.
6.	Proposed Cost	Flexible Spending Account proposals should be quoted on a Per Participant Per Month basis (i.e. single fee charged even if participant has a HC FSA and DC FSA enrollment). Health Savings Account proposals should be quoted on a Per Account Per Month basis.
		Note: if HSA administration fees are waived for accounts exceeding a specific balance threshold. Any fees that are separate from the administration costs, including monthly minimums, renewal or implementation fees, etc. should be clearly listed and defined in the proposal.
7.	Employment Verification	Please refer to section 1A.6. – E-Verify IMPORTANT NOTE: Include this portion of the response immediately AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: https://clark.wa.gov/internal-services/purchasing-overview

Part III Proposal Evaluation & Contract Award

Se	ction IIIA	Proposal Review and Selection	
1.	Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review C Committee review results and recommendations may be presented to an approboard prior to the consent process with the Clark County Council.	
Evaluation Criteria Scoring		Each proposal received in response to the RFP will be objectively evaluated and re to a specified point system. A one hundred (100) point system will be used, weighted against the following	· ·
		Proposal Approach / Quality	15
		Capabilities / Experience	15
ı		Participant and Administrative Support	15
		Product Demonstration	15
		Cost	15
		References	10
		Criteria Specific to your Project Needs	15
		Total Points	100
Se	ction IIIB	Contract Award	
1.	Consultant Selection	The County will determine the most qualified proposer based on the evaluation crite predetermined weights, the attributes of the Proposers and the overall response Proposal. If the County does not reach a favorable agreement with the top Propose shall terminate negotiations and begin negotiations with the next qualified Propose is unable to reach agreeable terms with either Proposer, they may opt to voic determine next steps. Clark County reserves the right to accept or reject any or all proposals received, to any or all prospective contractors on modifications to proposals, to waive formalitie award, or to cancel in part or in its entirety this RFP. Clark County reserves the rig contract based on the best interests of the County.	siveness of the ser, the County or. If the County of the RFP and onegotiate with es, to postpone
2.	Contract Development	The proposal and all responses provided by the successful Proposer may becomfinal contract.	ne a part of the

3.	Award Review	The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .
4.	Orientation/Kick-off Meeting	Each vendor is expected to provide an implementation plan with their proposal and/or during the finalist interview. The vendor is responsible for initiating and driving the implementation to ensure activities are completed before the effective date.

Attachment A: COVER SHEET

General Information:			
Legal Name of Proposing Firm			
Street Address	City	State _	Zip
Contact Person	Title		
Phone	Fax		
Program Location (if different than above)			
Email Address			
Tax Identification Number			
ADDENDUM: Proposer shall acknowledge receipt None	3	sive and therefore be reproposal is accurate and alize the final funding for a	complete and that I have
Authorized Signature of Proposing Firm		Date	
Printed Name		Title	

Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency			
Street Address			
City	State	÷	Zip
Contact Person		Title	
Phone		_Fax	
Program Location (if different than above)			
Email Address			

- ➤ All proposers are required to be included on the plan holders list.
- ➤ If your organization is NOT listed, submit the 'Letter of Interest" to ensure your inclusion.

Email Letter of Interest to: Koni. Odell@clark.wa.gov and Priscilla.Ricci@clark.wa.gov

Clark County web link: https://clark.wa.gov/internal-services/request-proposal-1

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

Attachment C



Clark County, Washington

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name	
Typed Name & Title of Authorized Representative	
Signature of Authorized Representative	 Date
I am unable to certify to the above statements. M	y explanation is attached.

Clark County Spending Accounts RFP

Due August 23, 2023

Client Information

- 1,645 total benefit eligible employees of which 342 are currently participating in the Health Care FSA, 26 in the Dependent Care FSA, one in the Limited Purpose FSA, and 146 in the HSA. Total HSA assets are \$71,521.
- Current carrier partners are Regence BlueCross BlueShield of Oregon, Kaiser NW, Delta Dental of Oregon, and VSP.
- No other services or proposals should be included, only FSA and HSA services.
- Workday is the HRIS and payroll provider.
- Current services are provided by Health Equity through Regence.
- Effective date will be January 1, 2024 which aligns with the beginning of the plan year.

RFP QUESTIONNAIRE – Financials

Please complete the chart below with your proposed fees. Next to the fee, specify the applicable unit cost (per participant, per enrolled employee, per card, per year, etc.).

Item (FSA)	Enrollment	Proposed Fee
Initial Set-up Fee		
Health Care FSA Administration Fee	342	
Dependent Care FSA Administration Fee	26	
Limited Purpose FSA Administration Fee	1	
Monthly Minimum Fee		
Debit Card Fee		
Annual Re-Enrollment Fee		
Rate Guarantee		

Item (HSA)	Enrollment	Proposed Fee
Initial Set-up Fee		
Administration Fee	146	
Monthly Minimum Fee		
Debit Card Fee		
Annual Re-Enrollment Fee		
Rate Guarantee		

Credits / Performance Guarantees	Proposed
Implementation Credit	
Technology Credit	
FSA Performance Guarantees (amount at risk)	
HSA Performance Guarantees (amount at risk)	

RFP QUESTIONNAIRE - General

- 1. Provide the following contact information where correspondence should be directed:
 - a. Contact Name
 - b. Title
 - c. Address
 - d. Phone Number(s)
 - e. Fax Number(s)
 - f. Email Address
- 2. Will the account be serviced by a team approach or a dedicated account manager?
- 3. Average tenure for team or dedicated account manager.
- 4. Average size of clients for team or dedicated account manager.
- 5. Number of current clients managed by the team or account manager.
- 6. Do you allow enrollment file transmission and if so, what frequency?
- 7. Provide an implementation timeline should your organization be selected. Note Open Enrollment is tentatively scheduled for October 30 to November 17.
- 8. Please confirm you can administer a Net 30-days payment term.

Customer Service

- 9. Is there a dedicated customer service number for Clark County participants? Indicate if this is included or if there is an additional fee.
- 10. What types of calls are handled by your customer service team?
- 11. Do your customer service representatives provide warm transfers to callers who need to speak to a representative from their health plan?
- 12. What languages are supported through customer service? Specify in-house capabilities and any that are contracted out.
- 13. What customer service support methods do you offer (phone, email, chat, text, video, etc.)? Include any additional services to support participants who may have a disability or unique need.
- 14. What are the customer service days and hours (list in Pacific Time)?
- 15. What is the customer service intake process (phone tree, live representative, etc.)?

- 16. Do you offer a call-back option if wait times are long?
- 17. What is your average hold time and abandoned call rate? Include outliers during open enrollment season.
- 18. Does your organization provide guidance to participants when claims are denied? What are examples?
- 19. What is your process for appeals?

Communication Support

- 20. Do you provide the following electronically? Indicate if included or if there is a separate charge:
 - a. Enrollment communication materials
 - b. Open enrollment meeting support
 - c. Welcome packets
 - d. Ongoing education materials
- 21. Do you support in-person meetings?
- 22. What communication materials can be customized by Clark County?
- 23. What languages are available for communication materials?
- 24. How do you communicate regulatory updates to the employer and participants? Give examples.

Website Capabilities

- 25. Confirm if you can provide a demo username and password (or video) to test your organization's website and tools.
- 26. Does your website provide guidance to participants relative to comparative pricing of health care services?
- 27. Does your website provide guidance to participants relative to health maintenance and improvement?
- 28. What can be viewed online by participants (e.g., claims in process, account statements, eligible expenses, etc.)?
- 29. Is there a single sign on (SSO) option to the participant portal?
- 30. Do you allow an employer to customize text incorporated on the landing page, including logo?
- 31. Do you have a mobile application and/or mobile-enabled website? Please specify.
- 32. Describe your integration capabilities with third party administrative vendors (payroll, medical, dental, vision, prescription plan, EAP, etc.).

- 33. Is your website screen-reader friendly?
- 34. What reporting capabilities are available to the employer?
- 35. What capabilities are available in the employer portal? Do you have a demo or video that can be shared?

Right of Early Termination

- 36. Advise penalties for early termination, including runout claims administration.
- 37. Advance notice required for termination.

RFP QUESTIONNAIRE – FSA Specific

Services

38.	What is the cost of enrollment kits and what is included?
39.	What is the billing frequency for claims and administration fees?
40.	Do you offer a debit card through a third-party vendor?
41.	Are debit cards automatically issued or only upon request? If by request, who requests?
42.	What is your timeframe for mailing debit cards?
43.	How many debit cards are issued upon enrollment?
44.	Are there additional fees for additional cards (such as for dependents)?
45.	What is the cost of replacement of a lost or stolen card?
46.	What is the cost of Non-Discrimination Testing and is there a limitation on frequency?
47.	How do you support employers when Non-Discrimination Testing returns a failed result?
48.	What is the cost for creating a Plan Document and Summary Plan Description?
49.	Are these templates requiring customization by the employer or does your organization customize them for the employer?
50.	What is the participant statement frequency?
51.	What is the reimbursement frequency?
52.	Is there a minimum reimbursement amount?
53.	What are the reimbursement options?
54.	What is the reimbursement process for Dependent Care claims?
55.	Is direct pay with childcare providers available?
56.	What is the average turnaround time for processing reimbursements?
57.	Are debit cards available for Dependent Care accounts?
58.	Name your current FSA platform.
59.	Are there any fees for building file feeds with Clark County or its vendor partners?
60.	What is your timeframe for delivering the year-end reconciliation report?

Member Services

- 61. What is the process for participant issue resolution beyond general customer service?
- 62. Do you provide an assigned client service representative to help with participant issue resolution?
- 63. When there is an error or miscommunication by your customer service team or account management, how is the issue addressed and communicated back to the employer or broker?
- 64. What actions occur when a participant does not provide requested documentation?

Vendor Profile

- 65. Can the County interview the proposed account manager/team who would serve their account?
- 66. How do you approach internal on-the-job training, mentoring, technical training, and professional development opportunities? Does this vary by demographic group?
- 67. Has your organization gone through any recent mergers or acquisitions? If so, please describe.
- 68. Do you use any offshore support services?
- 69. What year did your organization began providing FSA administration services?
- 70. Number of clients served by your organization for FSA services.

Performance Guarantees

- 71. Summary statement of Performance Guarantees offered.
- 72. Reimbursement turnaround.
- 73. Customer service dropped calls.
- 74. First call resolution rate.
- 75. Other call metrics (speed to answer, abandonment rate, wait time, call quality, caller satisfaction).
- 76. Participant experience and/or overall satisfaction.
- 77. Claims processing and/or financial accuracy.
- 78. Card fulfillment.
- 79. Website availability (including mobile app).
- 80. Implementation satisfaction.

81. Account management satisfaction.

Claims and File Transmission

- 82. How do you administer midyear election changes (qualifying events) and any split coverage periods?
- 83. Do you have the ability to accept claim files from carriers for autosubstantiation? If so, what frequency?
- 84. Do you have other methods for auto-substantiation besides carrier file feeds?
- 85. What forms of substantiation are available to members (either automatic or optional)?
- 86. Do you require frontloading of funds? If so, what amount?
- 87. How do you handle carryover funds through a vendor change?
- 88. How are contribution adjustments handled?

RFP QUESTIONNAIRE – HSA Specific

Services

89.	What banking partner is utilized for the banking account?
90.	What is the minimum account balance to open an account?
91.	What is the cost of replacement of a lost or stolen card?
92.	Does your proposed HSA monthly maintenance fee apply to the employer or the employee?
93.	Would there be an impact to the HSA fee if it were employee paid versus employer or vice versa?
94.	What is the minimum account balance required to invest?
95.	What is the investment fee?
96.	How many investment options are available?
	a. Can the employer choose to what funds are available for participants?
97.	What is the account closing termination fee and how is this fee charged?
98.	What is the check transaction fee?
99.	What is the withdrawal fee?
100.	What is the check request fee?
101.	What is the periodic statement fee?
102.	What is the terminated employee HSA monthly continuation fee, if any?
103.	What is the paper enrollment materials fee?
104.	What is the electronic enrollment materials fee, if any?
105.	What is the minimum amount for reimbursement?

Administration

106.	What year did your organization begin providing HSA administration services?
107.	Number of clients served by your organization for HSA services.
108.	What are the total HSA assets under your organization's management?
109.	What technology platform is used?
110.	What is the current interest rate for cash accounts?

SAMPLE CONTRACT ONLY

Clark County, Washington

Contract Name

Solicitation No.____

	THIS CONTRACT, entered this	_day of	YEAR, by and between
CLAR	K COUNTY, after this called "County," a լ	political subdivision of	the State of Washington,
and (**	**Insert Vendor Name), after this called "	Contractor."	

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive process by the County (RFP # XXX) and has the expertise to provide services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

- 1. Services. The Contractor shall perform services as set forth in Exhibit A.
- 2. <u>Time</u>. The contract shall be effective beginning (insert beginning date) and ending (insert ending date). These dates must be the same you put inside your RFP. Are there extensions available? They must be listed here also, and they must be the same a you listed in your RFP.
- 3. <u>Compensation</u>. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billing exceed (the dollar amount in Exhibit "B") without prior approval of the County.

- 4. <u>Termination</u>. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination the Contractor will provide all work products and working documents developed within the effective term of the contract.
- 5. <u>Independent Contractor</u>. The Contractor shall always be an independent Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.
- 6. <u>Indemnification / Hold Harmless</u>. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further

specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

- 7. <u>Wage and Hour Compliance</u>. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
- 8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
- 9. <u>Contract Documents:</u> Contract documents consist of this Contract, Exhibit A, a scope of work which consists of a proposal based on RFP & #, and Exhibit B, budget documents. (add in additional Exhibits if needed). If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
 - 10. Equal Employment Opportunity: The Contractor will not discriminate against any

employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.

- 11. <u>Changes:</u> County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.
- 12. <u>Public Records Act:</u> Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of?.
- 13. <u>Governing Law</u>. This Contact shall be governed by the laws of the State of Washington. Venue for any litigation shall be in accordance with RCW 36.01.050.
- 14. <u>Confidentiality</u>. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
 - 15. Conflict of Interest. The Contractor covenants that it has had no interest and shall

not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent contractor with it, in the performance of this contract.

- 16. <u>Liability Insurance</u>. The contractor specifically confirms and warrants that it has errors and omissions liability insurance with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year period. Failure to provide proof of insurance within three (3) business days upon demand by the County is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.
- 17. Consent and Understanding. This Contact contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
- 18. <u>Severability</u>. If any provision of this contact is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

CLARK COUNTY	(COMPANY – INC, LLC, CORP, ETC)
, County Manager	Ву
	Printed Name
Approved As To Form Only: ANTHONY F. GOLIK Prosecuting Attorney	Title
By Deputy Civil Pros <i>ecutor</i>	
County Council signature block IF NEEDED	
COUNTY COUNCIL CLARK COUNTY, WASHINGTON	
Attest:	
Clerk to the Council	By: , Chair
	, Orian

Approved as to Form Only: Anthony F. Golik Prosecuting Attorney	By:, Councilor
By	_
	By: , Councilor
	By:, Councilor
	By: , Councilor